

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made and entered into at Mumbai, this day of20.....

BETWEEN

AMEY REALTY & CONSTRUCTION LLP, a Limited Liability Partnership, registered under the Limited Liability Partnership Act, 2008, under LLP Identification No.AAR-2553 (previously known as “M/s. Amey Construction, registered under the Indian Partnership Act, 1932 and subsequently converted into “Amey Realty & Construction LLP”, in pursuance of the Certificate of Registration on Conversion dated 9th December, 2019 issued by the Asst. Registrar of Companies), having their Registered Office at GB, Shiv Chhaya CHS, Sir M.V. Road, Andheri (East), Mumbai-400 069, hereinafter referred to as “**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 (to the extent permissible in the law) and last survivor of them and their/his/her heirs, executors, administrators and assigns) of the **ONE PART**;

AND

MR./MRS./M/S.
.....
.....
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 in case of individuals his/her/their heirs, executors, administrators, and in case of firm, its partners/proprietor for the time being and from time to time and the last survivor of them and in case of Company, its successor-in-title and permitted 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 Promoter and Purchaser are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A) By a Deed of Conveyance dated 24th June 1955, registered with the Sub-Registrar of Assurances at Bandra, Mumbai under No. BND/484/1955, and made between Shri Nagardas Dharsi Bhuta and Smt. Kashibai Nagardas Bhuta, therein called the Vendors of the One Part and Shri Ramdular Bhagwat Narayan Pandey (as he was the nalive and now since deceased), therein called the Purchaser of the Other Part, the said Shri Nagardas Dharsi Bhuta and Smt. Kashibai Nagardas Bhuta sold, conveyed, transferred and assigned unto the said Shri Ramdular Bhagwat Narayan Pandey, all that pieces or parcels of land bearing Survey Nos.45, Hissa No.1 (Part), and Survey No. 46, Hissa No. 8 (Part) of Village Mogra, Taluka-Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter referred to as "**the said larger land**"), at or for the consideration and on the terms and conditions more particularly stated therein;
- B) Subsequently, in or about the year 1971, the said larger land bearing Survey Nos.45, Hissa No.1 (Part) and Survey No. 46, Hissa No. 8 (Part) were allotted City Survey Nos.182, 182/1 to 5 and the area thereof was fixed as 4972 Square Meters;
- C) Shri Ramdular Bhagwat Narayan Pandey died intestate at Mumbai, on 21st December 1981, leaving behind him, his widow Smt. Rajdulari Ramdular Pandey, 5 sons Shri Laxminarayan Ramdular Pandey, Shri Satyanarayan Ramdular Pandey, Shri Seshnarayan Ramdular Pandey, Shri Vijaykumar Ramdular Pandey and Shri Santoshkumar Ramdular Pandey and one daughter Pushpavati Ramdular Pandey, as his only heirs, next-of-kin and legal representatives, under the provisions of the Hindu Succession Act, 1956, by which he was governed at the time of his death;
- D) Upon the death of the said Shri. Ramdular Bhagwat Narayan Pandey, the said larger land devolved upon the said Smt. Rajdulari Ramdular Pandey, Shri Laxminarayan Ramdular Pandey, Shri Satyanarayan Ramdular Pandey, Shri Seshnarayan Ramdular Pandey, Shri Vijaykumar Ramdular Pandey, Shri Santoshkumar Ramdular Pandey and Pushpavati Ramdular Pandey (hereinafter referred to as "**the Original Owners**", for the sake of convenience);
- E) By and under the unregistered Development Agreement dated 15th July 1994, made between the Original Owners, therein called the First Owner, Second Owner, Third Owner, Fourth Owner, Fifth Owner, Sixth Owner and Seventh Owner, respectively, and one Bagwe Housing Pvt. Ltd., therein called the Developers, the Original Owners had agreed to grant the development rights in respect of the said larger land unto and in favour of Bagwe Housing Pvt. Ltd., at or for the consideration and on the terms and conditions as more particularly stated therein;
- F) In pursuance of the said Development Agreement dated 15th July 1994, the Original Owners also executed two Power of Attorneys dated 26th October 1994 and 26th April 2002, respectively, and thereby appointed Bagwe Housing Pvt. Ltd. as their constituted attorney to do and carry out certain acts, deeds, matters and things for the development of the said larger land, as more particularly stated therein.
- G) Subsequently, in pursuance of an Order dated 6th August 2002 passed by the Collector, MSD, old Property Cards of C.T.S. Nos.182, 182/1 to 5 were cancelled and new Property Cards came to be opened as C.T.S. Nos.182/A, 182/B, 182/C, 182/D and 182/E, respectively. Thereafter, from time to time, the area of the said sub-divided plots were corrected and lastly by an Order bearing No. C/Karya-3C/Amalgamation/Sub-Division /S.R.A. 403 dated 25th February 2004, Rectification Order dated 19th April 2004 and further Order dated 5th May 2004, the aggregate area thereof was fixed as 5057.7 Square Meters.
- H) In pursuance of the said Development Agreement dated 15th July 1994, Bagwe Housing Pvt. Ltd. developed only one sub-divided plot of land bearing New City Survey No.182/A, admeasuring 2143.9 Square Meters or thereabouts and

constructed a building thereon known as “Gajlaxmi Apartments” and sold / allotted the flats and other premises constructed in the said building to various persons, under the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, and placed the said purchasers / Allottees in possession of their respective flats/premises in the said building;

- I) Out of the said large land, the sub-divided land bearing C.T.S. No.182/B admeasuring 1220.8 Square Meters was reserved for 60 Feet Wide D. P. Road, and the same was surrendered to the Municipal Corporation of Greater Mumbai by the Original Owners; C.T.S. No.182/C admeasuring 1486.1 Square Meters is reserved for Maternity Home; C.T.S. No.182/D admeasuring 65.9 Square Meters is reserved for 30 Feet Wide D. P. Road and C.T.S. No.182/E admeasuring 141 Square Meters is reserved for Maternity Home, under the Development Plan of the Municipal Corporation of Greater Mumbai;
- J) Bagwe Housing Pvt. Ltd. was not willing to develop the remaining portions of the said large land bearing C.T.S. Nos.182/C, 182/D and 182/E, and therefore, by a Deed of Surrender dated 13th February 2006, Bagwe Housing Pvt. Ltd. duly surrendered, released and relinquished unto the said Original Owners, all its rights, entitlements, interest and claims under the said Development Agreement dated 15th July 1994, in respect of the said remaining portions of the said larger land bearing C.T.S. Nos.182/C, 182/D and 182/E, aggregately admeasuring 1693 Square Meters or thereabouts, more particularly described in the **First Schedule** hereunder written and shown delineated in Red Colour boundary line on the plan annexed hereto and marked as **Annexure-‘A’** (hereinafter referred to as “**the said Property**”), at and for the consideration and on the terms and conditions more particularly recorded therein;
- K) Similarly, by another Deed of Surrender dated 13th February 2006, Bagwe Housing Pvt. Ltd. also surrendered, revoked and canceled both the said Powers of Attorney dated 26th October 1994 and 26th April 2002, in respect of the said Property;
- L) By a Deed of Conveyance dated 21st December 2006, registered with the Sub-Registrar of Assurances at Bandra, Mumbai, under Serial No.BDR-1/2605/2006, made between the Original Owners, therein called as the Vendors of the One Part and M/s. Amey Constructions, therein called the Purchasers of the Other Part, the Original Owners have sold, transferred and conveyed the said Property, together with the structures and stable standing thereon, unto and in favour of M/s. Amey Constructions, at or for the consideration and on the terms and conditions more particularly stated therein;
- M) There existed few structures and a stable containing certain Khilas standing on the said Property, which were occupied by the tenants/occupants. To facilitate the development of the said Property, the Promoter has acquired the surrender of tenancy/occupancy rights of some of the tenants/occupants, whereas the Promoter has also entered into the separate but similar agreements with the remaining tenants/occupants and have thereby agreed to provide them the residential flats in the new building proposed to be constructed on the said Property, as and by way of their respective permanent alternate accommodations on Ownership basis, in lieu of their respective tenanted premises, on the terms and conditions more particularly stated therein;
- N) Or or about 20th February, 2014, Bagwe Housing Pvt. Ltd. has filed the suit in the High Court of Judicature at Bombay, being Suit No. 309 of 2014, against the Original Owners, M/s. Amey Constructions and one M/s. Shree Construction Company, *inter alia*, for a declaration that both the aforesaid Deeds of Surrender dated 13th February 2006 are invalid and inoperative and not binding upon Bagwe Housing Pvt. Ltd. and that the said Development Agreement dated 15th July 1994 and the said Power of Attorney dated 26th October 1994 and 26th April, 2002 are valid, subsisting and binding on the parties and for a decree for specific performance of the said Development Agreement dated 15th July 1994, and for

other consequential reliefs. The said Suit is pending before the High Court of Judicature at Bombay, though however, till this date no adverse order has been passed in the said Suit affecting the title of the said Property;

- O) On 16th May 2014, Bagwe Housing Pvt. Ltd. has registered the Notice of Lis-Pendens in respect of the said Suit No. 309 of 2014, with the Sub-Registrar of Assurances at Andheri, Mumbai, under Serial No. AND-2/3378/2014.
- P) M/s. Shree Construction Company has also filed a suit in the High Court of Judicature at Bombay, being Suit No. 1033 of 2016, against the Original Owners, M/s. Amey Constructions and Bagwe Housing Pvt. Ltd., *inter alia*, claiming the identical reliefs as prayed for by Bagwe Housing Pvt. Ltd. in its aforesaid Suit No. 309 of 2014 and for a further declarations that the purported Agreements dated 13th January 1999 and 26th February 1999, allegedly entered into between Bagwe Housing Pvt. Ltd. and Shree Construction Company and Powers of Attorney dated 3rd March 1999 and 26th April 2002, allegedly executed by Bagwe Housing Pvt. Ltd. in favour of one Gajanan Rajaram Parulekar-alleged Partner of Shree Construction Company, are valid and subsisting and other consequential reliefs. The said Suit is also pending before the High Court of Judicature at Bombay, though however, till this date no adverse order has been passed in the said Suit affecting the title of the said Property;
- Q) The Promoter is thus entitled and enjoined upon to construct a new building on the said Property in accordance with the recitals hereinabove and the Promoter are in possession of the said Property;
- R) Out of the said Property C.T.S. Nos.182/C and 182/E are reserved for Maternity Home and are capable of development as per Regulation No.17, Table 3, 4 & 5 of the Development Control & Promotion Regulations, 2034, for Greater Mumbai, with the permission of the Municipal Corporation of Greater Mumbai (“MCGM”, for short);
- S) In the premises aforesaid, with the purpose of carrying out development on the said Property, the Promoter submitted the plans and proposals to the MCGM and by the letter dated 24th May, 2021, the Dy. Executive Health Officer, Zone-III of the MCGM granted the permission and no objection for construction of the proposed building for Maternity Home on the part of the said Property;
- T) In the premises aforesaid, the Promoter are entitled to carry out development on the said Property and with that purpose, at present due to the height constraint on the construction of the new building on the said Property, the Promoter has submitted the proposal to the Municipal Corporation of Greater Mumbai (“M.C.G.M.” for short) for construction of a new building consisting of Two Wings i.e. Wing-“A” comprising of Stilt with Mechanical/Mechanized/ Stack Car Parking System + 1st to 18th Upper Floors containing residential flats, the Mechanized Car Parking Tower, pit and mechanized/puzzle car parking in the open compound and Wing-“B” comprising of Stilt with Mechanical/Mechanized/ Stack Car Parking System + 1st to 9th Upper Floors for Maternity Home and have obtained various concessions and approvals for the same from the M.C.G.M. and other authorities. However, at present the M.C.G.M. has sanctioned the plans for construction of Wing-“A” comprising of Stilt with Mechanical/Mechanized/ Stack Car Parking System + 1st to 13th Upper Floors containing residential flats, together with the Mechanized Car Parking Tower, pit and mechanized/puzzle car parking in the open compound and Wing-“B” comprising of Stilt with Mechanical/Mechanized/ Stack Car Parking System + 1st to 9th Upper Floors for Maternity Home and Intimation of Disapproval (I.O.D.) thereon bearing No. CE/8215/WS/AK/IOD/1/NEW dated 19th August 2021 has been issued. Subsequently the Promoter submitted the amended plans and while sanctioning the said amended plans, the MCGM has issued the Amended Plan Approval Letter bearing No. CE/8215/WS/AK/IOD/2/Amend dated 23rd December 2021 and has also issued the Commencement Certificate bearing No. CE/8215/WS/AK/CC/1/NEW dated 10th March, 2022. The Xerox Copies of the said I.O.D. dated 19th August, 2021, Amended Plan Approval letter dated 23rd

December 2021 and Commencement Certificate dated 10th March, 2022 are annexed hereto as **Annexures-‘B’, ‘C’ & ‘D’**, respectively;

- U) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure-‘E’**;
- V) The Promoter has informed the Purchaser that as per the permission granted and plan sanctioned by the MCGM, out of the said Property, the land admeasuring 651.61 Square Meters forming part of CTS Nos. 182/C and 182/E along with Wing-B of the proposed building that may be constructed by the Developer on the said portion of land are required to be handed over to the MCGM free of costs. Further the land bearing CTS No. 182/D which is under reservation for D. P. Road is also required to be handed over to the MCGM free of costs. Thus, Wing-‘A’ of the said new building shall be constructed by the Promoter on the remaining portion of the said Property bearing C.T.S. Nos. 182/C and 182/E, aggregately admeasuring 970.68 Square Meters or thereabouts (after deduction of set back area of 4.81 Square Meters) and more particularly described in the **Second Schedule** hereunder written and shown delineated in Blue Colour boundary line on the plan **Annexure-‘A’** hereto (hereinafter referred to as “**the said Plot**”);
- W) The Promoter has accordingly commenced construction of the said Building after demolishing the old structures and stable, in accordance with the said sanctioned plans;
- X) The Promoter has specifically informed the Purchaser that at present the Promoter has not loaded the full permissible FSI which the Promoter is entitled to use and utilize for construction of the said Building and the Promoter has reserved its right to load, consume and utilize the balance/unutilized F.S.I., if any, available under the DCPR on the future date and for that purpose the Promoter shall at any time hereafter amend / revise the said plans, *interalia*, for the purpose of construction of additional floors in Wing-‘A’ i.e. upto 18th Upper Floors (with the height presently permitted for construction) or 19th Upper Floors (if more height is permitted by the concerned authorities), by loading, consuming and utilizing the said balance and/or additional F.S.I., and to obtain sanctions and permissions for the same from the M.C.G.M. and other concerned authorities as the Promoter may deem fit and proper. The Purchaser has by signing and executing this Agreement has granted his/her/their irrevocable no-objection and consent for the said purposes as contemplated under the provisions of Section 14 (2) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the “**RERA**”) and the Rules and Regulations thereunder;
- Y) While sanctioning the said plans the M.C.G.M. has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property and also to be observed and performed by the purchasers/allottees of various premises in the new building including the Purchaser herein, and upon due observance and performance of which only the occupation and completion certificates in respect of the said Building shall be granted by the M.C.G.M.;
- Z) Similarly, while sanctioning the said plans the Municipal Corporation of Greater Mumbai has granted the concessions for open space deficiencies and thus the said plans are sanctioned by the Municipal Corporation of Greater Mumbai with open space concessions/ deficiencies;
- AA) The Promoter has brought to the notice of the Purchaser, that on 9th August, 2021, 2nd September, 2021 and 22nd November, 2022 the Promoter has executed the Undertakings-Cum-Indemnities in favour of the M.C.G.M. and has thereby agreed and undertook, *interalia*, as follows:
 - a) that the part/pocket terraces area and areas claimed free of FSI, if any, will not be misused in future;
 - b) that the building under reference is in deficient open space and M.C.G.M. will not be held liable for the same in future;

- c) that there is no contiguous holding / piece of land with the said Property;
 - d) that the area reserved for parking shall be used / utilized for the purpose of parking only;
 - e) that the lift machine rooms will not be misused;
 - f) that the conditions imposed in CFO NOC shall be abided;
 - g) that the mechanized parking system shall be equipped with electric sensor floor devices and also proper precautions and safety measures shall be taken to avoid any mishap and maintenance of the same shall be done regularly;
 - h) that excess parking spaces shall be handed over to M.C.G.M. free of cost in case full permissible FSI/TDR is not consumed;
 - i) that M.C.G.M. will not be held liable for any failure of mechanical parking system in future;
- BB) The Promoter has provided to the Purchaser the copies of the aforesaid Undertakings-Cum-Indemnities and the Purchaser hereby agree and undertake to abide by the undertakings given thereunder as if the same are given by the Purchaser;
- CC) The Promoter has entered into a standard agreement with the Architects Taranath Shetty & Associates, registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects; and the Promoter have appointed a the Structural Engineer, M/s. Neel Solutions, for the preparation of the structural design and drawings of the said building and the Promoter accepts the services of the Architect and Structural Engineer till the completion of the said building;
- DD) In the premises aforesaid, after providing to the tenants/occupants of the said old structures the permanent alternate accommodations in lieu of their respective old tenements on the said Property as provided in various agreements entered into by the Promoter with the respective tenants/occupants, the Promoter has the sole and exclusive right to allot/sell all remaining flats and other premises proposed to be constructed in Wing-‘A’ of the said Building and proposed to be known as **“Amey Apartment”** on what is commonly known as “Ownership Basis” and to enter into agreements with the Allottees of the said premises and to receive the sale price in respect thereof;
- EE) By a Mortgage Deed dated 28th July, 2022, registered with the Jt. Sub-Registrar of Assurances, Andheri-7, Mumbai, under Serial No. BDR-18/13289/2022, the Promoter has created the Simple Mortgage without possession, in favour of State Bank of India, Chembur Branch, Mumbai (“SBI” for short), upon the said Property and the unsold flats in the project (*including the said Premises*), to secure the project specific loan obtained by the Promoter from SBI, as more particularly stated therein;
- FF) The Purchaser has/have inspected the title documents, permissions and sanctions from to time granted by various authorities, sanctioned and proposed Plans, I.O.D., C.C., respective agreements between the Promoter and the respective tenants/occupants, Mortgage Deed, the relevant City Survey and Revenue Records etc. The Purchaser has/have accepted the Title Certificate in respect of the said Property, dated 15th November, 2022 issued by M/s. Mehta & Co., Advocates & Solicitors for the Promoter, a copy whereof is annexed and marked as **Annexure–“F”**. The Purchaser has/have fully satisfied himself / herself / themselves about the rights of the Promoter to the said Property and to develop and construct the said new building and to allot/sale the remaining premises therein in the manner herein contained and the Purchaser has/have agreed that he/she/they shall not be entitled to raise any requisition/query/demand upon the Promoter with regard thereto;

- GG) The Purchaser/s hereby admit and confirm that he/she/they had demanded from the Promoter and the Promoter has given inspection to the Purchaser/s of all the documents referred to hereinabove viz. of title relating to the said Property, agreements, mortgage deed, permissions, approvals, sanctions, plans, IOD, CC, designs, specifications sanctioned by the M.C.G.M. 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 and the Rules and Regulations thereunder and at the specific request made by the Purchaser/s, 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;
- HH) The Purchaser has applied to the Promoter for allotment of one residential premises bearing **Flat No., on the Floor**, in Wing-‘A’ of the said Building and proposed to be known as **“Amey Apartment”** (hereinafter referred to as **“the said Premises”**) and which is under construction on the said Property by the Promoter;
- II) 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 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;
- JJ) SBI has, by its letter dated **2022/23**, granted its no-objection the permission to the Promoter to sell and transfer the said Premises, on the terms and conditions as stated therein. A copy of the said letter is hereto annexed as **Annexure-‘G’**;
- KK) Relying upon the said application, declaration and agreement, the Promoter has agreed to sell to the Purchaser, the said Premises at the price and on the terms and condition hereinafter appearing;
- LL) The Promoter has got some of the approvals from the concerned local authority to the plans, the specifications, elevations, sections 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;
- MM) The Promoter have registered the Project under the provisions of the RERA with the Maharashtra Real Estate Regulatory Authority (MahaRERA) under Project Registration No. P51800045221. A copy of the said Registration Certificate dated 10th May 2022 is annexed hereto and marked as **Annexure-“H”**;
- NN) Under Section 13 of the said Act the Promoter are required to execute a written Agreement for allotment and sell of the said Premises to the Purchaser, being in fact this Agreement and also to register the same 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 building which is proposed to be constructed by the Promoter on the said Property more particularly described in the First Schedule hereunder written will be consisting of Two Wings i.e. Wing-“A” comprising of Stilt with Mechanical/Mechanized/ Stack Car Parking System + 1st to 18th Upper Floors (19th Upper Floors if more height is permitted) containing residential flats and

proposed to be known as “**Amey Apartment**”, the Mechanized Car Parking Tower, pit and mechanized/puzzle car parking in the open compound, as may be permitted by the Municipal Corporation of Greater Mumbai (hereinafter referred to as “**the said Building**”) and Wing-”B” comprising of Stilt with Mechanical/Mechanized/ Stack Car Parking System + 1st to 9th Upper Floors for Maternity Home (hereinafter referred to as “**Maternity Home Building**”), in accordance with the plans and specifications sanctioned and from time to time amended and sanctioned by the M.C.G.M.

3. As recited hereinabove, the Promoter has informed the Purchaser that the Promoter is entitled to amend / revise the said building plans, *inter alia*, for the purpose of construction of additional floors in the said Building by loading, consuming and utilizing the balance/unutilized and/or additional F.S.I., if any, including by way of unutilized Fungible F.S.I. and/or balance loadable and/or additional Transferable Development Rights (T.D.R.), as permissible, from time to time, under the Development Control Promotion & Regulations, 2034 for Greater Mumbai, for the time being in force and from time to time in force, till the issuance of the full occupation certificate for the said Building, after obtaining further/additional sanctions and permissions from the M.C.G.M. to the amended or revised building plans as the Promoter may deem fit and proper, at any time hereafter. The Purchaser hereby 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 said Plans in respect of the said Building and as a part of such amendment in the building plans, the Promoter may construct additional areas by constructing additional floors on the said Building, as may be approved by the M.C.G.M., from time to time. 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 construction of additional floors in the said Building and to carry out the said construction in accordance with the amended 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 and the rules and regulations thereunder, for all aforesaid purposes. 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 herein, if at any time the separate consent or no objection is required from the Purchaser/s for any of the said purposes including for amendment, alteration, addition or modification of the said Building plan 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 fail or neglect 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.
4. The Purchaser hereby confirm that he/she/they is/are aware that, while sanctioning the aforesaid plans the M.C.G.M. has granted the concessions for open space deficiencies and thus the said plans are sanctioned by the M.C.G.M. with open space concessions/deficiency. 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. The Purchaser further agree and undertake that he/she/they will not held M.C.G.M. liable for the same in future.
5. The Purchaser hereby further confirm that he/she/they is/are aware that, the Promoter are proposing to provide the Mechanical/Mechanized/ Stack Car Parking System in the Stilt, Car Parking Tower and in the compound of the said Building. The Purchaser agree and undertake that he/she/they will not hold M.C.G.M. liable for failure of the Mechanical/Mechanized/ Stack Car Parking System/Tower in future and proper precautions and safety measures shall be taken to avoid any mishap and damages occurs due to flooding, if any, in the pit and maintenance of the Mechanical/Mechanized/ Stack Car Parking System/Tower

shall be done regularly, after the Purchaser is put in possession of the Premises agreed to be purchased by him/her/them under this Agreement.

6. The Purchaser further confirm that he/she/they is/are aware that there is inadequate maneuvering space of car parking's and the Purchaser hereby agree and undertake that he/she/they will not make any complaint to M.C.G.M. and/or the Promoter in this regard, in future.
7. As recited hereinabove, the Purchaser has demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents of title relating to the said Property, agreements, permissions, approvals, sanctions, plans, designs, specifications sanctioned by the M.C.G.M. 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/s, 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 from the Promoter and that the Purchaser is satisfied about the same and also about the Promoter' right to construct the said Building 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. The Purchaser/s further agrees that he/she/they is/are aware of terms and conditions of the permissions and sanctions for development granted by the M.C.G.M. and that the Purchaser shall be bound by the same.
8. The said Building will be constructed by the Promoter in accordance with the buildings plans prepared by their Architect and sanctioned by the Concerned Authorities, from time to time, as aforesaid.
9. The Purchaser hereby agree to purchase and acquire from the Promoter, and the Promoter agree to sell to the Purchaser a residential premises bearing **Flat No., admeasuring Square Meters (Carpet Area as per RERA) i.e. Square Feet (Carpet Area as per RERA)**, on **Floor**, in Wing-"A" of the Building proposed to be constructed by the Promoter on the said Plot described in the Second Schedule hereunder written and to be known as "**Amey Apartment**", as shown on the authenticated copy of the plans of the premises agreed to be purchased by the Purchaser, as sanctioned and approved by the M.C.G.M. annexed and marked as **Annexure-'I'** (hereinafter referred to as "**the said Premises**"), for the consideration of ₹/- **(Rupees only)**, including the proportionate price of the common areas and facilities and limited common areas and facilities appurtenant to the said Premises (save and except the car parking space allotted hereunder), the nature. The extent and description of the common/limited common areas and facilities which are more particularly described in **Annexure-'J'** hereto.
10. The Purchaser agree and undertake to pay the aforesaid price and consideration for purchase of the said Premises to the Promoter, in the following manner:-

Sr. No.	Percentage	Instalment Amount (₹)	Payable
1	9%		Earnest money paid on or before the execution of this Agreement.
2	36%		On completion of the Plinth of the said building.
3			On completion of Slab of the said building.
4			On completion of Slab of the said building.
5			On completion of Slab of the said building.

6			On completion of Slab of the said building.
7			On completion of Slab of the said building.
8			On completion of Slab of the said building.
9			On completion of roof top Slab of said new building.
10			On completion of walls, internal plaster, floorings, doors and windows of the Flat.
11			On completion of sanitary fittings, staircases, lift wells and lobbies upto the floor level of the Flat.
12			On completion of external plumbing and external plaster, electrical fittings, elevation, terraces with water proofing, of the new building in which the New Premises is located.
13			On completion of 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 Sale Agreement, of the new building in which the New Premises is located.
14			Against and at the time of handing over of possession of the New Premises on or after receipt of Occupation Certificate / Completion Certificate.

11. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Good & Service Tax (GST) and Cess or any other similar taxes) which may be payable or 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 by the Promoter to the Purchaser.
12. The Total Price is escalation free, save and except escalations/increases due to increase on account of development charges payable to the M.C.G.M. or any other competent authority and/or any other increase in charges which may be levied or imposed by the M.C.G.M. or any other competent authority / Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost or levies imposed by the M.C.G.M. 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.
13. 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 M.C.G.M., 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 than 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 9 of this Agreement.

14. 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/their 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/their payments in any other particular manner.
15. 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 after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment/s and other dues payable by him/her/them and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause 10 hereinabove (**"Payment Plan"**) and the Purchaser shall be liable to pay to the Promoter 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 Rule"**), on all delayed payments including delay in payment of the GST and other taxes as applicable from the due date till the date of payment thereof.
16. The Purchaser shall pay each installment of the aforesaid purchase price to the Promoter after deducting therefrom 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.26QB for the same, within 15 (Fifteen) working days from the payment thereof.
17. 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 along with the amount of GST as 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.
18. Without prejudice to the right of the Promoter to receive interest as per the said Rule, on the Purchaser committing any default in payment on due date of any amount due or payable by the Purchaser to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) or on the Purchaser committing any three defaults of payment of instalments or last instalment under Clause 10 above, the Promoter shall at their sole 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 or by Courier or by E-mail at the address / email id 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 than 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 and/or Car Parking Space 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 any interest, after deducting therefrom:
 - (i) 20% of the purchase price of the said Premises or the earnest amount paid hereunder, whichever is higher (which is to stand forfeited to the Promoter as liquidated damages);
 - (ii) deduct GST and / or any other amount due or 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 dates of default in payment till the date of termination as aforesaid;
 - (v) in the event of the said resale price of the said Premises being less than the purchase price mentioned herein, the amount of such deficit.

However, in case if the Promoter receive a credit/ refund of the GST amount paid by the Purchaser 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 amounts 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 GST, Stamp Duty, Registration Fees, etc. The amount shall be accepted by the Purchaser in full satisfaction of all his/her/their claim under this Agreement and in or to the said Premises and the said Car Parking Space.

The Purchaser agree that receipt of the said refund by cheque from the Promoter by the Purchaser by Registered Post Acknowledgement Due or by Courier 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.

- 19. The fixtures, fittings and amenities to be provided by the Promoter in the said Premises and the said building are set out in **Annexure-“K”** 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.
- 20. After the possession of the said Premises is handed over to the Purchaser, it shall be the sole responsibility of the Purchaser herein and also the

Purchasers/Occupants of the other Premises and/or the Common Organization (*as defined hereinafter*) to maintain the mechanical/stack car parking system/Tower on the said Plot. It is specifically agreed by the Purchaser that the Promoter and/or M.C.G.M. shall not be held liable and/or responsible for failure of or any defect in the mechanical/stack car parking system/Tower, after handing over of the same by the Promoter to the Allottees thereof, including the Purchaser herein and that the Allottees thereof, including the Purchaser herein, shall be solely liable and responsible for maintenance and wear and tear thereof.

21. The Promoter has informed the Purchaser that it may construct the electricity sub-station on any part of the said Plot, if so required by the electricity supply company/authority and/or M.C.G.M..
22. 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. or any other authorities 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. occupation certificate or completion certificate in respect of the said Premises.
23. The Promoter will hand over possession of the said Premises to the Purchaser on or before 20.....

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 authority in granting required permissions and sanctions after the Promoter having applied for the same;
 - (iv) Any other reason/act/case beyond the Promoter' control.
24. The Promoter, upon obtaining the Occupancy Certificate from the competent authority and the Purchaser having made all payments payable to the Promoter as per this agreement, shall offer in writing the possession of the said Premises to the Purchaser in terms of this Agreement. The Promoter on their behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the Occupancy Certificate of the Project.
 25. 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.
 26. Upon receiving a written intimation from the Promoter as per clause [25], 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 [26] the Purchaser shall continue to be liable to pay maintenance charges in respect of the said Premises, with interest on arrears, as applicable, with effect from the date of receiving the intimation from the Promoter as per Clause [25].
 27. 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 in writing any structural defect in the said Premises or the building 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 the said Act.

28. The Promoter hereby declares that at present the Floor Space Index available in respect of the said Property is Square Meters and the Promoter are also entitled to load, consume and utilize additional F.S.I. by way of Fungible F.S.I. and Transferable Development Rights (T.D.R.) to the maximum extent permissible under the DCPR as amended from time to time or such other Regulations in force, and that no part of the said F.S.I. has been utilized by the Promoter elsewhere for any purpose whatsoever.
29. 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 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 shall have no right, claim or demand in respect thereof or any part thereof.
30. 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, terraces and all other common areas and other Premises will remain the property of the Promoter until the ownership rights of the said Plot is duly assigned or transferred together with the said Building to the proposed Common Organization as hereinafter mentioned, subject, however, to the rights of the Promoter as herein stated.
31. Nothing contained in this Agreement shall be constructed so as to confer upon the Purchaser any right whatsoever into or upon the said Property or the said Building or any part thereof or the said Premises. It is expressly agreed hereby that such conferment shall take place only on execution of Deed of Conveyance of the said Plot together with the said Building in favour of the Co-operative Society or Company or Condominium of Apartment Owners that may be formed by the Promoter (hereinafter referred to as **“the Common Organization”**) and the Purchaser becoming a Member of the said Common Organization as hereinafter mentioned.
32. It is hereby expressly agreed that the Promoter shall be entitled to sell all other Premises in the said Building as also in the 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 shall not object to the user of the other Premises in the said Building or in any other structure on the said Property for the aforesaid purposes by the respective purchasers thereof.
33. 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.
34. Without prejudice to the aforesaid, it is hereby expressly agreed and provided that so long as it does not in anyway affect or prejudice the rights of the Purchaser hereunder granted in respect of the said Premises, the Promoter shall be at liberty to transfer by assignment, mortgage or otherwise deal with or dispose off their right, title or interest in the said Property and the said building and other structure/s thereon at their sole discretion. The Purchaser shall not interfere with the said rights of Promoter in any manner whatsoever. The Promoter shall always be entitled to sign undertakings and indemnities under any law, rules or regulations concerning construction of the said Building and other structures or for implementation of their scheme for development of the said Property.
35. 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.

36. It is hereby agreed that, so long as the various Premises in the said Building are not being 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-‘L’ hereto. 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 Common Organization being formed and registered, the said sum or the balance thereof, if any, lying with the Promoter shall be handed over to such Common Organization. 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.
37. 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 Government, Local Bodies and Authorities and Common Organization when formed as aforesaid, 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.
38. 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 covenants and conditions, except so far as the same ought to be observed and performed by the Promoter.
39. The Promoter in its sole discretion may either form a Co-operative Society or Company or Condominium of Apartment Owners for the said Building. The Purchaser agree and undertake that as and when required by the Promoter, the Purchaser shall become the member of the said Common Organization and shall sign and execute the application and other papers and documents necessary for the formation and registration of the said Common Organization, including the bye-laws of the proposed Common Organization within 10 (ten) days of the intimation with regard thereto by the Promoter. The Purchaser shall not raise any objection to the changes in the draft Bye-laws as may be required by the Registrar of the Co-operative Societies and/or other concerned authorities. The Purchaser shall be bound from time to time to sign all the papers and documents and all other deeds as the Promoter may require him/her/them to do from time to time for safeguarding the interest of the Promoter and the purchasers of the other Premises in the said Building. Failure to comply with the provisions of this clause will render this Agreement ipso facto void and stand terminated, revoked and cancelled. The Purchaser shall ensure that as and when the Promoter shall so require, the Common Organization shall pass the necessary resolution confirming the right of the Promoter to carry out additional construction works in and on the said Building and other structures on the said Property and also confirming the right of the Promoter to allot/sell other Premises in the said building proposed to

be constructed on the said Plot, as more particularly stated hereinabove in this Agreement.

40. 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 energy/gas company and/or M.C.G.M.
41. In the event of the Common Organization of the said Building 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 floor or extension to the said Building, as stipulated above, the powers and authority of the Common Organization 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 car parking spaces/area and the sale/allotment thereof, as well as the commencement and completion of additional constructions, if any, on the said Property.
42. The Purchaser shall not at any time demolish or cause to be done any additions or alterations 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.
43. After the possession of the said Premises is handed over to the Purchaser, if any additions or alterations in or about or relating to the said Building are required to be carried out by the Government, Local Authority or any other statutory Authority, the same shall be carried out by the occupants 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.
44. 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 other structure/s on the said Plot 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.
45. Within a period of 12 (Twelve) months after (i) the said Building and all other structures and premises intended to be constructed by the Promoter on the said Plot are duly completed and the same are ready for occupation; (ii) the S Common Organization as aforesaid is formed and registered; (iii) all saleable Premises in the said Building, have been duly sold and disposed off by the Promoter and (iv) the Promoter shall have received all dues receivable by them in terms of the respective agreements with the allottees and purchasers of all Premises in the said Buildings, including the Purchaser herein, the Promoter will execute the Deed of Conveyance in respect of the said Plot together with the said Building and the electric Sub-meter, if any, in favour of such Common Organization and till then, possession of the said Property and the said Building and all the Premises therein shall be deemed to be with the Promoter. As recited hereinabove, the Promoter shall hand over the land admeasuring 651.61 Square Meters or thereabouts forming part of CTS Nos. 182/C and 182/E along with the Maternity Home Building proposed to be constructed on the said portion of land, to the MCGM free of costs. Further the Promoter shall also hand over the land bearing CTS No. 182/D which is under reservation for D. P. Road, to the MCGM free of costs. It is agreed that, for the purposes hereunder, the Promoter shall be entitled to apply for and get the said CTS Nos. 182/C, 182/D and/or 182/E amalgamated and Sub-

Divided, as the Promoter may deem fit and proper or as the MCGM or any other competent authority may direct.

46. The Deed of Conveyance and other documents for transferring the title of the said Plot and the said Building shall be prepared by the Advocates for the Promoter and the same will contain such covenants and condition as the said Advocates 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 Building.
47. This Agreement shall be lodged for Registration with Sub-Registrar of Assurance at Andheri/Bandra in Mumbai by the Promoter, and the Purchasers 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 Promoter.
48. All letters circulars, receipts and/or notices issued by the Promoter and dispatched through courier or post to the address known to it of the Purchaser or by email will be a sufficient proof of the receipt thereof by the Purchaser and shall completely and effectually discharge the Promoter. For this purposes the Purchaser has given the following address and email id:

Name:
Address:
.....

Email ID:

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

SR.NO.	AMOUNT (₹)	PARTICULARS
I		Meeting all legal costs, charges and expenses, including professional fees and other costs of the Promoter's Advocates for preparing and engrossing this Agreement and Deed of Conveyance.
II	600.00	Common Organization's Share Money & Membership Fee.
III		Meeting all costs, charges and expenses for formation and registration of Common Organization.
IV		Meeting all costs, charges and expenses for obtaining electric, water, gas (subject to availability) and other utility connections in the said Premises and the said Building.
V		Advance deposit for maintenance charges, including Property Taxes for 12 months.
		TOTAL

In case there be any deficit in this regard, the Purchaser shall forthwith on demand pay to the Promoter, 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 Allottees/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 in its sole discretion shall be entitled to provide and grant a right of way over the said Property or any part thereof for the beneficial enjoyment of any other adjoining Property or properties and the Purchaser hereby agree and undertake that he/she/they shall not raise any objection and/or obstruction thereto.
52. The Promoter shall be entitled to alter the terms and conditions of the agreement relating to the unsold Premises in the said Building and the Purchaser herein shall have no right to require the enforcement thereof, in his/her/their favour or in favour of the said Premises agreed to be purchased by the Purchaser under this Agreement. The Purchaser herein shall exercise his/her/their rights under this Agreement only.
53. The Promoter hereby represent and warrant to the Purchaser as follows:
 - (i) The Promoter has clear and marketable title with respect to the project land, as declared in the title report annexed to this Agreement and 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;
 - (ii) The Promoter has lawful rights and requisite approvals from M.C.G.M. 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;
 - (iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
 - (iv) There are no litigations pending before any Court of law with respect to the said Property or Project except those disclosed in the title report;
 - (v) All approvals, licenses and permits issued by the M.C.G.M. and other competent authorities with respect to the project, the said Property, the said Building and the Maternity Home Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits issued by the M.C.G.M. and other competent authorities with respect to the project, the said Property and the said Building and/or Maternity Home 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, the said Property, the said Building, Maternity Home Building and common areas;
 - (vi) 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;
 - (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property or the said Plot and the said Premises which will, in any manner, affect the rights of the Purchaser under this Agreement;
 - (viii) The Promoter confirms 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;
 - (ix) At the time of execution of the conveyance deed of the said Building to the Common Organization the Promoter shall hand over lawful, peaceful, physical possession of the common areas of the said Building to the Common Organization of the purchasers;
 - (x) The Promoter have 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;

- (xi) 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 said Property and/or the Project except those disclosed in the title report.

54. 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 of possession of the said Premises is taken by the Purchaser, either before or after the issuance of Occupation Certificate in respect thereof, and shall not do or suffer to be done anything in or to the said 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 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 Promoter.
- (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 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 concerned local authority and/or other public authority, and to indemnify 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 addition or alteration in the elevation and outside colour scheme of the said Buildings 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 Buildings and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. piers or other structural members in the said Premises without the prior written permission of the Promoter as also the M.C.G.M. and 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 M.C.G.M. and other 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) Pay to the Promoter within 7 days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned authority or Government for giving Water, Electricity, Gas or any other service connection to the said Premises and/or the said Building.
- (g) 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, including for carrying out renovation/furniture in the said Premises, either before or after the issuance of the Occupation Certificate by the M.C.G.M.
- (h) 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 in that behalf.
- (i) The Purchaser shall not let, sub-let, transfer assign, or part with Purchaser's interest or benefit of this Agreement or the said Premises or create any third party interest or right or part with the possession of the said Premises or any part thereof until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement AND until the Purchaser has obtained permission in writing of the Promoter for the purpose.
- (j) 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;
- (k) To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set out in this Agreement (including the recitals thereof) and if the Purchaser neglects, omits or fails to pay any amount for any reason whatsoever to the Promoter due and payable under the terms and condition of this Agreement (whether before or after the delivery of the possession) within the time hereinafter specified or if the Purchaser shall in any other way fails to perform or observe any of the covenants and stipulation herein contained, the Promoter shall be entitled to re-enter upon and resume possession of the said Premises and every part thereof and in that event this Agreement shall ipso facto stand terminated. The Purchaser herein agrees that on the Promoter re-entering on any part of the said Premises, as aforesaid, all the claims, contentions, demands and the right, title, and interest of the Purchaser in or to the said Premises and under this Agreement shall ipso facto cease and the Purchaser shall also be liable for immediate ejectment as a trespasser. The Purchaser shall thereupon cease to have any right or interest in the said Premises and in that event all the monies paid to the Promoter by the Purchaser (except the earnest money and the outgoing proportionate to the said Premises till the date of such termination) shall within 90 days after such termination be refunded by the Promoter to the Purchaser, without any interest.

- (1) The Promoter shall not be responsible for the consequences arising out of the changes in law or changes in Municipal and other Laws, rules, regulations, etc.
55. 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.
56. The Promoter shall be entitled to construct additional structures like Electric Sub-station/s, office/s for Common Organization, 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 Plot, as the Promoter may deem fit and proper. The Purchaser hereby gives irrevocable consent and no objection to the Promoter for carrying out all the said constructions on the said Plot. All such additional constructions, if any, shall be carried out by the Promoter in accordance with and in conformity with the building plans as may be approved by the concerned Authorities from time to time. It is however, clarified that this shall not be construed as an obligation on the part of the Promoter to carry out and/or provide any such construction/s on the said Plot.
57. 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 Plot with the said Building in favour of the Common Organization of the occupants of the said Building, the same shall be complied with by the Purchaser/ the body of all the purchasers and/or Common Organization 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 Common Organization.
58. This 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;
 - (d) The Purchaser agree/s and acknowledge/s that the sample flat, if any, constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purpose of show casing the sample flat and the Promoter are not liable / required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat, other than as expressly agreed by the Promoter under this Agreement.
59. 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 amenities 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.

60. Before taking possession of the said Premises, the Purchaser shall be liable to inspect the said Premises and the Mechanical/Mechanized/ Stack Car Parking System / Car Parking Tower and willfully and completely satisfy himself/herself/themselves with the same including in respect of the area, item of work or quality of work or the materials used for the construction of the said Premises and the amenities provided therein and in the said building, and after taking possession, the Purchaser will not be entitled to raise any claim about the said Premises and/or the Mechanical/Mechanized/ Stack Car Parking System / Car Parking Tower.
61. 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 Promoter pays the Stamp Duty on this Agreement and secondly the Purchaser 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.
62. 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/s of the said Premises, in case of transfer, as the said obligation go along with the said Premises for all intent and purposes.
63. 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 RERA 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.
64. 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 shall be proportionate to the carpet area of the said Premises to the total area of all the Premises in the said Building.
65. All costs charges and expenses of and incidental to or in connection with preparation, engrossment, stamping and registration of Deed of Conveyance, if any, and any other documents and writings required to be executed by the Promoter, shall be borne and paid by the Common Organization of the occupants of the said Building. The Promoter shall not be held liable and/or responsible for the same or any of them.
66. The Promoter has informed the Purchaser that the Promoter has taken the benefit of the scheme announced by the Government of Maharashtra, Urban Development Department, vide its Order bearing No. TPS/A.N./CR 80/20/UD dated 14.01.2021 read with the Circular bearing No.Ch.E/D.P./21546/Gen dated 05.03.2021 issued by the MCGM, *interalia*, granting concessions/rebates in payment of various premiums payable by the Developer/Promoter in the Project till 31st December, 2021, and therefore, the Promoter hereby agree and declare

that the Promoter shall bear and pay the stamp duty and registration charges on this Agreement. The Purchaser shall not be liable for the same.

- 67. 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.
- 68. 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 set and subscribed their respective hands and seals the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(OF THE SAID PROPERTY)

ALL THAT pieces or parcels of land bearing Survey No.45, Hissa No.1(part), Survey No.46, Hissa No.8 (Part), Old C.T.S. No.182 (Part) and now bearing New C.T.S No.182/C, admeasuring 1486.1 Square Meters or thereabouts; C.T.S. No.182/D, admeasuring 65.9 Square Meters or thereabouts and C.T.S. No.182/E, admeasuring 141 Square Meters or thereabouts, all aggregately admeasuring 1693 Square Meters or thereabouts of Village Mogra, Taluka Andheri, in the Registration District of Mumbai Suburban, situates at Parsee Panchayat Road, Andheri (east), Mumbai-400 069 and shown delineated in Red Colour boundary line on the plan annexed hereto and bounded as follows, that is to say:

- On or towards the East : by land bearing CTS No.183;
- On or towards the West : by land bearing CTS Nos.181 & 185;
- On or towards the South : by 60' D. P. Road;
- On or towards the North : by CTS Nos.183 & 184.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(OF THE SAID PLOT)

ALL THAT pieces or parcels of land bearing Survey No.45, Hissa No.1(part), Survey No.46, Hissa No.8 (Part), Old C.T.S. No.182 (Part) and now bearing New C.T.S. No.182/C (Part) and 182/E (Part), aggregately admeasuring 970.68 Square Meters or thereabouts of Village Mogra, Taluka Andheri, in the Registration District of Mumbai Suburban, situates at Parsee Panchayat Road, Andheri (east), Mumbai-400 069 and shown delineated in Red Colour boundary line on the plan annexed hereto and bounded as follows, that is to say:

- On or towards the East : partly by CTS No. 182/D & partly by CTS No.183;
- On or towards the West : partly by CTS No. 182/C & 182/E and partly by CTS Nos.181 & 185;
- On or towards the South : by 60' D. P. Road;
- On or towards the North : by CTS Nos.183 & 184;

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTER:

Signature AMEY REALTY & CONSTRUCTION LLP	Photo	Left Thumb
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Through its Designated Partner: MR.		Impression
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in presence of
1.

2.

SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASER:

Signature MR. / MRS.	Photo	Left Thumb Impression
Signature MR. / MRS.	Photo	Left Thumb Impression

in presence of
1.

2.

RECEIPT

(Valid Subject to realization of cheques)

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

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

WITNESSES:
1.

2.

WE SAY RECEIVED
For **Amey Realty & Construction LLP**

Designated Partner

DATED THIS DAY OF 2022

AMEY REALTY & CONSTRUCTION LLP
... **PROMOTER**

AND

MR. / MRS. / M/S.
.....
... **PURCHASER/S**

AGREEMENT FOR SALE
of
Flat No. A/....., Floor
“Amey Apartment”
Parsi Panchayat Road,
Andheri (East), Mumbai - 400 069.

Mehta & Co.,
Advocates & Solicitors,
S. P. Centre, 2nd Floor,
70, Nagindas Master Road,
For, Mumbai- 400 023

ANNEXURE – “J”

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 Room on the terrace.
- (vii) Terrace (i.e. the topmost habitable floor).
- (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.

B LIMITED COMMON AREAS & FACILITIES:-

- i) Car parking space allotted to the respective Purchaser as part of user of the respective flat purchased by him/her/them and for the sake of general convenience.
- ii) 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.
- iii) 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 Common Organization shall have or claim any rights thereto.

ANNEXURE “L”

(OF THE OUTGOING & MAINTENANCE CHARGES)

1. The expenses of maintaining, repairing, redecorating etc. of the main structure and in particular the compound, terrace, gutters and rain water pipes of the building, water-pipes, gas pipe and electric wires, lift, the Mechanical/Mechanized/ Stack Car Parking System etc., in, under, upon or outside the building, 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, compound etc.
2. Common electricity and water charges.
3. The cost of cleaning and lighting the passages, landings, staircases, and other parts of the building enjoyed or used by the Allottees in common.
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 and the Mechanical/Mechanized/ Stack Car Parking System.