<u>Allotment Letter</u>

[***Date***]

To:
[***Name***]
[***Address***]

Sub: Allotment of Flat No. _______ on the ________ Floor of our Real Estate Project known as "MITTAL SKYE 31" situated at Plot Nos. 321, 334, 335 and 336 of Sewri Wadala Estate Scheme No. 56 of the Municipal Corporation of Greater Mumbai and bearing old C. S. No. 578 and 579 and new C. S. No. 1040 of Dadar Naigaon Division at Katrak Road, Wadala (West), Mumbai – 400031

Dear Sir / Madam,

1. We are developing a Residential Project "**MITTAL WADALA SKY 31**" duly registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing registration no. P51900002859.

2. We agree to allot you on Flat No. ______ in Wing "_____" on the ________ Floor in the residential building named "**MITTAL WADALA SKY 31**" having RERA carpet area admeasuring _______ square meters with exclusive balcony area admeasuring ______ square meters (hereinafter referred to as the "**said Flat**") for a total consideration of Rs. ___________/- (Rupees ____________________only) (hereinafter referred to as the "**Consideration**") and we hereby earmark ___(_____) open/ covered Car Parking Space, in any arrangement in the said building on the terms and conditions as contained in the proforma "Agreement for Sale" enclosed herewith.

3. You have paid us, interest free amount of Rs. _____________ /- (Rupees ____________ only) as application fee and you shall pay to us the balance amount of Rs. ____________ /- (Rupees _____________________ only) as per the Payment Schedule recorded in "Agreement for Sale" enclosed herewith.

4. On receipt of 10% of the Consideration we have to compulsorily execute and register "Agreement for Sale" immediately. Kindly also note that if 10% of the Consideration is not received within 30 days hereof and/or the "Agreement for Sale" is not registered within a period of 30 days from the date of payment of 10% of the Consideration, then we shall be entitled to cancel/ terminate this allotment by giving a written notice of ten (10) days to you, provided that you do not comply with your obligation of making payment of 10% of the Consideration and/or registration of the "Agreement for Sale" as aforesaid, as the case may be. Further, in case of termination under this clause, you agree that 10% of the Consideration shall be liquidated damages plus brokerage charges paid/payable by us plus any taxes and outgoings (if any), and shall be forefeited by us and balance amount, if any, will be refunded to you without any interest.

5. The building plans and the layout plans of the project may be amended from time to time as may be permissible under the applicable laws and are subject to approval by the concerned relevant authorities including MCGM. You agree and confirm that you have granted your express consent to carry out the changes/ additions and alterations in the building plans and the layout plans as contemplated under Section 14 of the Real Estate (Regulation and Development) Act, 2016, provided that such change shall not materially affect the area of the said Flat agreed to be allotted to you.

6. You are aware about the nature of our title to develop the said project and have accepted the same. We have created a charge and mortgage in respect of the said project including receivables thereof in favour of __________ and/or may create mortgage in favour of another lender. We shall obtain NOC from the said mortgagees for sale of the said Flat to you, prior to the registration of the Agreement for Sale.

7. You are aware and further hereby expressly consent that we will be able to raise finance against the security of or to create collateral security in respect of the said project or any part thereof and to mortgage the same and/or create any charge or lien or encumbrances in respect of the same in favour of any bank or financial institution.

8. You hereby agree and undertake to be bound by and perform all the obligations and the terms and conditions contained in the proforma "Agreement for Sale" enclosed herewith, including timely payment of amounts stated thereunder, time being of essence, failing which consequences mentioned in the said proforma "Agreement for Sale" shall ensue.

9. You are requested to sign in confirmation of accepting the terms above and as mentioned in the enclosed proforma "Agreement for Sale" by subscribing your signature on this letter.

For **B. P. Gangar Constructions Private Limited**

____
Director

I/WE AGREE AND CONFIRM:

______________________ ______________________
First Allotee Second Allottee

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (referred to as this "**Agreement**") is made at Mumbai on this ____ day of ________, 20_______ BY AND BETWEEN:

B. P. GANGAR CONSTRUCTIONS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act 1956 and having its registered office at 0A, Ground Floor, Benefice Business House, Mathuradas Mill Compound, Lower Parel, Mumbai 400012 (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 its successors and assigns) of the ONE PART;

AND

________________________________, having his/her/their/its address at ____ (hereinafter referred to as the "**Allottee**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenery and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust, the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate / company, its successors and permitted assigns) of the OTHER PART.

Wherever the context require, the Promoter and the Allottee are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

A. The Municipal Corporation of Greater Mumbai (hereinafter referred to as the **"MCGM"**) is entitled to the plot of land situate at Katrak Road Wadala (West) Mumbai 400 031 within the limits of Greater Mumbai in the district and registration sub-district of Mumbai City and Mumbai Suburban bearing Plot Nos. 321, 334, 335 and 336 of Sewri Wadala Estate Scheme No. 56 and bearing old C. S. No. 578 and 579 and new C. S. No. 1040 of Dadar Naigaon Division in aggregate admeasuring about 3,349.05 sq. mts. more particularly described in the First Schedule hereunder written and shown by black colour outline on the block plan thereof hereto annexed as **Annexure "A"** (hereinafter referred to as the "**said Land**") with structures thereon;

B. There existed various chawls, hutments a temple and an office (residential and commercial) on the said Land (hereinafter referred to as the **"said Structures"**). The said Land along with the Structures thereon is hereinafter collectively referred to as the "**said Property**";

C. MCGM has framed the guidelines for the redevelopment of the structures constructed prior to 1940 and occupied by the tenants/ occupants on the lands owned by the MCGM under the Regulations No 33(7) of the Development Control Regulation for Greater Mumbai 1991. The aforesaid Guidelines were approved by MCGM under its policy bearing No 1394/2535/GR/427/UD-II dated 11th November 1994;

D. Accordingly being desirous of redevelopment of the said Property the tenants/ occupants/ Slum dwellers of the Structures on the said Land formed and registered the Vithoba Rakhumai Co-operative Housing Society Limited under no. MUM/ WF/N/HSG/TC/9210/2013-14/Year 2013 on 25th July 2013 (hereinafter referred to as the "**Society**");

E. By and through the resolutions passed in the General Body Meetings of the Society held on 8th June 2014, 24th August 2014, the Promoter was appointed as the developer in respect of the said Property and was entrusted with the redevelopment of the said Property. Vide the said General Body resolutions of the Society the Society also appointed M/s B N Shah & Associates as the architects of the Project.

F. Approximately ____% tenants/ occupants/ slum dwellers on the said Property have executed individual consents in favour of the Promoter, "M/s B. P. Gangar Constructions Private Limited" thereby expressing their consent/no-objection/permission for the redevelopment of the said Property by the Promoter.

G. Vide letter dated _________, the Promoter submitted the proposal for the redevelopment of the said Property to the MCGM on behalf of the Society, which has been accepted by the MGCM. Accepting the said proposal, the MCGM has issued a Letter of Intent dated _________ (referred to as the "**LOI**") for redevelopment of the said Property.

H. The Promoter has entered and shall enter into separate Permanent Alternate accomodation Agreements of various dates with the tenants/occupants/ slum dwellers of the said Property, thereby agreeing to provide them a permanent alternate accomodation admeasuring _____ sq.ft.in (carpet area) inclusive of fungible FSI in lieu of their existing residential premises and varying areas to others in lieu of their exisiting non-residential premises, subject to final sanction/approval by the MCGM, on ownership basis (free of cost) in the redeveloped property in lieu of their respective existing premises in the said Property.

I. The Promoter submitted the layout plans, building plans in respet of the said proposed redevelopment for approval by the MCGM and accordingly, the MCGM has issued Intimation of Disapproval (IOD) dated ________ in favour of the Promoter in respect of the said Property. Due to planning and statutory requirements, the Promoter had to revise the building plans and have resubmitted them for approval. The Allottee(s) fully understands and acknowledge that the said Premises (as defined below) being allotted to the Allottee(s) hereunder is as per the building plans which are yet to be approved by the concerned authorities. The Allottee(s) acknowledge and agree that in case the building plans require further changes which may result in change of the size, layout, description of the said Premises, the Allottee(s) confirm that the same shall be acceptable to them and they shall not raise any dispute against the Promoter at any time in this regard.

J. The Promoter is entitled to construct buildings on the said Land in accordance with the Recitals hereinabove and proposes to undertake redevelopment of the said Property by constructing one composite building consisting of three wings: (a) Wing 'A' and Wing 'B' being the Rehabilitation Wing consisting of Upper Basement and Lower Basement, shops and building lobby, staircase, passenger lifts, car lifts, meter room on the ground floor and twenty three (23) upper floors housing the residential and commercial rehabilitation premises and the free sale premises (hereinafter referred to as the "Rehabilitation Building") and (b) Wing 'C' being the Residential Sale Wing consisting of Basement, Ground level, ___ podium levels and ____ upper floors comprising basement for ______, building lobby, electricity meter room common toilets for commercial premises and building watchmen and cleaners, commercial premises on ground and part first floor, with common toilets for drivers/ servants on the first and second floors, car parking spaces on the three podium levels, sixth service floor, pathway, fitness center and deck and partly a refuge area, seventh floor as ______, eighth and upper residential floors including refuge areas on thirteenth, twentieth, twenty seventh and thirty fourth floors (hereinafter referred to as the "**Sale Building**" or the "**said Building**"). The Sale Building shall have four (4) passenger lifts and three (3) car lifts from basement to the fifth parking podium floors (however only two lifts shall have access to the first podium floor). The Rehabilitation Building and the Sale Building shall hereinafter collectively be referred to as the "**Entire Building**".

K. Rehabilitation Building in the said Project wherein tenants / occupants/ slum dwellers in the said Property are to be accommodated and ___ tenements are to be handed over to the MCGM. The Sale Building shall comprise of residential units / premises / apartments / duplexes / flats and commercial premises on the ground and part first floor. The common areas, facilities and amenities in the Project that may be usable by the Allottee are listed in the Second Schedule hereunder written (referred to as the "**Real Estate Project Amenities**").

L. The development/redevelopment of the said Building known as "MITTAL SKYE 31" is proposed as a "**Real Estate Project**" by the Promoter and has been registered as a "Real Estate Project" (referred to as the "**Project**") with the Maharashtra Real Estate Regulatory Authority (referred to as the "**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (referred to as "**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (referred to as the "**RERA Rules**") and other applicable regulations. The Authority has duly issued the Certificate of Registration No. _____ dated _______ for the Project (referred to as the "**RERA Certificate**"). A copy of the RERA Certificate is annexed and marked as **Annexure "B"** hereto. The above details along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at https://maharera.mahaonline.gov.in. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/their/its Advocates and Planning and Architectural Consultants. The Allottee has also examined all the documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

M. The Allottee(s) is/are desirous of purchasing a unit / flat / apartment / duplex bearing No. ______ on the _______ floor of the Real Estate Project (referred to as the "**said Premises**").

N. On demand from the Allottee, the Promoter has given inspection to the Allottee(s) of all the documents of title relating to the said Land, and the plans, designs and specifications prepared by the Promoter's Architects, M/s B N Shah & Associates as the architects for the development of the said Land and M/s. _______ as the RCC consultants, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including inter-alia the following:

(a) All approvals and sanctions issued by the competent authorities for the development of the Real Estate Project including layout plans, building plans, floor plans, change of user permissions, IOD, C.C., Parking Plans, Traffic NOC, MOEF EC, MCZMA NOC, etc. and such other documents as required under Section 11 of RERA.

(b) Intimation of Disapproval (IOD) bearing No. _______ dated _________ issued by the Municipal Corporation of Greater Mumbai ("**MCGM**"), Executive Engineer, Building Proposal (City-___).

(c) Commencement Certificate bearing No. _______ dated ________issued by the MCGM last endorsed on _________.

(d) Letter issued by MCGM, whereby MCGM has sanctioned layout plan of inter-alia the said Land along with the layout plan.

(e) Letter issued by MCGM, whereby MCGM has sanctioned the building plans of the Sale Building to be constructed on the said Land.

(f) Letter issued by Mumbai Fire Brigade, MCGM, whereby Mumbai Fire Brigade, MCGM has accorded its NOC for the Sale Building, in the manner and on the terms and conditions as set out therein.

(g) Letter issued by Airport Authority of India, whereby Airport Authority of India has accorded its NOC for height clearance.

(h) Letter issued by MCGM, whereby MCGM has accorded the approval for high-rise building having basement, ground floor level + _____ upper floors with total height of _____ meters from ground level up to terrace level, in the manner as stated therein.

(i) All the other approvals and sanctions of all the relevant authorities for the development of the said Real Estate Project.

(j) All the documents of title relating to the said Land including the LOI, IOD and all other documents mentioned in the recitals hereinabove.

O. The authenticated copies of the Property Register Cards with respect to the said Land are annexed and marked as **Annexure "C"** hereto.

P. The authenticated copy of the layout plans as proposed by the Promoter and according to which the construction of the Entire Building and open spaces are proposed to be provided for on the said Real Estate Project are annexed hereto and marked as **Annexure "D"** hereto.

Q. The authenticated copy of the Plan of the said Premises, is annexed and marked as **Annexure "E"** hereto.

R. An authenticated copy of the Title Certificate of the Advocates and Solicitors certifying the right / entitlement of the Promoter is annexed and marked as **Annexure "F"** hereto (referred to as the "**said Title Certificate**").

S. The Promoter has got some of the approvals from the concered local authority(ies) to the plans, specifications, elevations, sections for the Sale Building including IOD, CC, etc., and shall obtain balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupance Certificate of the Sale Building. The details of the requisite approvals and sanctions for the development of the Real Estate Project from the Competent Authorities that are obtained and/or in the process of being obtained are annexed and marked as **Annexure "G"** hereto.

T. The details of the mortgages created by the Promoter in respect of the said Project, which are subsisting as on the date of this Agreement, are mentioned below:

(a)
(b)

OR

The Promoter has informed the Allottee/s that it has availed construction finance loan facilities from ____ Bank and has created a charge on development rights of the Project and that the premises to be constructed in the free sale area of the Entire Building/s have been given as security for the same and a no objection certificate has been obtained from such lending institution for sale of the said Premises to the Allottee/s in pursuance hereof.

U. While sanctioning the plans, approvals and permissions as referred hereinabove, the Competent Authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and only upon the due observance and performance of which the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the Competent Authorities.

V. The Promoter has accordingly commenced the construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.

W. The Promoter has entered into standard agreement/s with the Architect registered with the Council of Architects and such agreement/s is/are as per the Agreement prescribed by the Council of Architects.

X. The Promoter has appointed a Structural Engineer for the preparation of the structural designs and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the Structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.

Y. By virtue of the said Resolutions of the General Body Meeting of the Society, Letter of Intent (LOI), Intimation of Disapproval (IOD) and the Commencement Certificate the Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and to enter into this Agreement with the Allottee for the said Premises and to receive the Sale Consideration (defined hereinbelow) in respect thereof.

Z. Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to: (a) the title of the Promoter to develop the Real Estate Project and such title being clear and marketable; (b) the approvals and permissions obtained till date; and (c) the Promoter’s entitlement to develop the Real Estate Project as mentioned in this Agreement and sell the premises therein. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction.

AA. The carpet area of the said Premises as defined under the provisions of RERA, is ______ square meters.

BB. The Promoter has agreed to sell to the Allottee(s) and the Allottee(s) has/ have agreed to purchase and acquire from the Promoter, the said Premises along with the covered parking space/s (if any), at or for the price of Rs. ______/- (Rupees _______ only), being the Sale Consideration, and upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Allottee(s) has/ have paid to the Promoter a sum of Rs. ________/- (Rupees ______ only), being part payment of the Sale Consideration of the Premises agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same doth release and discharge the Allottee forever).

CC. Under Section 13 of RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee, i.e., this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

DD. The Parties have therefore relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim.

2. The Promoter proposes to construct the Real Estate Project being the said Building for free sale known as "MITTAL SKYE 31", consisting of Basement, Ground Level, ___ podium levels and ____ sanctioned upper levels, in accordance with the plans, designs and specifications as referred hereinabove, and as approved and/or may be approved by the MCGM and other concerned statutory authorities from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and which are listed in the Second Schedule hereunder written.

   PROVIDED THAT the Promoter shall have to obtain the prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the Premises of the Allottee, except, any alteration or addition required by any Government Authorities, or due to any change in law, or any change as contemplated by any of the disclosures already made to the Allottee. The Allottee(s) understand that the plan may change based on the change in FSI, Development Control Regulations, project planning or any other change in applicable laws or regulations and irrevocably and unconditionally consents to the same.

3. **SALE AND SALE CONSIDERATION**

   3.1. The Allottee(s) hereby agrees to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Allottee(s), the Flat/ Premises No. _____ admeasuring _______ square meters carpet area as per RERA with exclusive balcony area admeasuring __________ square meters on the ______ floor in the Sale Building, i.e., the said Premises, as more particularly described in the Fourth Schedule hereunder and as shown hatched with red color in the floor plan annexed and marked Annexure "E" hereto, at and for the consideration of Rs. ____________/- (Rupees ________), including Rs. ____________/- (Rupees ________) being the proportionate price of the common areas and facilities appurtenant to the said Premises, the nature, extent and description of the common areas and facilities are more particularly described in the Second Schedule hereto (hereinafter referred to as the "**Sale Consideration**").

   3.2. As an amenity provided alongwith the said Premises, the Promoter has earmarked for the exclusive use of the Allottee _______ car parking space in the said Building (hereinafter referred to as the "**said Car Parking/s**"). The said Car Parking/s is/are provided as an irrevocable amenity without consideration however the Allottee will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking/s by the Promoter and/or the organization formed by the flat/premises purchasers in the Sale Building and shall pay such outgoings in respect of the said Car Parking/s as may be levied by the Promoter and/or the said organization formed by the flat/premises purchasers in the Sale Building, as the case may be.

   3.3. The Allottee hereby agrees to pay to the Promoter the Sale Consideration as per terms of payment as under:

(a) On booking / application / earnest Money - 10%
(b) After the execution and registration of this Agreement - 20%
(c) On completion of the plinth level – 15%
(d) On completion of the slabs including podiums and stilts of the Building - 25%
(e) On completion of the walls, internal plaster, floorings doors and windows of the said Premises – 5%
(f) On completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the Premises - 5%
(g) On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the Building - 5%
(h) On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain of the Building - 10%
(i) On/After receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project and offering handing over of possession of the said Premises - 5%

3.4. It is clarified that the Sale Consideration shall be payable by the Allottee by way of demand drafts/ pay orders/ cheques/ RTGS/ ECS/ NEFT, in the name of "B.P. Gangar Constructions Private Limited Escrow Account" bearing Bank Account No. ______ maintained with ______ Bank Limited (hereinafter referred to as the "**said Bank Account**").

3.5. The Sale Consideration excludes other charges and taxes, *inter alia* consisting of tax paid or payable by way of Value Added Tax, Service Tax, Good and Service Tax and all levies, duties and cesses and/or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement. It is clarified that all such taxes, levies, duties, cesses (whether applicable / payable now or which may become applicable / payable in future) including Service Tax, Value Added Tax, Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities / bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee(s) alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

3.6. The Sale Consideration is escalation-free, save and except escalations / increases, due to the increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, local bodies and/or the Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities, etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published / issued in that behalf to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

3.7. The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the said Building is complete and the Occupation Certificate for the same is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Sale Consideration payable on the basis of the carpet area of the said Premises shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3% (three percent), then the Promoter shall refund the excess money paid by Allottee(s) within 45 (forty five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area allotted to Allottee(s), the Promoter shall demand an additional amount from the Allottee towards the Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter / Allottee, as the case may be, under this Clause 3.7, shall be made at the same rate per square meter as agreed in Clause 3.1 above.

3.8. The Allottee authorizes the Promoter to adjust / appropriate all payments made by him/her/them/it under any head(s) of dues against lawful outstanding, if any, in his/her/their/its name as the Promoter may, in its sole discretion, deem fit and the Allottee undertakes not to object / demand / direct the Promoter to adjust his/her/their/its payments in any manner.

3.9. On a written demand being made by the Promoter upon the Allottee(s) with respect to a payment amount, whether Sale Consideration or any other amount payable in terms of this Agreement, the Allottee shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default.

3.10. If the Allottee(s) enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in this Clause 3 and Clause 18 below (which will not absolve the Allottee(s) of its responsibilities under this Agreement).

3.11. The Promoter shall be entitled to securitise the Sale Consideration and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the MCGM at the time of sanctioning the plans or thereafter and shall, before handing over possession of the said Premises to the Allottee, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises.

5. Time is of the essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the construction of the said Premises and handing over the said Premises to the Allottee(s) after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee(s) which are listed in the Second Schedule hereunder written. Similarly, the Allottee(s) shall make timely payments of all instalments of the Sale Consideration and all other dues payable by him/her/them/it and meeting, complying with and fulfilling all his/her/their/its other obligations under this Agreement.

6. The Allottee(s) hereby agrees, accepts and confirms that the Promoter proposes to develop the Project on the said Land by utilization of the full development potential as may be available to the Promoter now or in future till the issue of Building Completion Certificate or the Occupancy Certificate by the concerned authorities. The Promoter hereby declares that the FSI available as on date on respect of the said Land is ______ square meters and for the free sale area the Promoter has planned to utilize FSI of ______ by availaing TDR or FSI available on payment of premiums or

FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on expectation of increased FSI which may be available in future on modification to the Development Control Regulations, which are or may be applicable to the said Project. The Allottee(s) has/ have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard, including that the proposed/increased FSI that may be available on the said Land and/or the said Project shall belong to the Promoter alone, subject to RERA.

7. The Allottee(s) understands and agrees that the Promoter would be entitled to aggregate any contiguous land parcel with the development of the said Land, as provided under Proviso to Rule 4(4) of the RERA Rules and utilize FSI from the same in the said Project.

8. The Allottee(s) understands and agrees that the statutory approvals may mandatorily require the Promoter to hand over certain stipulated percentage of the said Land to the concerned authorities or develop the same as a public amenity. The Allottee(s) understands and agrees that the Promoter shall have to determine and identify the portion and location of the said Land to be handed over for complying with the terms and conditions of the statutory approvals. The Allottee(s) understands and agrees that only the portion of the said Land left over after handing over the stipulated percentage, if any, to the MCGM or the statutory authority, and/or developing the same as a public amenity, would be available for transferring to the Society and/or any other organization formed by the flat/premises purchasers in the Sale Building.

9. The Allottee(s) understands and agrees that the Promoter shall be entitled to put up hoardings / boards/logos of its brand name viz. "________" in the form of neon signs, MS letters, vinyl and sun boards on the Real Estate Project and on the façade, terrace, compound wall or other parts of the Real Estate Project. The Promoter shall also be entitled to place, select and decide the hoarding / board sites. The Society and/or any other organization formed by the flat/premises purchasers in the Sale Building shall not be entitled to remove such signage put by the Promoter and shall not charge any consideration or compensation from the Promoter in respect of the same.

10. The Allottee(s) understands and agrees that the Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee(s) and other allottees of apartments / flats in the Real Estate Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.

11. **POSSESSION, DELAY AND TERMINATION**

11.1. The Promoter shall give possession of the said Premises to the Allottee on or before **___________** ("**Possession Date**"), provided however that the Promoter shall be entitled to an extension of time for giving delivery of the said Premises by the Possession Date, if the completion of the Real Estate Project is delayed on account of the following: (a) Any force majeure events; (b) Any notice, order, rule, notification of the Government and/or other Public or Competent Authority / Court; (c) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority; and/or (d) Any other circumstances that may be deemed reasonable by the Authority.

11.2. If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 11.1 above, then the Allottee(s) shall be entitled to either: (a) call upon the Promoter by giving a written notice by courier / e-mail / registered post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon for every month of delay from the Possession Date ("**Interest Rate**"), on the Sale Consideration paid by the Allottee(s). The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over the possession of the said Premises by the Promoter to the Allottee; OR (b) Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter by courier / e-mail / registered post A.D. at the address provided by the Promoter ("**Allottee Termination Notice**"). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Allottee Termination Notice by the Promoter, the Promoter shall refund to the Allottee the amounts already received by the Promoter under this Agreement with interest thereon at the Interest Rate to be computed from the date the Promoter received such amount / part thereof till the date such amounts with the interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this Clause), the Allottee shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and/or the Car Park/s and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the Car Park/s in the manner it deems fit and proper.

11.3. In case the Allottee elects his remedy under Sub-Clause 11.2(a) above then in such a case the Allottee shall not subsequently be entitled to the remedy under Sub-Clause 11.2(b) above.

11.4. If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Allottee shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

11.5. Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 11.4 above, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on the due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/their/its proportionate share of taxes levied by the concerned local authority and other outgoings) and/or (b) the Allottee committing 3 (three) defaults of payment of the instalments of the Sale Consideration, the Promoter shall be entitled to, at its own option and discretion, terminate this Agreement without any reference or recourse to the Allottee. Provided that, the Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee ("**Default Notice**") by courier / e-mail / registered post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee(s) fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice the Promoter shall be entitled to forthwith terminate this Agreement by issuance of a written notice to the Allottee ("**Promoter Termination Notice**") by courier / e-mail / registered post A.D. at the address provided by the Allottee. On the termination and cancellation of this Agreement in the manner as stated in this Sub-Clause, the Promoter shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and car parking space in the manner as the Promoter may deem fit without any reference or recourse to the Allottee(s); and (ii) the Promoter shall be entitled to forfeit (a) 10% of the total Sales Consideration towards liquidated damages plus (b) brokerage fees plus (c) all other taxes and outgoings, if any due and payable in respect of the said Premises upto the date of Promoter Termination Notice, (d) the amount of interest payable by the Allottee in terms of this Agreement from the date of default in payment till the date of Promoter Termination Notice as aforesaid (collectively referred to as the "**Forfeiture Amount**") as and by way of the agreed genuine preestimate of liquidated damages. Further, upon termination of this Agreement, the Promoter shall not be liable to pay to the Allottee any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees, etc.

11.6. Within a period of 30 (thirty) days of the Promoter Termination Notice the Promoter shall, after deduction of the Forfeiture Amount, refund the balance amount of the Sale Consideration to the Allottee. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the car park/s and that the receipt of the said refund by cheque from the Promoter by the Allottee by registered post acknowledgement due at the address given by the Allottee in these presents whether the Allottee accept/s or encash/s the cheque or not, will amount to the said refund and the refund amount accepted by the Allottee is in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises.

12. The common areas, facilities and amenities in the said Project that may be usable by the Allottee are listed in the Second Schedule hereunder written. The internal fittings and fixtures in the said Premises that shall be provided by the Promoter are listed in the Third Schedule hereunder written.

13. **PROCEDURE FOR POSSESSION**

13.1. Upon obtaining the Occupation Certificate from the MCGM and upon payment by the Allottee(s) of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing (hereinafter referred to as the "**Possession Notice**"). The Allottee(s) agrees to pay the maintenance charges as determined by the Promoter or the organization formed by the flat/premises purchasers in the Sale Building, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the Occupation Certificate of the Real Estate Project.

13.2. The Allottee shall take possession of the said Premises within 15 (fifteen) days of the Possession Notice.

13.3. <u>Failure of Allottee to take Possession</u>: Upon receiving the Possession Notice from the Promoter as per Clause 13.1 above, the Allottee shall take possession of the said Premises from the Promoter by executing the necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the said Premises within the time provided in Clause 13.2 above, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable and as shall be decided by the Promoter.

13.4. Within 15 (fifteen) days of the receipt of the Possession Notice, the Allottee(s) shall be liable to bear and pay his/her/their/its proportionate share, i.e., in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and the said Land including *inter-alia* local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned Local Authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said Land and/or the said Building. Until the organization of the flat/premises purchasers in the Sale Building is formed and the Society Transfer (as defined below) is duly executed and registered, the Allottee(s) shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee(s) further agrees that till the Allottee(s)' share is so determined by the Promoter, at its sole discretion, the Allottee(s) shall pay to the Promoter a provisional monthly contribution of Rs. _____/- (Rupees _______ only) per month towards the outgoings. The amounts so paid by the Allottee(s) to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Transfer is duly executed and registered. On the execution of the Society Transfer, the aforesaid deposits, less any deductions as provided for in this Agreement, shall be paid by the Promoter to the organization formed by the flat/premises purchasers in the Sale Building.

14. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee(s), the Allottee(s) brings to the notice of the Promoter any structural defect in the said Premises or the said Tower / Wing/ Building or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee(s) shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project.

15. The Allottee(s) shall use the said Premises or any part thereof or permit the same to be used only for purpose of residence only. The Allottee shall use the parking space/s only for the purpose of parking vehicle/s.

16. **FORMATION OF ORGANIZATION OF PURCHASERS/ ALLOTTEES OF THE SAID BUILDING**

16.1. Within 3 (three) months from the date on which 51% (fifty one percent) of the total number of premises in the Real Estate Project being booked by allottees, the Promoter shall submit an application to the Competent Authorities to form a co-operative housing society to comprise solely of the Allottee and other allottees of the units / premises in the said Building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.

16.2. The Allottee(s) shall, along with other allottees of premises / units in the Real Estate Project, join in forming and registering a cooperative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises in the Real Estate Project alone shall be joined as members (referred to as the "**Organization**").

16.3. For the purpose of formation of the Organization, the Allottee(s) shall, from time to time, sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Organization and for becoming a member thereof, including the bye-laws of the Organization and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee(s), so as to enable the Promoter to register the Organization. No objection shall be taken by the Allottee(s) if any changes or modifications are made in the draft / final bye-laws of the Organization, as may be required by the Registrar of Cooperative Societies or any other Competent Authority.

16.4. The name of the Organization shall be solely decided by the Promoter. The Organization shall admit all allottees of flats and premises in the said Building as members, in accordance with its bye-laws. The name of the said Building shall always remain "MITTAL SKYE 31".

16.5. The Promoter shall be entitled, but not obliged to, join as a member of the Organization in respect of the unsold premises in the Real Estate Project, if any. Post execution of the Society Transfer, the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing, etc., in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Organization for the sale/allotment or transfer of the unsold premises in the Real Estate Project, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1000/- (Rupees One Thousand) per month in respect of each unsold premises towards the outgoings.

16.6. Post the execution of the Society Transfer, the organization formed by the flat/premises purchasers in the Sale Building shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee(s) shall extend the necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

16.7. The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the organization formed by the flat/premises purchasers in the Sale Building, including in respect of (a) any documents, instruments, papers and writings, and (b) any professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the said organization formed by the flat/premises purchasers in the Sale Building and their respective members / intended members including the Allottee(s), as the case may be, and the Promoter shall not be liable towards the same.

17. CONVEYANCE TO SOCIETY

17.1. On or before ________ [***date***]/ within 3 (three) months of registration of the Society as aforesaid, the Real Estate Project with the common areas, facilities and amenities described in the Second Schedule hereunder written shall be transferred to the Society vide a registered indenture of transfer and the Promoter shall cause MCGM to execute and register such indenture of transfer whereby under the applicable laws MCGM and the Promoter shall also transfer, either by way of lease or otherwise, as may be permissible under applicable laws, all their right, title and interest in the said Land comprised in the said Larger Land and in all areas, spaces, common areas, facilities and amenities in the said Land and the said Building in favour of the Society ("**Society Transfer**"). The Society shall be required to join in the execution and registration of the Society Transfer.

17.2. The costs, expenses, charges, levies and taxes on the Society Transfer and connected matters, including the stamp duty and registration charges, shall be borne and paid by the Society and their respective members / intended members including the Allottee(s), as the case may be, and the Promoter shall not be liable towards the same. Post the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

18. The Allottee shall, before the delivery of possession of the said Premises in accordance with Clause 13 above, deposit the following amounts with the Promoter:

18.1. Rs. __________/- for the share money and application entrance fee of the the said organization formed by the flat/premises purchasers in the Sale Building;

18.2. Rs. _________/- for the formation and registration of the the said organization formed by the flat/premises purchasers in the Sale Building;

18.3. Rs. _________/- for the proportionate share of taxes and other charges / levies in respect of the the said organization formed by the flat/premises purchasers in the Sale Building;

18.4. Rs. _________/- for the deposit towards the provisional monthly contribution towards outgoings of the the said organization formed by the flat/premises purchasers in the Sale Building;

18.5. Rs. _________/- for the deposit towards water, electricity, and other utility and services connection charges; and

18.6. Rs. _________/- for the deposits of electrical receiving and sub-station provided / to be provided in the layout of the said Land.

The above amounts are not refundable and no accounts or statements will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter except specified in clause 18.4. The amounts as mentioned in this Clause shall be deposited by the Promoter in a separate bank account. The above amounts are exclusive of applicable taxes levied from time to time and shall be borne and paid by the Allottee as and when required.

19. The Allottee(s) shall pay to the Promoter a sum of Rs. __________/- for meeting all the legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the said Organization, for preparing the rules, regulations and bye-laws of the Organization and the cost of preparing and engrossing the Society Transfer and other deeds, documents and writings. The amounts as mentioned in this Clause shall be deposited by the Promoter in a separate bank account.

20. Certain facilities shall have usage charges in addition to the said membership fees, and, the same shall be paid by the Allottee at the rates decided by the Promoter and as and when demanded by the Promoter along with applicable taxes thereon.

21. The Promoter has informed the Allottee(s) that there may be common access roads, street lights, common recreation spaces, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plants and other common amenities and conveniences in the layout of the said Land. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee(s) along with the other allottees of flats / units / premises in the Real Estate Project and/or on the said Land shall share such expenses and charges in respect thereof as also

maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottees of the flats / units / premises on the Real Estate Project including the Allottee(s) herein and the proportion to be paid by the Allottee(s) shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee(s) nor any of the allottees of the flats / units / premises in the Real Estate Project shall object to the Promoter laying through or under or over the said Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings / towers which are to be developed and constructed on any portion of the said Land.

22. The Promoter may appoint a third party/agency for the purpose of maintaining the Real Estate Project on such terms and conditions as may be deemed fit.

23. **LOAN AND MORTGAGE BY THE ALLOTTEE**

23.1. The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.

23.2. All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

23.3. The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and balance other amounts payable by the Allottee under this Agreement.

23.4. In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law.

24. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

Subject to what is stated in this Agreement and all its Schedules and Annexes and subject to what is stated in the Title Certificate and subject to the RERA Certificate, the Promoter hereby represents and warrants to the Allottee as follows:

(a) The Promoter has a clear and marketable title and has the requisite rights to carry out the development upon the said Land in accordance with the resolutions passed by the General Body of the Socity, LOI, IOD, Commencement Certificate and also has actual, physical and legal possession of the said Land for the implementation of the Project;

(b) The Promoter has the lawful rights and the requisite approvals from the Competent Authorities to carry out the development of the Real Estate Project and shall obtain the requisite approvals from time to time to complete the development of the Real Estate Project;

(c) There are no encumbrances upon the Real Estate Project, save and except those disclosed to the Allottee;

(d) There are no litigations pending before any Court of law with respect to the Real Estate Project, save and except those disclosed to the Allottee;

(e) All the approvals, licenses and permits issued by the Competent Authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following the due process of law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the Real Estate Project 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 Real Estate Project;

(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 Allottee created herein to the said Premises, may prejudicially be affected;

(g) 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 Land and the said Premises, which will, in any manner, affect the rights of the Allottee under this Agreement;

(h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;

(i) At the time of the execution of the Society Transfer, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the Second Schedule hereunder written to the Organization;

(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 Real Estate Project to the Competent Authorities till the Society Transfer and thereupon the same shall be borne by the Organization; and

(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 Land) has been received or served upon the Promoter in respect of the said Land and/or the Project, save and except those disclosed to the Allottee.

25. **ALLOTTEE'S COVENANTS**

The Allottee, with the intention to bring all the persons into whosoever's hands the said Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:

(a) The Allottee(s) has / have gone through the terms and conditions as set out in the Development Agreement, Power of Attorney and the Letter of Intent and hereby undertake(s) to abide by the same;

(b) The Allottee(s) is/are aware that MCGM may transfer his/her/their/its rights in respect of the units comprised in the said Real Estate Project and the said Land as and by way of a lease, in accordance with the terms and conditions of the Letter of Intenet and in such case, the Allottee(s) hereby agree(s) and undertake(s) to abide by all such terms and conditions as may be applicable to the lessee as setout therein and shall pay lease rent, transfer charges and all other amounts as may be required to be paid by him/her/it/them in accordance with the terms and conditions of the Letter of Intent. The rights and entitlements of the Allottee(s) hereunder are subject to the terms and conditions of the said resolutions of the General Body of the Society and the Letter of Intent and other terms and conditions imposed by the Competent Authorities in respect of the Real Estate Project and applicable laws;

(c) To maintain the said Premises at the Allottee's own cost (to be borne and paid by the Allottee) in good and tenantable repair and condition from the date on which the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the applicable rules, regulations or bye-laws or change / alter or make any addition in or to the said Building in which the said Premises is situated and the said Premises itself or any part thereof, without the consent of the Local Authorities and the Promoter and/or the said organization formed by the flat/premises purchasers in the Sale Building;

(d) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and the Allottee shall take due care and precaution while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the said Building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of the negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of such breach;

(e) To carry out at his/her/their/its own cost and expenses (to be borne and paid by the Allottee) all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

(f) 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 of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and the Allottee shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular so as to support, shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or other structural members in the said Premises, without the prior written permission of the Promoter and/or the said organization formed by the flat/premises purchasers in the Sale Building;

(g) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

(h) 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 Land and/or the Real Estate Project in which the said Premises is situated;

(i) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government authority or body giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated;

(j) Bear and pay in a timely manner and forthwith, all the amounts, dues, taxes, instalments of the Sale Consideration, as required to be paid under this Agreement;

(k) Not to change the user of the said Premises without the prior written permission of the Promoter and the said organization formed by the flat/premises purchasers in the Sale Building;

(l) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license or part with the interest or benefit factor of this Agreement or part with the possession of the said Premises or any part thereof or dispose of or alienate otherwise howsoever, the said Premises or any part thereof and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, the Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with the applicable interest thereon (if any) at the Interest Rate. In the event the Allottee is desirous of transferring the said Premises or any part thereof and/or its rights under this Agreement prior to making such full and final payment, then the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter;

(m) The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said Building and the said Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the said organization formed by the flat/premises purchasers in the Sale Building regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses and/or other outgoings in accordance with the terms of this Agreement;

(n) The Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof. Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project, the Promoter and their surveyors and agents with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof and undertake the necessary works;

(o) Till the Society Transfer is executed in favour of the said organization formed by the flat/premises purchasers in the Sale Building, the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land, the buildings / towers / wings / units thereon, or any part thereof, to view and examine the state and condition thereof;

(p) Not to affix any fixtures or grills on the exterior of the Real Estate Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter;

(q) Not to install a window air-conditioner within or outside the said Premises and shall install the external unit of the split-airconditioner only at the designated spaces provided in the said Building;

(r) The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project;

(s) Not to do either by himself/herself/itself/themselves or through any other person anything which may or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and/or the installations for providing facilities in the Real Estate Project including any electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, etc., or any common areas, facilities and amenities; and

(t) The Allottee is/are aware that alternate arrangements for water supply through tankers will be made for the Allottee’s convenience. Expenses incurred for the same will be charged in the maintenance bill till the MCGM water connection is received. The water connection from the MCGM shall be subject to availability and the rules, regulations and bye laws of the MCGM and the Promoter shall not be held responsible for the same. The Allottee shall not raise any objection and or claims about the unavailability of supply of water from MCGM and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for his/her/their convenience.

26. **ALLOTTEE’S REPRESENTATIONS AND WARRANTIES**

The Allottee hereby represents and warrants to the Promoter as follows:

(a) He/she/it/they/is/are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants, etc., contained herein;

(b) He/she/it/they/has/have not been declared and/or adjudged to be an insolvent, bankrupt, etc., and/or ordered to be wound up or dissolved, as the case may be; and

(c) He/she/it/they is/are not sentenced to imprisonment for any offence not less than 6 (six) months.

27. The Promoter shall maintain a separate bank account in respect of the sums received from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the said organization formed by the flat/premises purchasers in the Sale Building or towards the outgoings and legal charges and shall utilize such amounts only for the purposes for which they have been received.

28. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises or the Real Estate Project or the said Land and/or the said Building as may be constructed thereon or any part

thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all the open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Transfer.

29. Promoter shall not Mortgage or Create a Charge on the said Premises: After the Promoter executes this Agreement, it 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 Allottee who has taken or agreed to take the said Premises. Provided however, that nothing shall affect the already subsisting mortgage / charge created over the said Premises in favour of **________**, and already disclosed to the Allottee.

30. Binding Effect: Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due, as stipulated in the Payment Plan in Clause 3 above, within 30 (thirty) days from the date of its receipt by the Allottee and secondly, appears for registration of the same before the concerned office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the concerned office of the Sub-Registrar of Assurances for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all the sums deposited by the Allottee in connection therewith, including the booking amount, shall be returned to the Allottee without any interest or compensation whatsoever.

31. Entire Agreement: This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements, whether written or oral, if any, between the Parties in regard to the said Premises.

32. Right to Amend: This Agreement may only be amended by the written consent of the both the Parties hereto.

33. Provisions of this Agreement applicable to Allottee/ Subsequent Allottees: 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 allottees of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

34. Severability: 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 this Agreement shall be deemed amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA or the RERA Rules and Regulations made thereunder or the applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of the execution of this Agreement.

35. Method of Calcuation of Proportionate Share Wherever Referred to in this Agreement: Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee(s) in the Project, the same shall be in

proportion to the carpet area of the said Premises to the total carpet area of all the other premises / units / areas / spaces in the Real Estate Project.

36. Further Assurances: Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

37. No Waiver: No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

38. Place of Execution: The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Mumbai City, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution thereof, the said Agreement shall be registered at the office of the concerned Sub-Registrar of Assurances at Mumbai. Hence, this Agreement shall be deemed to have been executed at Mumbai.

39. The Allottee and/or the Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit the execution thereof.

40. Notices: All notices to be served upon the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Courier or Registered Post A.D or notified E-mail ID / Under Certificate of Posting at their respective addresses specified below:

ALLOTTEE:
Name of the Allottee:
Allottee‟s Address:
Allottee’s Email ID:

PROMOTER:

Name of the Promoter:	B. P. Gangar Constructions Private Limited
Promoter’s Address:	0A, Ground Floor, Benefice Business House, Mathuradas Mill Compound, Lower Parel, Mumbai 400012
Promoter’s Email ID:	

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post A.D., failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

41. Joint Allottees: In case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/it, which shall for all intents and purposes be considered as properly served on all the Allottees.

42. Stamp Duty and Registration Charges: The charges towards stamp duty fees and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises shall be borne by the Allottee alone.

43. Dispute Resolution: Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

44. Governing Law: This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Maharashtra RERA Authority/Courts of law in Mumbai will have exclusive jurisdiction with respect to all the matters pertaining to this Agreement.

45. Permanent Account Numbers: Details of the Permanent Account Numbers of the Promoter and Allottee are set out below:

    Allottee's PAN:
    Promoter's PAN:

IN WITNESS WHEREOF THE PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE AT MUMBAI IN THE PRESENCE OF THE ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN

FIRST SCHEDULE ABOVE REFERRED TO
(Desription of the said Land)

All that piece and parcel of land admeasuring 3,349.05 square meters (approx.) Plot Nos. 321, 334, 335 and 336 of Sewri Wadala Estate Scheme No. 56 and bearing old C. S. No. 578 and 579 and new C. S. No. 1040 of Dadar Naigaon Division, alongwith structures standing thereon situated at Katrak Road Wadala (West) Mumbai 400 031 within the limits of Greater Mumbai in the district and registration sub-district of Mumbai City and Mumbai Suburban and bounded as follows:

On or towards the North:
On or towards the South:
On or towards the East:
On or towards the West:

SECOND SCHEDULE ABOVE REFERRED TO
(Description of common areas and facilities in the Project)

1.
2.
3.

THIRD SCHEDULE ABOVE REFERRED TO
(Internal fittings and fixtures in the said Premises to be provided by the Promoter)

Living Room/ Dining:

Master Bedroom:

Other Bedrooms:

Kitchen:

Bathrooms:

FOURTH SCHEDULE ABOVE REFERRED TO
(The description of the said Premises)

The residential premises being the Flat No. _______ admeasuring about _______ square metres (carpet area) with exclusive balcony area admeasuring __________sq. mtrs on the __________ floor in the Real Estate Project to be known as "MITTAL SKYE 31" to be constructed on the said property, more particularly described in the First Schedule hereto. The said Flat is shown hatched with red colour on the typical proposed floor plan annexed hereto and marked as Annexure "E"

SIGNED AND DELIVERED	)
by the within named Promoter	)
B. P. GANGAR CONSTRUCTIONS P LTD	)
by the hand of its Authorised Signatory	)
____________________	)
in the presence of	)
1.	)
2.	)

SIGNED AND DELIVERED	)
by the within named Allottee	)
________________	)
in the presence of	)
1.	)
2.	)

LIST OF ANNEXURES

1. Annexure "A" - Copy of plan of the said Land.

2. Annexure "B" - Copy of RERA Certificate

3. Annexure "C" - Copy of the Property Register Card

4. Annexure "D" - Copy of the Layout Plan

5. Annexure "E" - Floor Plan of the said Premises

6. Annexure "F" - Copy of the said Title Certificate

7. Annexure "G" - List of Approvals and Sanctions obtained / in the process of being obtained by the Promoter.

WITHOUT PREJUDICE DRAFT
Subject to contract

RECEIPT

Received of and from the Allottee abovenamed
the sum of Rs. _____________/-
(Rupees _______________only)
as part payment towards the Sale
Consideration under this Agreement.

WE SAY RECEIVED

For B. P. GANGAR CONSTRUCTIONS P LTD

____
Authorized Signatory

Witnesses:
1.
2.

WITHOUT PREJUDICE DRAFT
Subject to contract

****

DATED THIS ___ DAY OF __________, 20__

****

BY AND BETWEEN:

B. P. GANGAR CONSTRUCTIONS P LTD
… THE PROMOTER

AND
Mr./Mrs/Miss/Master/M/s.__________________
____
____
____
____
… THE ALLOTTEE

****

AGREEMENT FOR SALE
[MITTAL SKYE 31]

****

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