

**AGREEMENT FOR SALE**

**THIS ARTICLES OF AGREEMENT** made at Mumbai this \_\_\_ day of \_\_\_\_\_, in the Christian year Two Thousand and Eighteen (2018)

**BETWEEN:**

**TRIUMPH BUILDERS LLP**, a Limited Liability Partnership Firm, registered under the Limited Liability Partnership Act, 2008, under LLP Identification No.AAD-2239 (previously a Private Limited Company incorporated under the Companies Act, 1956, as “Triumph Builders Pvt. Ltd.” and subsequently converted into “Triumph Builders LLP”, in pursuance of the Certificate of Registration on Conversion dated 9<sup>th</sup> January, 2015 issued by the Registrar of Companies, Maharashtra, Mumbai), having its Registered Office at G-B, Shivchhaya, Sir M.V. Road, Andheri (East), Mumbai-400 069, hereinafter called “**the Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners for the time being and from time to time of the said Firm and the last survivor of them and his/her/their heirs, executors, administrators and assigns) of the **ONE PART;**

Promoter	Purchaser [1]	Purchaser [2]

AND

MR. / MRS. ....

.....

.....

having address at .....

.....,

hereinafter called **“the Purchaser”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the **OTHER PART**.

**The expression “Purchaser” hereinafter shall be deemed to mean and include the singular and the plural thereof (male/female).**

**The expression “Promoter” hereinafter shall mean “Triumph Builders Pvt. Ltd.” in all events prior to 9<sup>th</sup> January, 2015 and thereafter “Triumph Builders LLP”.**

The Promoter and the Purchaser are hereinafter collectively referred to as the **“Parties”** and individually as a **“Party”**.

**WHEREAS:**

(A) Dr. P. V. Mandlik Trust (hereinafter referred to as “the said Trust”), was at all material time the Owner of all that piece or parcel of Sub-Divided Plot No. A, forming part of land bearing Survey No.19 (Part), C.T.S. Nos. 29, 30, 31, 32 and 32/1 to 4, admeasuring 7327.2 Square Meters or thereabouts, of Chinchvali Village, Taluka Borivali, in the Registration Sub-District of Borivali and Registration District of Mumbai Suburban, situated at Chinchvali, Swami Vivekanda Road, Malad (West), Mumbai-400064 and more particularly described in the Schedule hereunder written (hereinafter referred to as **“the said Property”**);

(B) By an Agreement dated 29<sup>th</sup> December, 1976, the then Trustees of the said Trust had agreed to sell the said Property [therein referred to as *Survey Nos. 29, 30, 31 and 32 and Hissa Nos. 1,2,3, and 4 and City Survey No. 16 (part)*] to one M/s. Dalvi & Co. and in pursuance of the said Agreement the said M/s. Dalvi & Co. had constructed six buildings on the part of the said Property, known as Building Nos.A-3, A-4, B-1, B-2, B-3 and B-4 respectively, and sold the residential flats therein to various persons on Ownership basis under the provisions of Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and

Promoter	Purchaser [1]	Purchaser [2]

Transfer) Act, 1963 ('MOFA' for short), by entering into respective Agreements with them and handed over possession of the said flats to the respective Purchasers thereof;

- (C) It appears that, subsequently upon the breaches and defaults committed by the said M/s. Dalvi & Co. under the said Agreement dated 29<sup>th</sup> December, 1976, the Trustees of the said Trust by their Advocate's letter dated 12<sup>th</sup> August, 1982 terminated the said Agreement. Being aggrieved by the said termination, the said M/s. Dalvi & Co. had filed a suit being Suit No.1355 of 1989 in the High Court of Judicature at Bombay against the Trustees of the said Trust, interalia, for a declaration that the termination of the said Agreement was wrongful, illegal and not binding upon the said M/s. Dalvi & Co. and for specific performance of the said agreement and for possession and other reliefs more particularly set out therein, though however, no interim Order was passed in the said Suit in any manner prejudicing or affecting the right of the said Trust in respect of the said Property;
- (D) On 28<sup>th</sup> April, 1989 and 2<sup>nd</sup> May, 1989, the said M/s. Dalvi & Co. registered the Notice of Lis-Pendends of the said Suit No.1355 of 1989, with the Sub-Registrar of Assurances at \_\_\_\_\_ under Serial Nos. \_\_\_\_\_ and \_\_\_\_\_, therein describing the said Property as *Survey Nos. 29, 30, 31 and 32 and Hissa Nos. 1,2,3, and 4 and City Survey No. 16 (part)*;
- (E) Subsequently, in pursuance of the Bombay City Civil Court (Amendment) Act, 2012 read with the Government Notification No. CCS. 2911/CR58/D.19 dated 28<sup>th</sup> August, 2012, the said Suit No. 1355 of 1989 came to be transferred to the Bombay City Civil Court at Bombay and registered as Suit No.9434 of 1989; and by an Order dated 20<sup>th</sup> December, 2014 the said Suit has been dismissed for default, by the said Court;
- (F) The Occupants of all the said 6 buildings constructed on part of the said Property came together and formed the Society and registered the same under the Maharashtra Co-operative Societies Act, 1960 on 2<sup>nd</sup> December, 1985 in the name and style of "**Mandlik Nagar Co-operative Housing Society Ltd.**" (hereinafter referred to as "**the Mandlik Nagar Society**") and since then the Mandlik Nagar Society was in actual and physical possession, control and charge of the said buildings and the land appurtenant thereto and managing the affairs thereof including the payments of Municipal and Collectors taxes, outgoings etc.;

Promoter	Purchaser [1]	Purchaser [2]

- (G) The Mandlik Nagar Society had also filed a Suit in the Bombay City Civil Court at Bombay, being S.C. Suit No.6250 of 1990 under MOFA against M/s. Dalvi & Co. and the Trustees of the said Trust, *interalia*, for Conveyance of the said Property in favour of the Mandlik Nagar Society and for other consequential reliefs;
- (H) Pending the said Suit No. 1355 of 1989 filed by the said M/s. Dalvi & Co., the Trustees of the said Trust had decided to sell the said Property to the Promoter and therefore on an application made by the said Trust the Charity Commissioner, Maharashtra, Mumbai by the Orders dated 25<sup>th</sup>/28<sup>th</sup> November, 1991 and 22<sup>nd</sup> April, 1993, granted permission and sanction for sale of the said Property by the said Trust to the Promoter;
- (I) In pursuance of the said Order passed by the Charity Commissioner, Mumbai, by a Deed of Conveyance dated 26<sup>th</sup> July, 1993, lodged for registration with the Sub-Registrar of Assurances at Mumbai under Serial No. BBM/1/2261/93 on 26<sup>th</sup> July, 1993, and made between Smt. Neela Shripad Patwardhan and Others, the then Trustees of the said Trust, therein called the Vendors of the One Part and the Promoter herein, therein called the Purchaser of the Other Part, the said Trust through their said Trustees sold, transferred and conveyed the said Property together with the said 6 buildings and other structures standing thereon unto and in favour of the Promoter, subject to the rights of the said Flat Purchasers and the said Society, at and for price and consideration and on the terms and conditions more particularly mentioned therein;
- (J) By an Agreement for Settlement dated 25<sup>th</sup> January, 2001, Mandlik Nagar Society while confirming the rights of the Promoter to develop all remaining portions of the said Property by consuming and utilizing the balance F.S.I. of the said Property and loading T.D.R./F.S.I. as may be permissible under the Development Control Regulation, 1991, permitted the Promoter to carry out the said development, at and for the consideration and on the terms and conditions more particularly recorded therein;
- (K) In the said Short Cause Suit No.6250 of 1990 filed by Mandlik Nagar Society in the Bombay City Civil Court at Bombay, the Promoter was added as Defendant No.7 and the consent decree was passed on 7<sup>th</sup> June 2001 in terms of the consent terms signed and submitted by the Promoter and Mandlik Nagar Society, pursuant to which the Promoter had agreed to convey the said

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Property to Mandlik Nagar Society, however, subject to the rights as well as obligation as set out under the said Decree;

- (L) The said Deed of Conveyance dated 26<sup>th</sup> July, 1993, which was accepted for registration by the Sub-Registrar of Assurances at Mumbai, as aforesaid, was lost or misplaced by the office of the Sub-Registrar of Assurances at Bombay and inspite of due and diligent search was taken by the Sub-Registrar of Assurances at Bombay, the same was not found or traceable in their office and therefore as directed by the Joint District Registrar, Division (Records), Mumbai District, the Promoter submitted a Photocopy of the said Deed of Conveyance dated 26<sup>th</sup> July, 1993, in the office of the said Joint District Registrar, Division (Records), Mumbai District and thereupon the said authority had, by his letter dated 22<sup>nd</sup> February, 2008, forwarded the said Photocopy of the said Deed of Conveyance dated 26<sup>th</sup> July, 1993 to the Collector of Stamps, Borivali- Taluka, Mumbai, for adjudication of Stamp Duty on the said Deed of Conveyance, under Section 32A of Bombay Stamp Act, 1958, while placing on record that the Original Deed of Conveyance dated 26<sup>th</sup> July, 1993 which was lodged for Registration under No. BBM-1-2261/93 was not traceable and for that reason to treat the Photocopy of the said Deed of Conveyance dated 26<sup>th</sup> July, 1993 as a document for the purpose of adjudication of Stamp duty, penalty and registration fees;
- (M) The Collector of Stamps, Borivali Taluka, Mumbai by his letter dated 18<sup>th</sup> February, 2009 informed the Joint District Registrar, Division (Records), Mumbai District, that the market value of the said Deed of Conveyance dated 26<sup>th</sup> July, 1993 was fixed at Rs.15,00,000/- (Rupees Fifteen Lakhs only) and requested the Joint District Registrar, Division (Records), Mumbai District, to proceed further in the matter. In pursuance of the said letter dated 18<sup>th</sup> February 2009, the Sub-Registrar of Assurances at Bombay and Administrative Officer, Mumbai, made an endorsement on the said Photocopy of the said Deed of Conveyance to the effect that the market value of the said documents was fixed at Rs.15,00,000/- (Rupees Fifteen Lakhs only) and accordingly the said document has been properly stamped and proper registration fee is paid thereon;
- (N) It was noticed by the Promoter that in the said Deed of Conveyance dated 26<sup>th</sup> July, 1993, through inadvertence the Survey Number of the said Property was mentioned as C.T.S. Number and the C.T.S. Numbers were mentioned as Survey Numbers and therefore by a Deed of Confirmation & Rectification

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- dated 15<sup>th</sup> March, 2010, the Trustees of the said Trust and the Promoter, interalia, confirmed the execution and registration of the said Deed of Conveyance dated 26<sup>th</sup> July, 1993 (a Photocopy whereof annexed thereto and marked as Exhibit “D”) and also rectified the Survey Number and CTS Numbers respectively of the said Property and registered the same with the Joint Sub-Registrar of Assurances, Borivli-5, at Mumbai, under Serial No.BDR-11/2431/2010 on 15<sup>th</sup> March, 2010;
- (O) By an Agreement for Development and Alternate Accommodation dated 17<sup>th</sup> October, 2010, registered with the Sub-Registrar of Assurances at Borivali, Mumbai under Serial No.BDR-5/10218/2010, and executed between the Promoter and Mandlik Nagar Society, the said Society has confirmed the Promoter’s right of development of the said Property and the Promoter has agreed to develop the said Property by demolishing Mandlik Nagar Society’s existing buildings bearing Nos.A-3, A-4, B-1, B-2, B-3 and B-4 then standing on the said Property in a Phase Wise manner and reconstructing thereon new multistoried buildings and also to provide therein Permanent Alternate Accommodations to the Members of Mandlik Nagar Society and Car Parking Space, at or for consideration and on the terms and conditions mentioned therein;
- (P) In pursuance of the said Agreement, the Promoter had obtained the approval and sanction from the Municipal Corporation of Greater Mumbai (“MCGM” for short) to the lay-out Plan of the said Property as well as buildings plan and in pursuance thereof, MCGM had issued the Commencement Certificate dated 5<sup>th</sup> December, 2011;
- (Q) By a Supplemental Agreement dated 11<sup>th</sup> October, 2014, registered with the Sub-Registrar of Assurances at Borivali, Mumbai under serial No. BRL-2/7474/2014, certain terms and conditions of the said Agreement for Development and Alternate Accommodation dated 17<sup>th</sup> October, 2010 came to be modified, as more particularly stated therein;
- (R) By an Addendum dated 11<sup>th</sup> September, 2015, registered with the Sub-Registrar of Assurances at Borivali, Mumbai under serial No. BLR-2/7059/2015 certain terms and conditions of the said Agreement for Development and Alternate Accommodation dated 17<sup>th</sup> October, 2010 and the Supplementary Agreement dated 11<sup>th</sup> October, 2014 came to be further modified as more particularly stated therein;

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- (S) By an Order dated 9<sup>th</sup> February, 2015 passed by the Collector, MSD, the said Property came to be amalgamated and included in C.T.S. No.29 and the area of New C.T.S. No. 29 came to be fixed as 7327.2 Square Meters, and P .R. Card of New C.T.S. No.29 came to be issued and the name of the Promoter has been entered on the said P.R. Card;
- (T) In the Premises aforesaid, the Promoter intended to redevelop the said Property, interalia, by constructing new buildings in the Phase Wise manner. In the First and Second Phases the Promoter intended to construct the building for rehabilitation of the existing members of Mandlik Nagar Society and in the subsequent Phases the Promoter intended to construct one or more building/s containing free sale components. With the said intentions the Promoter had submitted the amended lay-out plan and construction plans to the Municipal Corporation of Greater Mumbai for construction of new buildings on the said Property and while sanctioning the said Plans, the MCGM issued an I.O.D. bearing No. CHE/9672/BP (WS)/AP dated 9<sup>th</sup> May, 2014 in respect of Building No.1 consisting of Wings-“A”, “B”, “C”, “D”, “E” and “F”, *interalia*, containing total 119 residential Flats, out of which 116 Flats were for allotment to the existing members of Mandlik Nagar Society as and by way of their respective permanent alternate accommodation and reaming 3 Flats for allotment to other stake holders’ permanent alternate accommodations or for sale in the open market (hereinafter referred to as the “**Building No.1**”) and subsequently on 13<sup>th</sup> July, 2015, the MCGM re-endorsed the aforesaid Commencement Certificate dated 5<sup>th</sup> December, 2011 which was issued earlier for construction of said Building. Hereto annexed and marked ANNEXURES-“I” & “II” are the copies of the said I.O.D. dated 9<sup>th</sup> May, 2014 and Commencement Certificate dated 5<sup>th</sup> December, 2011, endorsed on 13<sup>th</sup> July, 2015, as extended from time to time, respectively;
- (U) By the letter dated 18<sup>th</sup> June, 2015, Government of India, Ministry of Environment, Forests & Climate Change, granted the environment clearance for the redevelopment of the said Property, on the terms and conditions stated therein;
- (V) One M/s. Venus Builders have filed a suit, being L. C. Suit No. 330 of 2016, in the Bombay City Civil Court at Dindoshi, Goregaon, against the Promoter, the said Trust, Charity Commissioner, M/s. Dalvi & Co., Mandlik Nagar Society and others. In the said suit M/s. Venus Builders have claimed various

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reliefs including the declarations that the said Deed of Conveyance dated 26<sup>th</sup> July, 1993; the said Deed of Confirmation and Rectification dated 15<sup>th</sup> March, 2010; and the said Consent Terms dated 27<sup>th</sup> June, 2001, are illegal, null and void and other consequential reliefs. On 7<sup>th</sup> September 2017, M/s. Venus Builders have registered the Notice of Lis-Pendends of the said Suit No.330 of 2016, with the Sub-Registrar of Assurances, Borivali-2 under Serial No. BRL-2/8690/2017. The said Suit is pending before the Court, though however, no interim relief has been granted by the Court in the said suit affecting to the right, title and interest of the Promoter in respect of the said Property;

- (W) The said M/s. Venus Builders have also filed a suit, being S. C. Suit No. 354 of 2017, in the Bombay City Civil Court at Dindoshi, Goregaon, against M/s. Mehta & Co., Advocates for the Promoter and the Promoter, interalia, for the declarations that the Title Certificate dated 26<sup>th</sup> August, 2010 issued by the said Advocates and the said Agreement for Development and Alternate Accommodation dated 17<sup>th</sup> October, 2010 between Mandlik Nagar Society and the Promoter are illegal, null and void and other consequential reliefs. On 7<sup>th</sup> September 2017, the said M/s. Venus Builders have also registered the Notice of Lis-Pendends of the said Suit No.354 of 2017, with the Sub-Registrar of Assurances, Borivali-2 under Serial No. BRL-2/8691/2017. The said Suit is pending before the Court, though however, no interim relief has been granted by the Court in the said suit affecting to the right, title and interest of the Promoter in respect of the said Property;
- (X) The disputes and differences had arisen between the Promoter and Mandlik Nagar Society and consequently the Promoter has filed a Suit in the High Court of Judicature at Bombay, being Commercial Suit No. 268 of 2016 against Mandlik Nagar Society and its 166 members, for specific performance of the said Agreement for Development and Alternate Accommodation dated 17<sup>th</sup> October, 2010 read with the said Supplemental Agreement dated 11<sup>th</sup> October, 2014 and Addendum dated 11<sup>th</sup> September, 2015 and other consequential reliefs;
- (Y) The said Suit No. 268 of 2016 came to be settled by filing of separate but similar Consent Terms, from time to time, between the Promoter, Mandlik Nagar Society and 114 members of the said Society and in pursuance thereof and in further pursuance of Orders dated 7<sup>th</sup> December, 2016 and 16<sup>th</sup> January, 2017 passed by the Hon'ble Court, the Promoter obtained the

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possession of respective flats of the members of Mandlik Nagar Society in the said Society's said 6 Old Buildings and demolished the same;

- (Z) In pursuance of the said Consent Terms filed in the said Suit No. 268 of 2016 and the Orders passed therein, the Promoter has entered into separate Agreements with the respective members of Mandlik Nagar Society and has thereby agreed to allot and provide to each of them the permanent alternate accommodations in the form of residential flats in lieu of their existing flats in the said Society's old Buildings and also to allot and provide 119 Car Parking Space in the said Building No.1, on the terms and conditions more particularly stated therein;
- (AA) The said Building No.1 has been duly constructed by the Promoter on the part of the said Property and proposed to be known as "**Mandlik Nagar**", is consisting of 6 Wings viz. Wing-'A', 'B', 'C', 'D', 'E' and 'F', all consisting of Stilt + 7 Upper Floors and terrace above the top floor, in accordance with the plans and specifications sanctioned by the Municipal Corporation of Greater Mumbai, as aforesaid;
- (BB) Firstly, the MCGM issued the Part Occupancy Certificate dated 6<sup>th</sup> January, 2017, *interalia*, granting permission to occupy Wings-'A', 'B', 'C', 'D' and 'E (Part)' of the said Building No.1 and thereafter the MCGM has issued the Full Occupancy and Building Completion Certificate dated 10<sup>th</sup> July, 2018 for the said Building No.1, and thereby granted permission to occupy all Wings-'A', 'B', 'C', 'D', 'E' and 'F' of the Building. A copy of the said Full Occupancy Certificate dated 10<sup>th</sup> July, 2018 is annexed hereto and marked as **ANNEXURE-"III"**;
- (CC) After obtaining the Occupancy and Building Completion Certificates, the Promoter has handed over possession of 166 flats in the said Building No.1 to the existing members of Mandlik Nagar Society and the Promoter is entitled to allot or sell or otherwise dispose of the remaining 3 Flats in the said Building No.1, as the Promoter may deem fit and proper;
- (DD) With an intention to construct the Building No.2 in the Third Phase, *interalia*, containing the residential flats for sale in the open market the Promoter had submitted the plans to the Municipal Corporation of Greater Mumbai and while sanctioning the said Plans, the MCGM had issued an I.O.D. dated 25<sup>th</sup> July, 2014 and had also issued the Commencement Certificate dated 13<sup>th</sup> July 2015. After completing the construction of the said Building No.1, the

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Promoter submitted the amended plans for construction of the said Building No.2 to the Municipal Corporation of Greater Mumbai and while sanctioning the said amended plans the MCGM has issued an I.O.D. dated 26<sup>th</sup> February, 2018 in respect of the Building No.2 consisting of 2 Wings viz. Wing-G and Wing-H, and one Mechanical Car Parking Tower and has also issued the Commencement Certificate dated 2<sup>nd</sup> July, 2018. On 26<sup>th</sup> June, 2018 the MCGM has also sanctioned the Phase Program for construction of the said Building No.2. Hereto annexed and marked **ANNEXURES-“IV” & “V”** are the copies of the said I.O.D. dated 26<sup>th</sup> February, 2018 and Commencement Certificate dated 2<sup>nd</sup> July, 2018, respectively;

- (EE) The Promoter has informed the Purchaser that at present the MCGM has sanctioned the plans for construction of the said Building No.2 consisting of Two Wings viz. Wing-G consisting of Ground Floor (Part) containing Welfare Centre (in lieu of reservation for amenity space) for being handed over to the MCGM free of costs and Stilt (Part) for multilevel car parking + 3 Level Podium (part) for car parking and residential flats in part + 11 Upper Floors containing residential flats and Wing-H consisting of Stilt for multilevel car parking + 3 Level Podium (part) for car parking and residential flats in part + 11 Upper Floors containing residential flats and one Mechanical Car Parking Tower adjoining thereto. The Promoter has further informed the Purchaser that the Promoter is entitled to load and consume the additional FSI that may be granted by the MCGM for road set back and the FSI due to non-deduction of 15% Recreation Ground plus Additional TDR and Fungible FSI as per the provision of DCPR-2034 for construction of the said Building No.2 and for which the Promoter has submitted the further amended plans to the MCGM and the same are in process. The Promoter has further informed the Purchaser that upon the permission granted by the MCGM and sanction of the said further amended plans Wing-G of the said Building No.2 shall consist of Ground Floor (Part) containing Welfare Centre (in lieu of reservation for amenity space) for being handed over to the MCGM free of costs and Stilt (Part) for multilevel car parking + 3 Level Podium (part) for car parking and residential flats in part + 19 or more Upper Floors containing residential flats and Wing-H shall consist of Stilt for multilevel car parking + 3 Level Podium (part) for car parking and residential flats in part + 19 or more Upper Floors containing residential flats and one

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Mechanical Car Parking Tower adjoining thereto (Hereinafter referred to as the “**Building No.2**”);

- (FF) Hereinafter the Building No.1 and Building No.2 shall be collectively referred to as “**the said Buildings**”, wherever the context or meaning thereof so admit and confirm;
- (GG) While sanctioning the aforesaid plans for construction of the said Buildings the MCGM has laid down certain terms, conditions, stipulations and restrictions which have been observed and performed by the Promoter and upon due observance and performance of which only the said occupation and completion certificates in respect of the Building No.1 has been granted by the MCGM and the occupation and completion certificates in respect of the Building No.2 shall be granted by the MCGM;
- (HH) Similarly, before sanctioning the said plans the MCGM has granted the concessions for open space deficiencies and other concessions in respect of both the said buildings proposed to be constructed by the Promoter on the said Property and thus the Purchaser is/are made aware that said plans are sanctioned by the MCGM with open space concessions and other concessions;
- (II) The Promoter has brought to the notice of the Purchaser, that the Promoter has, from time to time, signed and executed various undertakings and registered the same with the Sub-Registrar of Assurances, under Registration Nos. BDR-6/6489/210 dated 19<sup>th</sup> July 2010, BDR-6/6490/2010 dated 19<sup>th</sup> July 2010, BRL-7/3480/2014 dated 3<sup>rd</sup> May 2014, BRL-7/3481/2014 dated 9<sup>th</sup> May 2014, BRL-7/1959/2015 dated 27<sup>th</sup> February 2015, BRL-7/1960/2015 dated 27<sup>th</sup> February 2015, BRL-7/4914/2015 dated 22<sup>nd</sup> May 2015, BRL-4/3236/2018 and BRL-4/3238/2018 dated 9<sup>th</sup> March, 2018, BRL-4/955 5/2019 dated 28<sup>th</sup> June, 2019 and BRL-4/4701/2020 dated 21<sup>st</sup> July, 2020 etc., in favour of MCGM and thereby agreed and undertook, *interalia*:
- a) to hand over the set-back land of the said Property free of compensation to MCGM and the same will be transferred in the name of MCGM;
  - b) to hand over the Welfare Centre on the ground floor of Wing-G of the said Building No.2 free of compensation to MCGM;

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- c) that elevation features, meter cabin, society's office, servants toilet, part and pocket terraces, basement & podium, stilt, AHU, refuge area will not be misused in future;
- d) they shall make aware the prospective buyers/allottees about utilization of fungible F.S.I.;
- e) that the building under reference is deficient in open spaces and MCGM will not be liable for the same in future;
- f) that the buyers/allots agree no objection for the neighbourhood development with deficient open space in future;
- g) that the buyer/allottee will not held MCGM liable for any failure of mechanical parking system in future;
- h) that the excess area if constructed beyond permissible FSI will be demolished;
- i) that the clarity if any issued by the Urban Development Department, Govt. of Maharashtra in the matter of applicability of notification of 20% inclusive housing for the said Property will be binding on the Promoter;
- j) that MCGM will not be held liable for inadequate / sub-standard size of rooms;
- k) that no compliant will be made for inadequate maneuvering space of car parking;
- l) that end user of the said Property will preserve and maintain the plans and other documents and periodical structural audit report and shall carry out periodical repairs at regular interval as per the requirement of the CFO;
- l) that if at any time during the construction and/or afterwards it is found that the area shown in the Property card or in the plans is shown more than the actual area of the said Property, the area equivalent to the area of extra FSI consumed on the top floor of the building shall be demolished by the Promoter at its own costs;
- m) that the said Property is affected by proposed 12.20 Mts. wide D. P. Road under Draft Development Plan, 2034 and therefore the said D. P. Road shall be handed over to MCGM free of costs and free from all

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encumbrances and transferred in the name of MCGM in P. R. Card within six months from the date of sanction of the Draft DCR, 2034 by the State Government.

- (JJ) The Promoter has also brought to the notice of the Purchaser, that the Promoter has also executed an Undertaking dated 5<sup>th</sup> November 2009 and registered the same under the Registration No. BDR-6/9479/2009, and has thereby given an undertaking to the MCGM to abide by the conditions of the Lay-Out of the said Property. A copy of the said Undertaking is annexed hereto as **ANNEXURE-‘VI’**;
- (KK) The Promoter has provided the copies of the aforesaid undertakings referred to in Recital (II) above to the Purchaser and the Purchaser hereby agree and undertake to abide by all the undertakings given thereunder by the Promoter as if the same have been given by the Purchaser, insofar as the same relates to the Purchaser.
- (LL) The Promoter is thus entitled and enjoined upon to construct the said Buildings on the said Property in accordance with the recitals hereinabove and the Promoter is in possession of the said Property;
- (MM) The authenticated copies of the plans of the proposed Layout to be approved by the concerned Local Authority have been annexed hereto and marked as **ANNEXURE-‘VII’**;
- (NN) The Promoter has entered into a standard agreement with an Architect, Mr. Bhupendra Patrawala, registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects; and the Promoter has appointed the Structural Engineer, M/s. Neel Solutions, for the preparation of the structural design and drawings of the said Building and the Promoter accepted the services of the Architect and Structural Engineer till the completion of the said Building;
- (OO) The Purchaser has inspected the aforesaid title documents, agreements, undertakings, permissions, approvals, NOCs, sanctions, plans, designs, specifications sanctioned by the MCGM and other concerned authorities as also the relevant City Survey and Revenue Records in respect of the said Property. The Purchaser has/have accepted the Title Certificate dated 16<sup>th</sup> July, 2019 in respect of the said Property, issued by Mehta & Co., Advocates & Solicitors for the Promoter, a copy whereof is annexed and marked as **ANNEXURE-VIII’**. The Purchaser has fully satisfied himself / herself /

Promoter	Purchaser [1]	Purchaser [2]

themselves about the rights of development of the Promoter to the said Property and to develop and construct the said Buildings and Mechanical Car Parking Tower and to allot/sale the Premises / parking spaces/slots therein in the manner herein contained and the Purchaser has agreed that he/she/they shall not be entitled to raise any requisition/query/demand upon the Promoter with regard thereto;

- (PP) The Purchaser hereby admit and confirm that he/she/they had demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents referred to hereinabove viz. of title relating to the said Property, agreements, undertakings, permissions, approvals, NOCs, sanctions, plans, designs, specifications sanctioned by the MCGM and other concerned authorities as also the relevant City Survey and Revenue Records in respect of the said Property and all other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**RERA**”) and the Rules and Regulations there under and at the specific request made by the Purchaser the Promoter has furnished the photo copies of all the said documents prior to the execution of this Agreement and the Purchaser hereby admit, acknowledge and confirm the receipt thereof from the Promoter;
- (QQ) Prior to making application as hereinafter mentioned, as required by the provisions of the Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960), the Purchaser has made a declaration to the effect that neither the Purchaser nor the members of the family of the Purchaser own a tenement, house or building within the limits of operation of the said Society formed and registered;
- (RR) The Purchaser has applied to the Promoter for allotment of one Flat bearing **No. ....** admeasuring ..... **Square Meter (carpet area as per RERA)** equivalent to ..... **Square Feet (carpet area as per RERA)** on the ..... **Floor** in **Wing-....** of the Building No.2 proposed to be known as “.....” (hereinafter referred to as “**the said Premises**”) and which is under construction on the part of the said Property by the Promoter;
- (SS) The carpet area of the said Premises is ..... Square Meter, and “carpet area” means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser or

Promoter	Purchaser [1]	Purchaser [2]

verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the purchaser, but includes the area covered by the internal partition walls of the Flat;

- (TT) Relying upon the said application, declaration and agreement, the Promoter agreed to sell to the Purchaser, the said Premises at the price and on the terms and condition hereinafter appearing;
- (UU) The Promoter has got some of the approvals from the concerned local authority to the plans, the specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;
- (VV) The Promoter has registered Phase –III of the Project i. e. the said Building No.2, under the provisions of RERA with the Maharashtra Real Estate Regulatory Authority at Mumbai under Project Registration No. .... Dated ..... A copy of the Registration Certificate under MahaRera is annexed hereto and marked as **ANNEXURE-“IX”**;
- (WW) Under Section 13 of the RERA the Promoter is required to execute a written Agreement for allotment and sale of the said Premises to the Purchaser, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

1. The Parties hereby agree and confirm that what is stated in the Recitals hereinabove shall be deemed to form an integral part of this Agreement, as if the same are repeated herein verbatim.
2. The Promoter has informed the Purchaser that at present the MCGM has sanctioned the plans for construction of the said Building No.2 consisting of Two Wings viz. Wing-G consisting of Ground Floor (Part) containing Welfare Centre (in lieu of reservation of amenity space) for being handed over to the MCGM free of costs and Stilt (Part) for multilevel car parking + 3 Level Podium (part) for car parking and residential flats in part + 11 Upper Floors containing residential flats and Wing-H consisting of Stilt for multilevel car parking + 3 Level Podium (part) for car parking and residential flats in part + 11 Upper Floors containing residential flats and one Mechanical Car Parking Tower adjoining thereto. The Promoter has further

Promoter	Purchaser [1]	Purchaser [2]

informed the Purchaser that the Promoter is entitled to load and consume the additional FSI that may be granted by the MCGM for road set back and the FSI due to non-deduction of 15% Recreation Ground plus Additional TDR and Fungible FSI as per the provision of DCPR-2034 for construction of the said Building No.2 and for which the Promoter has submitted the further amended plans to the MCGM and the same are in process. The Promoter has further informed the Purchaser that upon the permission granted by the MCGM and sanction of the said further amended plans Wing-G of the said Building No.2 shall consist of Ground Floor (Part) containing Welfare Centre (in lieu of reservation of amenity space) for being handed over to the MCGM free of costs and Stilt (Part) for multilevel car parking + 3 Level Podium (part) for car parking and residential flats in part + 19 or more Upper Floors containing residential flats and Wing-H shall consist of Stilt for multilevel car parking + 3 Level Podium (part) for car parking and residential flats in part + 19 or more Upper Floors containing residential flats and one Mechanical Car Parking Tower adjoining thereto (Hereinafter referred to as the “ **said Building**”). The Purchaser hereby agree that the Promoter is entitled to amend the plans for construction of the said Building and Car Parking Tower, by loading, consuming and utilizing the balance and/or additional F.S.I., if any, including by way of Fungible F.S.I. and/or additional Transferable Development Rights (T.D.R.) after obtaining the Development Right Certificate for construction on the remaining part of said Property, as permissible under the DCPR, 2034 for the time being in force and from time to time in force, till the issuance of the full occupancy certificate for the said Building and the said Car Parking Tower, after obtaining further/additional sanctions and permissions from MCGM to the amended or additional building plans as the Promoter shall deem fit and proper, at any time hereafter. The Purchaser hereby further irrevocably agree that the Promoter, therefore, in its absolute discretion and/or if so required by the concerned authorities, from time to time, shall be entitled to vary, amend and/or alter the lay-out plan of the said Property as well as the said Plans in respect of the said Building and the said Car Parking Tower. The Purchaser hereby unconditionally give his/her/their express Irrevocable Consent and No Objection to the Promoter for carrying out from time to time, all desired amendments, alterations, additions, modifications to the said Plans for further construction of the said Building as well as the said Car Parking Tower and to carry out the said construction in accordance with the amended / revised /

Promoter	Purchaser [1]	Purchaser [2]



new lay-out and building plans as may be approved by the concerned authorities from time to time, as contemplated under the provisions of Section 14(2) of the RERA. The Purchaser hereby further agrees and undertakes that if at any time hereinafter over and above the consent and no-objection given by the Purchaser hereinabove, if at any time the separate consent or no objection is required from the Purchaser for any of the said purposes of amendment, alteration, addition or modification of the said Building plan or the said Car Parking Tower or layout plan, the Purchaser shall give his/her their consent and no objection within a period of 7 (Seven) days from the date of requisition in respect thereof received from the Promoter. If the Purchaser fails or neglects to sign and give his/her/their consent and no-objection within the said period of 7 (Seven) days, the same shall be deemed to have been given and granted by the Purchaser.

3. The Purchaser hereby confirm that he/she/they is/are aware that, while sanctioning the aforesaid plans the MCGM has granted the concessions for open space deficiencies and other concessions and thus the said plans are sanctioned by the MCGM with open space concessions and other concessions. The Purchaser, therefore, hereby agree and undertake that the Purchaser shall not at any time in future object to the deficiency in joint open space as and when the development / redevelopment by the neighbouring plot owners take place.
4. The said Building shall be constructed by the Promoter in accordance with the building plans prepared by their Architect and sanctioned by the MCGM, as aforesaid and further sanctioned from time to time.
5. As recited herein above, the Purchaser has demanded from the Promoter and the Promoter have given inspection to the Purchaser of all the title documents, agreements, undertakings, permissions, approvals, NOCs, sanctions, plans, designs, specifications sanctioned by the MCGM and other concerned authorities as also the relevant City Survey and Revenue Records in respect of the said Property and has also been given inspection of all other documents which were required by the Purchaser, and/or as required under the RERA and the Rules and Regulations thereunder. The Purchaser hereby confirms having inspected the site of construction and having received the photo copies of all the aforesaid documents and that the Purchaser is satisfied about the same and also about the Promoter’s right to construct the Building No.1 and also to construct the said Building and the said Car Parking Tower

Promoter	Purchaser [1]	Purchaser [2]

on the said Property. The Purchaser shall not be entitled to further investigate or question the title to the said Property and no requisition or objection shall be raised at any time hereafter in any manner relating thereto.

6. The Purchaser agrees that he/she/they is/are aware of terms and conditions of all agreements between the Promoter and the said Society and respective existing members of the said Society and that the Purchaser shall be bound by the same.
7. The Promoter shall be entitled to handover amenity space in the form of Welfare Centre or any other Premises, if any, reserved on the said Property to MCGM or any other concerned authority and the Promoter alone shall be entitled to all the benefits that may be granted by MCGM or any other authority in lieu of the said amenity space / reservation area.
8. The Purchaser hereby agrees to purchase from the Promoter and the Promoter agrees to sell to the Purchaser the **Flat bearing No. ....**, admeasuring **..... Square Meter (Carpet Area s per RERA)** equivalent to **..... Square Feet (Carpet Area as per RERA)**, on **..... Floor**, in **Wing-“G” / “H”** in the said Building proposed to be known as **“.....”**, which is under construction on the remaining portion of the said Property, and as shown in the authenticated copy of the plan of the said Flat, as sanctioned and approved by the M.C.G.M. annexed hereto and marked as **ANNEXURE-“X”** (hereinafter referred to as **“the said Premises”**), at and for the lumpsum price and consideration of **₹ .....** **/- (Rupees .....** **only)**, including for the proportionate price of the common areas and facilities appurtenant to the said Premises and the limited common areas and facilities, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in **ANNEXURE-“XI”** hereto.
9. The Purchaser shall pay the aforesaid total amount of purchase consideration to the Promoter in the following manner:-
  - i **₹ .....** **/- (Rupees .....** **only)** being ...% of the total consideration paid as the earnest money on the execution of this Agreement (the payment and receipt whereof the Promoter doth hereby admis, acknowledges and confirms);

Promoter	Purchaser [1]	Purchaser [2]

- ii     ₹...../- (**Rupees** .....  
 .....  
**only**) being ...% of the total consideration to be paid on completion  
 of the Plinth of the said building;
- iii    ₹...../- (**Rupees** .....  
 .....  
**only**) being ....% of the total consideration to be paid on completion  
 of ..... Slab of the said building;
- iv.    ₹...../- (**Rupees** .....  
 .....  
**only**) being ....% of the total consideration to be paid on completion  
 of ..... Slab of the said building;
- v.     ₹...../- (**Rupees** .....  
 .....  
**only**) being ....% of the total consideration to be paid on completion  
 of ..... Slab of Wing-“B” of the said building;
- vi.    ₹...../- (**Rupees** .....  
 .....  
**only**) being ....% of the total consideration to be paid on completion  
 of ..... Slab of the said building;
- vii.   ₹...../- (**Rupees** .....  
 .....  
**only**) being ....% of the total consideration to be paid on completion  
 of ..... Slab of the said building;
- viii. ₹...../- (**Rupees** .....  
 .....  
**only**) being ....% of the total consideration to be paid on completion  
 of ..... Slab of the said building;
- ix.    ₹...../- (**Rupees** .....  
 .....  
**only**) being ....% of the total consideration to be paid on completion  
 of ..... Slab of the said building;
- x.     ₹...../- (**Rupees** .....  
 .....  
**only**) being ....% of the total consideration to be paid on completion  
 of Roof Slab of the said building;

Promoter	Purchaser [1]	Purchaser [2]

- xi. ₹...../- (Rupees .....  
 .....  
**only**) being ....% of the total consideration to be paid on completion of the walls, internal plaster, tiling, doors and windows of the said Premises;
  - xii. ₹...../- (Rupees .....  
 .....  
**only**) being ....% of the total consideration to be paid on completion of sanitary fittings, staircases, lift wells and lobbies upto the floor level of the said Premises;
  - xiii. ₹...../- (Rupees .....  
 .....**only**) being ....% of the total consideration to be paid on completion of the external plumbing and external plaster, electrical fittings, elevation, terraces with water proofing, of the building or wing in which the said Premises is located.
  - xiv. ₹...../- (Rupees .....  
 .....  
**only**) being .....% of the total consideration to be paid on completion of the lifts, water pumps, electrical fittings, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as prescribed in the Agreement;
  - xv. ₹...../- (Rupees .....  
 .....  
**only**) being ....% the balance amount to be paid against and at the time of handing over of the possession of the said Premises to the Purchaser on or after receipt of Occupation Certificate or Completion Certificate.
10. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Good & Service Tax (GST) or any other similar taxes or cesses which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Premises.
11. The Total Price is escalation free, save and except escalations/increases due to increase on account of development charges payable to the MCGM or any

Promoter	Purchaser [1]	Purchaser [2]

other competent authority and/or any other increase in charges which may be levied or imposed by the MCGM or any other competent authority / Local Bodies/Government from time to time. The Promoter undertake and agree that while raising a demand on the Purchaser for increase in development charges, cost or levies imposed by the MCGM any other competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

12. The Promoter shall confirm the final carpet area of the said Premises that has been allotted to the Purchaser after the construction of the said Building is complete and the Occupancy Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area of the Premises. The total price payable for the carpet area of the said Premises shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area of the said Premises within the defined limit then the Promoter shall refund the excess money paid by Purchaser and if there is any increase in the carpet area the Promoter shall demand the additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 8 of this Agreement.
13. The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any heads of dues against lawful outstanding, if any, in his/her name as the Promoter may in their sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his/her payments in any manner.
14. Time is of essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said Premises to the Purchaser and the common areas to the association of the Purchasers/Allottees in the said Buildings after receiving the occupancy certificate or the completion certificate, as the case may be for the said Building. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause 9 hereinabove (“**Payment Plan**”) and the Purchaser shall be liable to pay to the Promoter

Promoter	Purchaser [1]	Purchaser [2]

the interest as per Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and disclosure on Website) Rules, 2017 (hereinafter referred to as “**the said Rules**”), on all delayed payments including delay in payment of the service tax and other taxes as applicable from the due date till the date of payment thereof.

15. The Purchaser shall pay each installment of the aforesaid purchase price to the Promoter after deducting there from TDS as per the provisions of Section 194-IA of the Income Tax Act, 1961 and shall deposit the said amount to the credit of Central Government and shall issue a TDS Certificate in favour of the Promoter in the prescribed Form No.16B for the same, within 15 (Fifteen) working days from the payment thereof.
16. The Purchaser is aware that as per present statute, GST is leviable / applicable on the purchase price payable hereunder and consequently the amount of each installment payable by the Purchaser to the Promoter in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser hereby undertakes to pay to the Promoter the amount of the GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoter shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of GST applicable thereon and the Purchaser shall be deemed to have committed default in payment of amount due to the Promoter hereunder if such payment is not accompanied with the applicable GST. Provided Further that if on account of change / amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Purchaser to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser shall be solely and exclusively liable to bear and pay the same.
17. Without prejudice to the right of the Promoter to receive interest as per the said Rules, on the Purchaser committing three defaults in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser

Promoter	Purchaser [1]	Purchaser [2]

committing any two defaults of payment of instalments, the Promoter shall at their own option, may terminate this Agreement:

Provided that, the Promoter shall give notice of 15 (Fifteen) days in writing to the Purchaser, by Registered Post Acknowledgement Due at the address provided by the Purchaser or by mail at the e-mail address provided by the Purchaser, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which they are intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the said notice period then at the end of such notice period, this Agreement shall stand terminated.

Provided further that upon termination of this Agreement as aforesaid, the consequences hereinafter set out shall follow:

- (a) the Purchaser shall cease to have any right or interest in the said Premises or any part thereof;
- (b) the Promoter shall be entitled to sell the said Premises at such price and on the terms and conditions to such other person or party as the Promoter may in their absolute discretion deem fit;
- (c) the Promoter shall refund to the Purchaser the amount till then paid by the Purchaser to the Promoter towards purchaser price without interest, after deducting therefrom:
  - (i) 20% of the purchase price of the said Premises or the earnest money paid hereunder, whichever is more (which is to stand forfeited by the Purchaser to the Promoter as liquidated damages);
  - (ii) deduct GST and / or any other Tax and/or amount due and payable by the Purchaser and / or paid by the Promoter in respect of the said Premises;
  - (iii) the taxes and outgoings, if any, due and payable by the Purchaser in respect of the said Premises upto the date of termination of this Agreement;
  - (iv) the amount of interest payable by the Purchaser to the Promoter in terms of this Agreement from the date/s of default in payment till the date of termination as aforesaid;
  - (v) in the event of the resale price of the said Premises being less

Promoter	Purchaser [1]	Purchaser [2]

than the purchase price mentioned herein, the amount of such deficit.

However in case if the Promoter receive a credit/ refund of the amount of GST paid on this transaction from the statutory authorities, then in such a case the same shall be refunded by the Promoter to the Purchaser without any interest thereon.

- (d) The Promoter shall, in the event of any shortfall, be entitled to recover the said amount from the Purchaser. The Promoter shall not be liable to pay to the Purchaser any compensation, damages, costs or otherwise and shall also not be liable to reimburse to the Purchaser any Government Charges such as Stamp Duty, Registration Fees, GST, TDS or any other taxes etc. The amount shall be accepted by the Purchaser in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises.

The Purchaser/s agree that receipt of the said refund by cheque from the Promoter by the Purchaser by registered post acknowledgement due at the address given by the Purchaser in these presents, whether the Purchaser accept/s or encash/s the cheque or not, will amount to the said refund.

20. The fixtures, fittings and amenities to be provided by the Promoter in the said Premises and the said building are set out in ANNEXURE-“XII” annexed hereto. The Promoter shall endeavour to provide the amenities of the same specifications as herein stated. However, in the event amenities of the said specifications are not available in the market then the Promoter shall provide amenities of similar quality or as close to the said specifications as the circumstances may permit or their near substitutes.
21. The Purchaser for himself/herself/themselves and with the intention to bind all persons in whosoever hands the said Premises may come, doth hereby covenants that the Promoter shall not be liable and / or responsible for failure of or any defect in the mechanical / hydraulic car parking system or any of them, in the said Building and/or in the Car Parking Tower, after handing over of the same by the Promoter to the Society or any other common organization of the said Building and that the Society / any other common organization shall be solely liable and responsible for maintenance and ware and tare thereof.

Promoter	Purchaser [1]	Purchaser [2]



- 22. The Purchaser for himself/herself/themselves and with the intention to bind all persons in whosoever hands the said Premises may come, doth hereby covenants that he/she/they will not hold the MCGM and/or the Promoter liable for failure of mechanical / hydraulic car parking system in future.
- 23. The Promoter has informed the Purchaser that they may construct the electricity sub-station and any other conveniences on any part of the said property, if so required by the electricity supply company or any other authority.
- 24. The Promoter hereby agree to observe, perform and comply with the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the M.C.G.M. at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Premises to the Purchaser, obtain from the M.C.G.M. the Occupation Certificate in respect of the said Premises.
- 25. The possession of the said Premises will be given by the Promoter to the Purchaser on or before ..... 20..... If the Promoter fail or neglect to give possession of the said Premises to the Purchaser on account of reasons beyond their control and of their agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser the amounts already received by them in respect of the said Premises with interest as per the said Rules from the date the Promoter have received the same till the date of the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving possession of the said Premises on the aforesaid date, if the completion of building in which the said Premises is to be situated is delayed on account of-

- (i) War, civil commotion, pandemic, lockdown or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (iii) Any delay on the part of the MCGM or any other Authorities granting required permissions, sanctions, NOC etc., after the applying for the same by the Promoter; and
- (iv) Any other act/case beyond the Promoter’s control.

- 26. The Promoter, upon obtaining the Occupancy Certificate from the competent authority and the payments having been made by the Purchaser as per this

Promoter	Purchaser [1]	Purchaser [2]

agreement, shall offer in writing the possession of the said Premises to the Purchaser in terms of this Agreement. The Promoter agree and undertake to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter on their behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the Occupancy Certificate of the said Premises. The Purchaser agree and undertake to pay the maintenance charges as determined by the Promoter or association of Purchasers, as the case may be, with effect from the Promoter offering possession of the said Premises to the Purchaser.

27. The Purchaser shall take possession of the said Premises within 15 (Fifteen) days of the written notice from the Promoter to the Purchaser intimating that the said Premises is ready for use and occupancy.
28. Upon receiving a written intimation from the Promoter as per clause 26, the Purchaser shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentations as prescribed in this Agreement, and the Promoter shall give possession of the said Premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 27 the Purchaser shall continue to be liable to pay maintenance charges in respect of the said Premises, with interest on arrears, as applicable.
29. If within a period of five years from the date of handing over the said Premises to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the said Premises or the Wing in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA.
30. The Promoter hereby declares that at present the Floor Space Index available in respect of the said Property is ..... Sq. Mts. and the Promoter are also entitled to load, consume and utilize the Fungible F.S.I. and Transferable Development Rights (T.D.R.) to an extent permissible under the DCPR-2034 for Greater Mumbai and/or such other Regulations in force, for construction of the said Buildings on the said Property and that no part of the said F.S.I. shall be utilized by the Promoter elsewhere for any purpose whatsoever.

Promoter	Purchaser [1]	Purchaser [2]

31. As more particularly agreed in the said hereinbefore recited Agreement for Development and Alternate Accommodation dated 17<sup>th</sup> October, 2010 with the Mandlik Nagar Society, the Promoter may at its own discretion form a separate Society of the flats/Premises purchasers in the said Building (hereinafter referred to as **“the Building No.2 Society”**) and in that event the Mandlik Nagar Society and the Building No.2 Society so formed by the Promoter shall jointly form a Federal / Apex Society (hereinafter referred to as **“the Federal/Apex Society”**) and thereafter the said Property alongwith the said Buildings constructed thereon shall be conveyed by the Promoter in favour of the said Federal / Apex Society, after the said Building and all other structures and premises intended to be constructed by the Promoter on the said Property are duly completed, including the additional construction to be carried out by loading and consuming additional or further F.S.I., if any, and the same are ready for occupation and only after all the premises in the said Building, including those constructed by way of loading and consuming additional or further F.S.I if any, have been duly sold and disposed off by the Promoter and the Promoter shall have received all dues receivable by them in terms of their respective agreements with the Purchasers of all Premises in the said Building including the Purchaser herein. However, if the Promoter decides not to form a separate Society of the flats/Premises purchasers of the said Building, then in that event, Mandlik Nagar Society shall be liable to admit all flat purchasers in the said Building that may be nominated by the Promoter, as its members on payment of membership fee and share money only and no other amount and thereafter the said Property alongwith the said Buildings constructed thereon shall be conveyed by the Promoter in favour of the Mandlik Nagar Society. However, Member/Flat Purchaser in the said Building shall not claim any rights, in the corpus and/or sinking or any other funds of Mandlik Nagar Society. It is further agreed that both the Society shall proportionately maintain, bear and pay the costs of maintenance of the common amenities like internal Road, garden, electric sub-station, sewerage and water-main. In the event of the conveyance being executed in favour of the said Federal / Apex Society or jointly in favour of Mandlik Nagar Society and the Building No.2 Society, than in that event each of such Society shall have a right in the said Property in the ratio of the FSI of their respective Building and the respective Society shall have exclusive right to open space surrounding its building.

Promoter	Purchaser [1]	Purchaser [2]

32. In the event of the Building No.2 Society being formed and registered before the sale and disposal by the Promoter of all the premises in the said Building, and/or before the commencement or completion of construction of additional floors or extension to the said Building, as stipulated above, the powers and authority of the Building No.2 Society shall be subject to the overriding powers of the Promoter in all the matters concerning the same and all amenities pertaining to the same, and in particular the Promoter shall have absolute right, authority and control as regards any unsold premises and the sale/allotment thereof, the commencement and completion of additional constructions, if any, on the said Property.
33. Further, in the event of the Building No.2 Society being formed and registered before the sale and disposal by the Promoters of all the premises in the said Building as stipulated above, the said Society shall be bound and liable to enroll as its members, all the purchasers of the said unsold premises, as and when sold by the Promoter and forthwith upon the Promoter submitting application/s to the Building No.2 Society for enrolment of the said purchasers, without charging any premium or donation or any amount in any other form or nomenclature, save and except the share money and membership charges as were paid by the other original members of the said Society. The Building No.2 Society, however, shall not be entitled to make any flat purchaser/s of any of unsold flat/s / unit/s, as its member/s without the consent in writing of the Promoter.
31. The Purchaser hereby expressly agree that in the event of the Public Authority at any time acquiring any portion of the said Property prior to the issuance of the full Occupation Certificate/s in respect of the said Building, all the benefits of such acquisition, i.e. by way of compensation and/or F.S.I./T.D.R., shall be the exclusive Property of the Promoter, and the Purchaser and/or Mandlik Nagar Society and/or the Building No.2 Society and/or the Federal/Apex Society shall have no right, claim or demand in respect thereof or any part thereof.
32. The Purchaser shall have no claim of any nature whatsoever, save and except in respect of the said Premises agreed to be sold to him/her/them hereunder by the Promoter. All open spaces, lobbies, common terraces, will remain the Property of the Promoter till the said is duly transferred in favour of the Mandlik Nagar Society or the Federal/Apex Society, though, however, the Purchaser shall be entitled to use the same jointly with the existing members

Promoter	Purchaser [1]	Purchaser [2]

of Mandlik Nagar Society as well as the other purchasers of flats and units in said Building.

33. The Promoter shall be entitled to allot/sell all Premises in the said Building as also the remaining premises in the Building No.1 and other structures that may hereafter be constructed on the said Property for any user as may be permitted by the Concerned Authorities and the Purchaser thereof shall be entitled to use the said Premises agreed to be purchased by him/her/them accordingly. The Purchaser herein shall not object to the user of the other Premises in the said Building or in the Building No.1 or any other structure on the said Property for the aforesaid purposes by the respective purchasers thereof.
34. After the Promoter execute this Agreement, they shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take the said Premises.
35. Without prejudice to the aforesaid, it is hereby expressly agreed and provided that so long as it does not in any way effect or prejudice the rights of the Purchaser hereunder in respect of the said Premises the Promoter shall be at liberty to transfer or assign their right in the said Property, as it may deem fit and proper. The Promoter shall also be entitled to sign undertakings and indemnities under any law, rules or regulations concerning construction of buildings or for implementation of their scheme for development of the said Property. The Purchaser shall not interfere with the said rights of Promoter in any manner whatsoever.
36. The Purchaser agrees to pay all amounts payable to the Promoter under the terms of this Agreement as and when the same become due and payable. The Promoter is not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excuse by the Purchaser for non-payment of any amount or amounts due on the respective due events. The Purchaser hereby covenant with the Promoter to pay all amounts agreed to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Promoter indemnified at all times against breach or non-observance of any of the said

Promoter	Purchaser [1]	Purchaser [2]

covenants and conditions, except so far as the same ought to be observed and performed by the Promoter.

37. The Promoter shall in respect of any amount remaining unpaid by the Purchaser under this Agreement shall have first charge and lien on the said Premises agreed to be allotted and sold to the Purchaser under this Agreement, without prejudice to any other rights and remedies available to the Promoter for recovery of outstanding dues from the Purchaser and/or against the said Premises.
  
38. It is hereby agreed that, so long as the various premises in the said Building are not be separately assessed by the M.C.G.M. for levy property taxes and water charge, rates and other outgoings, the Purchaser shall pay the proportionate share of such taxes, rates and other outgoing assessed on the whole building as more particularly mentioned in **ANNEXURE-“XIII”** hereto. The Purchaser shall tentatively pay ₹...../- per month in advance to the Promoter for the same. At the time of taking possession of the said Premises, the Purchaser shall deposit with the Promoter a sum of ₹...../- (Rupees ..... only) as interest free deposit being 12 months’ approximate proportionate taxes, rates and other outgoing of the said Premises. The Promoter shall be entitled at their sole discretion to utilize the same in payment of the outgoings and other monies payable by the Purchaser in respect of the said Premises, if the Purchaser commit default in payment of the said outstanding and other dues regularly every month. Upon the Building No.2 Society being formed and registered, the said sum or the balance thereof, if any, lying with the Promoter shall be handed over to such Society. This provision shall not, however, entitle the Purchaser to require the Promoter to adjust the accruing Municipal rates and taxes and outgoings against the said deposit.
  
39. It is hereby agreed that the Promoter shall not be liable to bear or share any charges or outgoings attributed to and in respect of the unsold premises in the said building and in the Building No.1 and/or the Car Parking Spaces including for mechanical car parking system in the said Building/on the said Property. The Promoter will be liable to bear only the municipal assessment tax, if any, payable and that too only if the M.C.G.M. has not granted the benefit of non-occupancy in respect of such unsold premises, but nothing else.

Promoter	Purchaser [1]	Purchaser [2]

40. The Purchaser shall maintain at his/her/their own costs, the said Premises in the same condition, state and order in which it is delivered to him/her/them, and shall observe and perform all the terms conditions and covenants contained in this Agreement and shall abide by all bye-laws, rule and regulations of the concerned Society, Government, Local Bodies and Authorities and shall attend to, answer and be responsible for all actions, omissions, breaches and violations of any of the conditions or bye-laws, rules or regulations.
41. The Purchaser shall on demand, deposit with the Promoter his/her/their proportionate share towards the deposits for installation of water meter, electric meter and gas meter and/or for any other deposit to be paid by the Promoter to the Local Authority or Body concerned, including the Reliance Infrastructure Ltd. / Tata Power Co. Ltd. or any other electric supply company or authority, Bombay Gas Company or any other energy/gas company and/or MCGM.
42. The Purchaser shall allow the Promoter and their surveyors, agents and servants, with or without workmen and others, at all reasonable times to enter upon the said Premises or any part thereof for the purpose of repairing any part of the said Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences, facilities and utilities belonging to, serving or used for the said Building.
43. The Purchaser shall not at any time demolish or cause to be done any additions or alterations or structural changes of whatsoever nature, within or outside the said Premises or any part thereof. The Purchaser shall keep and maintain the said Premises, walls, floorings, ceiling, partition walls, sewers, drains, pipes and appurtenances thereto and the fittings and fixtures therein in good and tenantable repair and condition and working order, and in particular the said Building, so as to provide shelter to and protect all the parts of the said Building other than his/her/their said Premises. The Purchaser shall not permit the closing of the niches or balconies or Chhaja or make any alterations in the outside elevations and outside colour scheme of the said Building, except with the written permission of the said Society.
44. At any time hereafter, if any additions or alterations in or about or relating to the said Building and/or the Car Parking Tower is/are required to be carried out by the Government, Local Authority or any other statutory Authority, the

Promoter	Purchaser [1]	Purchaser [2]

same shall be carried out by the concerned Society and the purchasers of various Premises in the said Building, including the Purchaser herein, at his/her/their own costs and the Promoter shall not be in any manner liable or responsible for the same.

- 45. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance in respect of the said Building or the Car Parking Tower or other structure/s on the said Property or cause any increased premium to be payable in respect thereof or which may likely to cause nuisance or annoyance to users and occupiers of the other Premises in the said Building.
- 46. The Deed of Conveyance and other documents for transferring the title shall be prepared by the Advocates for the Promoter and the same will contain such covenants and condition as the Promoter shall think reasonable and necessary having regard to the terms and conditions contained in this Agreement and the other agreements entered into by the Promoter, which shall be binding on the Purchaser herein and other purchasers in the said Buildings.
- 47. This Agreement shall be lodged for Registration with Sub-Registrar of Assurance at Borivali/Goregaon in Mumbai by the Promoter, and the Purchaser will attend to the office of the concerned Sub-registrar and admit execution thereof, after the Promoter having informed him/her/them within the prescribed period of the date on which and the number under which it is lodged for registration by the Purchaser.
- 48. All letters circulars, receipts and/or notices issued by the Promoter and dispatched through Courier or by Registered Post to the address known to them of the Purchaser or by email or text message on WhatsApp will be a sufficient proof of the receipt thereof by the Purchaser and shall completely and effectually discharge the Promoter. For this purpose the Purchaser has given the following details:

Name: .....

.....

.....

Email ID .....

Mobile Number for WhatsApp: .....

Promoter	Purchaser [1]	Purchaser [2]



49. The Purchaser shall on demand pay to the Promoters the following amounts and deposits:

- i) ₹.\_\_\_\_\_/- for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoters for preparing and engrossing this agreement and the Deed of Conveyance;
  - ii) ₹.600/- Society's share money & entrance fee.
  - iii) ₹.\_\_\_\_\_/- Society/Formation Charges
  - iv) ₹.\_\_\_\_\_/- Deposit for Electric, Water Meters, & Gas meter.
  - v) ₹.\_\_\_\_\_/- Advance deposit for maintenance charges, including property Taxes for 12 months.
  - vii) ₹.\_\_\_\_\_/- GST on advance Maintenance Charges.
  - viii) ₹.\_\_\_\_\_/- GST on agreement value.
- \_\_\_\_\_
- Total ₹.\_\_\_\_\_/-
- =====

In case there be any deficit in this regard, the Purchaser shall forthwith on demand pay to the Promoters, his/her/their proportionate share to make up such deficit.

50. Any delay or indulgence by the Promoter in enforcing any term or condition of this Agreement or any forbearance or granting of time to the Purchaser herein or any other Purchasers of other Premises in the said Building, shall not be construed as waiver on the part of the Promoter of any such breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser or other such purchasers nor shall the same in any manner prejudice the rights and remedies of the Promoter.

51. The Promoter shall be entitled to alter the terms and conditions of the agreement relating to the un-allotted and unsold Premises in the said Building and the Purchaser herein shall have no right to require the enforcement thereof, in his/her/their favour. The Purchaser herein shall exercise his/her/their rights under this Agreement only.

52. The Promoter hereby represent and warrant to the Purchaser as follows:

Promoter	Purchaser [1]	Purchaser [2]

- a. The Promoter has clear and marketable title with respect to the said Property, as declared in the title report annexed to this Agreement and the Promoter has the requisite rights to carry out the development upon the said Property and also have actual, physical and legal possession of the said Property for the implementation of the Project;
- b. The Promoter has lawful rights and requisite approvals from MCGM and other competent authorities to carry out development of the project and shall obtain further requisite approvals from time to time to complete the development of the Project;
- c. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- d. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- e. All approvals, licenses and permits issued by MCGM and other competent authorities with respect to the project, project land and the said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits issued by MCGM and other competent authorities with respect to the project, project land and the Sale building shall be obtained by following the due process of law and the Promoter has been and shall at all times, remain to be in compliance with all applicable laws in relation to the project, project land, the said buildings/wings, and common areas;
- f. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be effected;
- g. Save as aforesaid, the Promoter has not entered into any agreement for assignment of their rights or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Premises which will, in any manner, affect the rights of the Purchaser under this Agreement;
- h. The Promoter confirm that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Purchaser in the manner contemplated in this Agreement;

Promoter	Purchaser [1]	Purchaser [2]

- i. Upon completion of the project, the Promoter shall hand over lawful, peaceful, physical possession of the said Property including common areas of the said building to the said Society and/or to the Federal Society, as the case may be;
  - j. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities;
  - k. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report;
53. The Purchaser with an intention to bind all persons into whosoever hands the said Premises may come, doth hereby covenants with the Promoter and undertakes as follows:
- (a) To maintain the said Premises at Purchaser's own costs and risk in good, tenantable repair and condition from the date hereof, and shall not do or suffer to be done anything in or to the building in which the said Premises is situated or staircases or any passages, which may be against the rules, regulations or bye-laws of the said Society and/or concerned local or any other authority or charge/alter or make addition in or to the said Building and the said Premises or any part thereof.
  - (b) Not to store in the said Premises or outside, any goods which are of hazardous, combustible or dangerous nature or which are prohibited by law to be brought upon or kept in any such Premises or are so heavy that they are likely to or may damage the construction or structure of the said Building or the said Premises and the Purchaser shall be liable for the consequences of the breach on account of negligence or default of the Purchaser in this behalf and to indemnify the said Society as well as the Promoter.

Promoter	Purchaser [1]	Purchaser [2]

- (c) To carry at his/her/their own costs and risk all internal repairs to the said Premises and maintain the said Premises in the condition, state and order in which the same were delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the said Building or the said Premises which may be forbidden by law or rules or regulations of the Society and concerned local authority or other public authority, and in the event of the Purchaser committing or permitting any act in contravention of the above provisions, the Purchaser shall solely be responsible and liable for the consequences thereof to the Society and concerned local authority and/or other public authority, and to indemnify the Society as well as the Promoter for all consequences thereof.
- (d) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any structural changes, addition or alteration in the said Premises or in the elevation and outside colour scheme of the said Building and shall keep the partitions, sewers, drainage pipes in the said Premises and appurtenances thereto in good and tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the said Building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. parris or other structural members in the said Premises without the prior written permission of the said Society as also other concerned authority. If, on account of any additions or alterations being carried out by the Purchaser in the said Premises (whether such additions and alterations are permitted by the concerned authorities or not), there be any damages to the adjoining Premises or to the Premises situated below or above the said Premises (inclusive of leakage of water and damages to the drains) the Purchaser shall at his/her/their own costs, risk and expenses repair such damage (including recurrence of such damages).
- (e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the said Building.
- (f) To bear and pay the proportionate Municipal Taxes, water charges, common electricity charges and other maintenance charges, on and from the date of taking possession of the said Premises from the

Promoter	Purchaser [1]	Purchaser [2]

Promoters, including for fit-out, carrying out renovation/furniture in the said Premises, either before or after the issuance of the Occupation Certificate by the M.C.G.M.

- (g) To bear and pay increase in local taxes, water charges, insurance premium and such other levy, if any, which are imposed by the concerned local Authority and/or Government and/or other public Authority, on account of changes of user of the said Premises by the Purchaser, and indemnify the Promoter and the said Society in that behalf.
  - (h) The Purchaser shall allow and permit the Promoter and their surveyors and agents and servants, with or without workmen and others, at all reasonable times to enter and upon the said Premises to view and examine the state and condition thereof and/or for the purpose of repairing any part of the said Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences, facilities and utilities belonging to, serving or used for the said Building and/or the Sale Building and/or the Car Parking Tower proposed to be constructed by the Promoter on the said Property;
  - (i) The Promoter shall not be held responsible for the consequences arising out of the changes in law or changes in Municipal and other Laws, rules, regulations, etc.
54. If at any time this transaction is held to be liable to any additional tax, cess etc. the same shall be payable by the Purchaser to the Promoter, forthwith on demand, failing which the Purchaser shall be liable to pay the same with interest thereon as per the said Rule, with quarterly rests.
55. The Promoter shall be entitled to construct additional structures like additional Electric Sub-station/s, office for the Society/Societies, place of worship, temple, covered and closed garages in open compound, underground and overhead tanks, watchman's cabin/s, toilet units for staff and domestic servants, septic tank/s, soak pits etc. on the said Property. The Purchaser hereby gives irrevocable consent and no objection to the Promoter for carrying out all the said constructions on the said Property. All such additional constructions shall be carried out by the Promoter in accordance

Promoter	Purchaser [1]	Purchaser [2]

with and in conformity with the building plans as may be approved by the concerned Authorities from time to time.

56. If any permission is required to be obtained or any compliance is to be effected under any other Central or State legislation and/or the rules framed thereunder and/or under any other order, notification or ordinance whatsoever and by whatever name called, for conveyance and/or transfer of the said Property with the said Buildings in favour of Mandlik Nagar Society and/or the Building No.2 Society or the Federal/Apex Society, the same shall be complied with by the Purchaser/ the body of all the purchasers and/or the concerned Society in consultation and co-operation with the Promoter and all costs and charges and expenses, if any, that may have to be incurred in connection therewith shall be borne and paid by the Purchaser and/or the concerned Society.
57. The Agreement sets forth the entire agreement and understanding between the Purchaser and the Promoter and supersedes, cancels and merges:
- (a) All agreements, negotiations, commitments, writings between the Purchaser and the Promoter prior to the date of execution of this agreement;
  - (b) All the representation, warranties, commitments, etc. made by the Promoter in any documents, brochure, hoarding, etc. and /or through on any other medium;
  - (c) The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoter under this Agreement;
58. The Purchaser hereby admit and confirm that the Promoter have prior to entering into this Agreement, informed the Purchaser and the Purchaser has agreed that all Brochures, Pamphlets, Literature and/or Plans whether approved or otherwise, published / issued by the Promoter, showing Gardens, Open Spaces, Recreation Areas or any other details in the said Plans and/or in the Brochure, Pamphlets or otherwise, are all tentative, subject to such variations, modifications and cancellation and/or withdrawal and/or shifting, as the Promoter may deem fit and proper, without any prior notice/intimation in any form to the Purchaser.

Promoter	Purchaser [1]	Purchaser [2]

59. Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser, until, firstly, the Purchaser pays the Stamp Duty on this Agreement and secondly signs and delivers to the Promoter this Agreement with all the schedules/annexures along with the payment due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Purchaser and thirdly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Purchaser and/or appear before the concerned Sub-Registrar for registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser for allotment of the said Premises shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without interest or compensation whatsoever, after deducting therefrom 20% of the booking amount, towards the administration charges and processing fees of the Promoter.
60. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent purchaser of the said Premises, in case of transfer, as the said obligation go along with the said Premises for all intent and purposes.
61. If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted insofar as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to the said Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
62. Whenever in this Agreement it is stipulated that the Purchaser has to make payment, in common with other purchasers/allottees in the Project, the same

Promoter	Purchaser [1]	Purchaser [2]

shall be proportionate to the carpet area of the said Premises to the total area of all the Premises in the Project.

- 63. The stamp duty, registration charges and other fees and charges on this Agreement shall be borne and paid by the Purchaser alone. The Promoter shall not be held liable and/or responsible for the same or any of them.
- 64. Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulatory Authority at Mumbai, as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations, thereunder.
- 65. The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts at Mumbai will have jurisdiction for this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto and to the duplicate hereof set and subscribed their respective hands the day and year first herein above written.

**THE SCHEDULE ABOVE REFERRED TO:**

ALL THAT piece or parcel of land bearing Sub-Divided Plot No. A, forming part of Survey No.19 (Part), Old City Survey Nos.29, 30, 31, 32 and 32/1 to 4, admeasuring 7357.94 Sq. Mtrs. or thereabouts and now bearing New City Survey No. 29, admeasuring 7327.2 Square Meters or thereabouts, of Chinchavali Village, Taluka Borivali, within the Registration Sub-District of Borivli and Registration District of Mumbai Suburban, situate, lying and beong at Chinchvalli Road, Malad (West), Mumbai – 400 064.

**SIGNED AND DELIVERED by the withinnamed Promoter:**

<p>_____</p> <p>Signature</p> <p><b>TRIUMPH BUILDERS LLP</b>  <b>Through its authorized Partner</b>  <b>MR. ....</b></p>	<p>Photo</p>	<p>Left hand thumb impression</p>
--	--------------	---

Promoter	Purchaser [1]	Purchaser [2]



in the presence of ... ..

1.

2.

**SIGNED AND DELIVERED** by the within named **“PURCHASER/S”**:

<p>_____</p> <p>Signature</p> <p><b>MR./ MRS. ....</b></p>	<p style="text-align: center;">Photo</p>	<p style="text-align: center;">Left hand thumb impression</p>
<p>_____</p> <p>Signature</p> <p><b>MR./ MRS. ....</b></p>	<p style="text-align: center;">Photo</p>	<p style="text-align: center;">Left hand thumb impression</p>

in the presence of ..... ..

1.

2.

**RECEIPT**

(Subject to realization of cheques)

**RECEIVED** from the within named the **PURCHASER** a sum of  
**₹...../-** (Rupees .....  
 ..... only) being the amount of earnest money by  
 him/her/them paid to us as detailed below :

Sr.No.	Cheque No.	Dated	Drawn on Bank	Amount in ₹.

Promoter	Purchaser [1]	Purchaser [2]

--	--	--	--	--

WITNESSES:

- 1.
- 2.

WE SAY RECEIVED

For **Triumph Builders LLP**

Partner

Promoter	Purchaser [1]	Purchaser [2]

**ANNEXURE – “XI”**

**A. COMMON AREAS & FACILITIES:-**

- (i) Entrance lobby of the building;
- (ii) Staircase of the building including the landing for the purpose of ingress and egress, but not for the purpose of storage, recreation, residence or sleeping;
- (iii) Pump room with pump in the compound.
- (iv) Overhead water tanks.
- (v) Ground water tank with electrical pump.
- (vi) Lift Machine Rooms on the terrace.
- (vii) Terrace.
- (viii) Electrical wiring through out the building.
- (ix) Necessary lights and public water connections.
- (x) The foundation and main walls, columns, beams and roofs of the said Building.
- (xi) Tanks, pumps, motors and in general all apparatus and installation existing for common use.
- (xii) Lifts.
- (xiii) Fire fighting equipments.
- (xiv) Mechanical Car Parking System in the Car Parking Tower and in the Stilt.

**B. LIMITED COMMON AREAS & FACILITIES:-**

- i) Landing in front of stairs on the floor on which the said Premises is located, as a mere access to the flat but not for the purpose of storage, recreation, residence or sleeping. The landing is limited for the use of occupiers of the Premises on that particular floor and the visitors thereto but is subject to means of access for reaching other floors, available to all residents and their visitors.
- ii) Pocket Terraces, which are allotted specifically to flat Allottees, shall belong to and are meant for the exclusive use of such flat Allottees alone. No other Premises-Allottees or the Society shall have or claim any rights thereto.

Promoter	Purchaser [1]	Purchaser [2]

**ANNEXURE “XIII”**  
**(OF THE MAINTENANCE CHARGES)**

1. The expenses of maintaining, repairing, redecorating etc. of the main structure and in particular the compound, terrace, sewerage and rain water pipes of the sale building, water-pipes, gas pipe and electric wires, lift etc., in under or upon the sale building enjoyed or used by the Allottees whether on ground floor in common with the other occupiers of the other shops/offices/flats, closed garages, and the main entrance, landings and structures of the building as enjoyed by the Allottees or used by him/them in common as aforesaid and the boundary walls of the building compounds etc.
2. Common electricity and water charges.
3. The cost of cleaning and lighting the passages, landings, staircases, and other parts of the building as enjoyed or used by the Allottees in common as aforesaid.
4. The salary and/or wages of clerks, bill collector, liftmen, security guards, sweepers, gardeners etc.
5. Insurance Premium of the building.
6. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.
7. Taxes, cess, levies, land revenue, water charges, electricity charges, Municipal Taxes etc.
8. The maintenance, repairs, replacement of the lifts.
9. The maintenance, repairs, replacement of the Mechanical Car Parking System in the Car Parking Tower and in the Stilt.
10. The maintenance, repairs, replacement of the fire fighting equipments, etc.

Promoter	Purchaser [1]	Purchaser [2]

\*\*\*\*\*

DATED THIS ..... DAY OF ..... 20...

\*\*\*\*\*

**TRIUMPH BUILDERS LLP** ... Promoter

AND

**MR./MRS.** .....

.....  
... Purchaser/s

**AGREEMENT FOR SALE**  
OF  
Flat No....., ..... Floor, G/H-Wing  
“.....”  
S. V. Road, Malad (West),  
Mumbai-400 064

**M/S. MEHTA & CO.**  
Advocates & Solicitors,  
S. P. Centre, 2<sup>nd</sup> Floor,  
70, Nagindas Master Road,  
For, Mumbai- 400 023  
H/1724 RERA Agreement.-Sale Buildin

Promoter	Purchaser [1]	Purchaser [2]