

NOTE- This is a specimen draft Agreement and is subject to iterations based on specific terms and conditions that may be negotiated with each of the purchasers of premises in the building (including changes based on sale of the premises with agreed amenities or on a 'bare-shell' basis). The document that will be executed with each purchaser will contain the specific terms agreed upon- accordingly, in the event of this draft being circulated, the same shall not be deemed to prejudice the rights of the Promoters.

Agreement for Sale

This Agreement made at _____ this _____ day of _____ in the year Two Thousand and _____ between M/S. S. RAHEJA SAPPHIRE RESIDENCY LLP, a partnership firm registered under the provisions of the Limited Liability Partnership Act, 2008, under LLP No. AAB6956 having its registered address at 502, Abhiraj Building, Munisuvrat, B-68, Swastik Society, C.G.Road, Nav-rangpura, Ahmedabad 380009, and corporate address at Plot No. 61, S.V. Road, Khar (West), Mumbai 400 052, hereinafter referred to as the **"Promoters"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include the partners for the time being thereof, the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the survivor) of the ONE PART and

(_____) having address at _____ hereinafter referred to as **"the Allottee(s)"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, in the case of individual persons, his/ her/ their heirs, executors, administrators and permitted assigns) (of the OTHER PART.

- A) Mrs. Padma Kishinchand Valecha (**"First Owner"**), Mrs. Rina Jagdish Valecha (**"Second Owner"**), Mrs. Mohini Narain Valecha (**"Third Owner"**) (The First, Second and Third Owner are hereinafter collectively referred to as the **"Owners"**) are the members of the Vithal Nagar Co-operative Housing Society Limited (a co-operative society registered under Section 10 of Bombay Act VII of 1925 under Registration No. B-326 of 1947, and deemed to be registered under the provisions of the Maharashtra Co-operative Societies Act, 1960) (hereinafter referred to as the **"Society"**) and are the lessees in respect of a plot of land bearing Plot No.43 in the scheme of the said Society, C.T.S. No. 312 of Village Juhu, Taluka Andheri, within the Registration Sub-District of Bandra, District Mumbai Suburban, admeasuring 841.8 square meters, located at N.S. Road No.11, Vithal Nagar CHS Ltd., JVPD Scheme, Mumbai, 400 049, more particularly described in the **First Schedule** hereunder written [hereinafter referred to as the **"Plot"**, which, along with the structures formerly standing thereon (and since demolished) is hereinafter referred to as the **"Property"**]. The Owners hold five fully paid-up shares of the Society

bearing Distinctive Nos. 221 to 225 (both inclusive) held under Share Certificate No. 45 dated 07.01.1997 for shares;

B) The Owners' rights title to the Property devolved as follows:

- B.1) By an Indenture of Lease dated 15.09.1992 (which is registered with the Sub-Registrar of Assurances at Bandra under Registration Serial No. BDR/195 of 1992 on 08.02.2007) the Society granted a lease of the Plot to the First Owner, and to the Second and Third Owners' immediate predecessors in-title, namely (i) Jagdish Kishinchand Valecha (being the spouse of the Second Owner), and (ii) Narain Pyarelal Valecha (being the spouse of the Third Owner). The grant of leasehold rights to the Plot by the Society is for a lease term of 999 years commencing from 23.05.1958;
- B.2) The said Narain Pyarelal Valecha died leaving behind his Will dated 18.10.1997, wherein he bequeathed his share in the Property to his wife, the Third Owner herein. Probate of the said Will dated 18.10.1997 was granted on 06.04.1999 by the Hon'ble High Court, Bombay, to the executor thereof, namely, Mrs. Shanti Manohar Ahuja. Pursuant thereto, the said executor and the Third Owner herein, executed an Indenture of Transfer dated 03.03.2014 (which is registered with the Sub-Registrar of Assurances under Registration No. BDR-2/1922/34 of 2014) whereby the rights of the said Narain Pyarelal Valecha in the Property were transferred to the Third Owner;
- B.3) The Second Owner acquired her share in the leasehold rights to the Property vide two Gift Deeds entered into between the said Jagdish Kishinchand Valecha and the Second Owner, being (i) Gift Deed dated 28.12.2012 (registered with the Sub-Registrar of Assurances under Registration No. BDR-2/13896/2012 dated 28.12.2012), for part of the said Jagdish Kishinchand Valecha undivided share, and (ii) Gift Deed dated 25.01.2018 (registered with the Sub-Registrar of Assurances under Registration No. BDR-2/1025) for the remainder of the said Jagdish Kishinchand Valecha's undivided share;
- B.4) Accordingly, the Owners herein are *inter se* solely entitled to the leasehold rights to the Plot, and they hold the same in the following undivided shares: a 3/8th undivided share is held by the First Owner, a 3/8th undivided share is held by the Second Owner, and the balance 2/8th undivided share is held by the Third Owner.

- C) By virtue of an understanding in the Valecha family, one Mrs. Vanita Srichand Valecha had been occupying one of the flats in the old building that previously stood on the Plot
- D) By a Development Agreement dated 19.01.2022 (registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BDR-4-545-2022 dated 19.01.2022 (hereinafter referred to as the **“Development Agreement”**), the Owners, Mrs. Vanita Srichand Valecha (who had, since 1984, been occupying one of the flats in the old building that previously stood on the Plot, therein and herein referred to as the **“Occupant”**), and the Promoters, development rights in respect of the Plot were granted to the Promoters. The Promoters are entitled to- and have- demolished the structures formerly standing on the Plot and are constructing a new building thereon utilizing therefor FSI of the Plot as well as TDR/FSI, etc., as per the terms contained in the Development Agreement. The Promoters are accordingly constructing a new building and which, as per the plans currently sanctioned by the MCGM, shall consist of a stilt-area at the ground level, and residential floors from the 1st floor to the 11th floor (hereinafter referred to as the **“New Building”**);
- E) The Development Agreement inter alia provides that besides the premises agreed to be constructed for/ allotted to the Owners and the Occupant, all other premises and car-parking spaces in the New Building belong to the Promoters and they are entitled to deal with the same as they deem fit with full rights to sell/ allot/ lease/ grant license/ deal with the same and appropriate the proceeds unto themselves and to enter into agreements for the same subject to the provisions of the Development Agreement;
- F) The Society granted its written permission for the development of the said Property;
- G) The Allottee(s) herein has/have demanded from the Promoters and have been given inspection of all documents relating to the title to and development of the Property, including the IOD, Commencement Certificate, plans, designs and specifications prepared by the Promoters’ Architects, and of such other documents as are specified under RERA and the Rules and Regulations made thereunder. The Allottees are fully satisfied with the title in respect of the Property and the Promoters’ rights to construct the New Building thereon and to allot the various premises in therein to purchasers/ allottees thereof. The Promoters have got the plans, specifications, elevations, sections and other details of the New Building duly approved and sanctioned from the MCGM and have commenced the construction of the New Building as per the plans approved and sanctioned by the MCGM under No. P9396/2021(312)/K/W/Ward/JUHU-KW/IOD/1New;

H) Prior to the execution hereof, the Promoters have informed the Allottees of the following amongst rules and regulations of Vithal Nagar Co-operative Housing Society Limited that are applicable to all persons who purchase/ sell premises within the scheme of the Society, and the Allottees have understood and accepted the same -

H.1) The Society does not permit a co-operative housing society/ Condominium of apartments or Company or other registered organization to be formed of the flat-purchasers /allottees of flats in the New Building, and hence no such registered organization shall be formed. Further as per the bye-laws of the Society, the leasehold rights in respect of the Plot cannot be transferred to a registered organization such as a Co-operative Society or Condominium of Apartments or Company of the holders of premises in the New Building and therefore the said leasehold rights shall always remain vested exclusively in the Owners and/or their nominees and assigns, and there shall be no assignment / transfer of the leasehold right, title and interest in the Plot and/or the New Building from the Owners to any such organization as the same is not permissible under the said Lease Deed, bye laws, rules, regulations framed by the Society. Hence, no such registered Organization shall be insisted upon by the Allottees or other flat-purchasers, and neither the Owners nor the Promoters shall execute any Deed of Assignment or any other document in respect of the New Building or any part thereof or the Plot in favour of the flat-purchasers;

H.2) It is expressly and clearly agreed and understood that no right, title and interest of can be created or shall be created in favour of the flat-purchasers in respect of the Plot and/ or any part thereof and/or the said Shares and/or any benefit arising as member of the Society and/or as lessees of the Plot and the same will continue to belong to the Owners unobstructed and without interference at all times, with right to the Owners to deal with their rights in such manner as they deem fit;

H.3) The right intended to be created in favour of the flat-purchasers and the Promoters (in respect of unsold flats) is the right of 'structural ownership' of the flats, on the specific conditions that the flat-purchasers and the Promoters (in respect of unsold flats) shall not have any interest in the Plot;

H.4) In case of demolition of the New Building on any ground, the Occupant, the flat-purchasers and the Promoters (in respect of unsold flats) shall along with the Owners have right of reconstruction of a new building, and in such case the flat-purchasers, the Occupant and the Promoters

(in respect of unsold flats) shall be entitled to flats in the new structure of area equivalent to that originally acquired by each of them in the New Building;

- H.5) All Municipal taxes, maintenance charges and outgoings shall be the joint liability on pro-rata basis of the Owners, the Occupant, the flat-purchasers and the Promoters (for unsold flats), in proportion to their respective carpet areas of the flats to be held by them in the New Building;
- H.6) The Common Areas and Facilities shall be maintained and repaired by the collective of flat-owners, from contribution to be received from the flat-owners.
- H.7) Any further or future FSI and/or right to use, consume FSI of any nature including TDR, floating or any other FSI by whatsoever name called after completion of the New Building and grant of full Occupation Certificate shall absolutely belong to the Owners alone and the Owners shall be entitled to use, consume and utilize and transfer the same in such manner as they may deem fit. The Owners shall be entitled to construct additional floors for their own benefit on the New Building after the Defects' Liability Period and the Allottees shall not object to the same;
- H.8) The Occupant and the flat-purchasers shall use the flats in the New Building for their own occupation strictly only for residential purpose; and the car parking spaces shall be used for car parking only and no other business and/or storage and/or godown activity will be allowed;
- H.9) The Occupant and the flat-purchasers shall not demand partition of their interest in the flats and/or in the New Building and it is hereby agreed and declared that the interest of flat holders in their respective flats and in the New Building is impartible;
- H.10) The Owners, the Occupant, the flat-purchasers and the Promoters (in case of any unsold flats) shall observe, perform and comply with all covenants, conditions and stipulations under this Agreement, the resolution and bye-laws of the Society for the time being in force and amendments, alterations thereto or modifications thereof as may be made from time to time (as far as applicable to each of them) and shall not do or omit to do any act, deed, matter or thing which is or may be contrary to or inconsistent with the said Bye-Laws, and the Occupant, the flat-purchasers and the Promoters (in case of any unsold flats) shall not do any act whereby the rights of the Owners with respect to the Plot will be prejudicially or adversely affected.

- H.11) The Owners, the Occupant, the flat-purchasers and the Promoters (in case of any unsold flats) shall not change the outside elevation of the New Building and/or cause any damage while carrying out the interiors, etc., at any time to the flat above / below / neighbouring flats;
- H.12) The Owners, the Occupant, the flat-purchasers and the Promoters (in case of any unsold flats) shall abide by the bye-laws of the Common Association and the Society.
- I) The Allottees state that they have understood and agreed to all the rules and regulations of Society including the aforesaid rules, and confirm, and have agreed to purchase the Flat on the basis of such rules and regulations, and undertake and covenant that they and all persons claiming through him/ them will adhere to the same and shall not seek any change in the same.
- J) The Promoters have appointed J.T. Vatwani, Architects, registered with the Council of Architects and have appointed J & W Consultants, as Structural Engineer for the preparation of the structural designs and drawings for the New Building. The Promoters are entitled to appoint any other architects or structural engineers in place of them or any other professionals as the Promoters may deem fit;
- K) While sanctioning the said plans the MCGM has laid down certain terms, conditions and restrictions which are to be observed and performed by the Promoters while developing the Property and constructing the New Building, and only upon due observance and performance of which, the Occupation Certificate in respect of the proposed New Building shall be granted;
- L) The Promoters and the Allottee(s) have held detailed negotiations of the terms and conditions of the sale of the Flat and, pursuant thereto, the Promoters have agreed to sell to the Allottee(s) and the Allottee(s) has/ have agreed to purchase from the Promoters the Flat, for a consideration of Rs. [●]/- (Rupees [●] Only) (which excludes all amounts/ deposits, etc., payable under this Agreement) (hereinafter referred to as the **“Sale Price”**).
- M) As per the applicable provisions of RERA, the carpet area of the Flat shall be [●] square feet RERA carpet area or thereabouts (equivalent to [●] square meters or thereabouts) which excludes the area(s) of the balcony(ies) area whereof is [●] square feet or thereabouts equivalent to [●] square meters or thereabouts which have been included in FSI and as part of the Flat in the plans approved by the MCGM. The aggregate area of the Flat inclusive of the area(s) of the balcony(ies) is [●] square feet carpet area or thereabouts (equivalent to [●] square meters or thereabouts) (**“Total Flat Area”**). The Flat is described in the **Second Schedule** hereunder written;

- N) Annexed to this Agreement are copies of the following documents: -
- N.1) Annexure "A" : Title Certificate issued by the Promoters' Advocates;
 - N.2) Annexure "B" : Property Register Card and City Survey plan in respect of the Property;
 - N.3) Annexure "C" : Copy of the above-referred I.O.D. issued by the MCGM;
 - N.4) Annexure "D" : Floor plan of the Flat.
 - N.5) Annexure "E" : A copy of the registration certificate of the project issued by MAHA-RERA.
- O) The Parties have accordingly entered into this Agreement, which is registered as required by the provisions of the Registration Act, 1908 and section 13 of RERA.
- P) The Allottee(s) confirm(s) that prior to the execution of this Agreement, he/she/they was/ were provided with a draft of this Agreement and had sufficient opportunity to go through the same and to consult legal advisors, and that the Allottee(s) has/ have understood and agreed to the terms and conditions. The Allottee(s) further confirm(s) that prior to the execution of this Agreement, he/she/they was/ were given full, free and complete inspection of all documents relating to the development of the Plot including the Development Agreement, IOD, Commencement Certificate, drawings, plans and specifications of the New Building, the approvals/ permissions for construction/ development and had sufficient opportunity to go through the same and verify the same with his/her/their consultants/ advisers, and that the Allottee(s) are satisfied with and have accepted the same.

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

1. The Promoter shall construct the said New Building consisting of stilt-area at the ground level, and residential floors from the 1st floor to the 11th floor on the Plot in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____ admeasuring _____ square feet RERA Carpet Area or thereabouts (equivalent to _____square Metres or thereabouts) which excludes the area(s) of the balcony(ies) area whereof is _____ square feet or thereabouts equivalent to _____ square metres or thereabouts which have been included in FSI and as part of the Flat in the plans approved by the MCGM. The aggregate area of the Flat inclusive of the area(s) of the balcony(ies) is _____square feet carpet area or thereabouts(hereinafter referred to as "the Apartment") as shown in the floor plan thereof hereto annexed and marked Annexure C-1 for the consideration of Rs. _____ including Rs. _____ which is inclusive of the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).
- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to allot to the Allottee the use of _____ car-parking slot(s) in the _____ of the New Building. The car-parking slot(s) shall be of _____ type.
- 1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____/- (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____ (Rupees _____) in the following manner :-
- i. Amount of Rs. _____/- (_____) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
 - ii. Amount of Rs. _____/- (_____) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
 - iii. Amount of Rs. _____/- (_____) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
 - iv. Amount of Rs. _____/- (_____) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

- v. Amount of Rs. _____/- (_____) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs. _____/- (_____) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..
- vii. Amount of Rs. _____/- (_____) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs. _____/- (_____) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].

1(e) The Total Price is escalation-free, save and except escalations /increases, due to 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/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 published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ _____ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision /withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, **by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent.** The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her 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 payments in any manner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.1 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 concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the

Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee on or before _____ day of _____ 20____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3(three) months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:
- 7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such

other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 **If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are 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 his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.**

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Promoter has informed the Allottee and the Allottee is aware and has confirmed that the Society does not permit a co-operative housing society/ Condominium of apartments or Company or other registered organization to be formed of the flat-purchasers /allottees of flats in the New Building, and hence no such registered organization shall be formed. Further as per the bye-laws of the Society, the leasehold rights in respect of the Plot cannot be transferred to a registered organization such as a Co-operative Society or Condominium of Apartments or Company of the holders of premises in the New Building and therefore the said leasehold rights shall always remain vested exclusively in the Owners and/or their nominees and assigns, and there shall be no assignment / transfer of the leasehold right, title and interest in the Plot and/or the New Building from the Owners to any such organization as the same is not permissible under the said Lease Deed, bye laws, rules, regulations framed by the Society. Hence, no such registered Organization shall be insisted upon by the Allottee or other flat-purchasers, and neither the Owners nor the Promoters shall execute any Deed of Assignment or any other document in respect of the New Building or any part thereof or the Plot in favour of the flat-purchasers;

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the 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 project land and building/s. Until the handover of maintenance of the Plot and the New Building is handed over to a common association of the Owners and the new flat purchasers (including the Allottee herein), the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until such handover of the management. On such handover (less deduction provided for in this Agreement) the aforesaid deposits shall be paid over by the Promoter to the said common association.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- (i) Rs. _____/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. _____/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- (iv) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs. _____/- For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Rs. _____/- for deposits of electrical receiving and Sub Station provided in Layout

11. The Allottee shall pay to the Promoter a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the development of the project land to the extent declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain 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 project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing 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 Allottee created herein, may prejudicially be affected;
- 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 project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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 up on the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment 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 building in which the Apartment is situated or the Apartment 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.

- iv. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the common association.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the

possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments 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 Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society and the Common Association and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] 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 such [Apartment/plot].
18. 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 along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar 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 Sub-Registrar 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, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. **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, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

21. 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 [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions 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.

25. 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 after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration with in the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
27. That all notices to be served on 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 Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____ Name of Allottee

_____ (Allottee's Address)

Notified Email ID: _____

M/s _____ Promoter name

_____ (Promoter Address)

Notified 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 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.

28. JOINT ALLOTTEES

That 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 which shall for all intents and purposes to consider as properly served on all the Allottees.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

That 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 will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

First Schedule Above Referred to

Description of the freehold/leasehold land and all other details

Second Schedule Above Referred to

Here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____

in the presence of WITNESSES:

1. Name: _____

Signature: _____

2. Name: _____

Signature: _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter: M/S. S. RAHEJA SAPPHIRE RESIDENCY LLP

(1) _____

(Authorized Signatory) WITNESSES:

1. Name: _____

Signature: _____

2. Name: _____

Signature: _____

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.