

Annexure ‘A’

**Model Form of Agreement to be entered into between Promoter and
Allottee(s)**

(See rule 10(1))

Model Form of Agreement for Sale

This Agreement made at.....this.....day of..... in the year Two
Thousand and

BETWEEN

DESAI AND VARMA ASSOCIATES, is a Joint Venture firm, having its registered office at Dinkar Prasad Building, CT.S 743,743/1 to 8, Mahadev Pandloskar Marg, Vile Parle (East) Mumbai - 400057 through its authorized signatory Mr. Nemichand S. Varma & Mr. Jagdish Prasad Varma hereinafter called the “**PROMOTERS/DEVELOPERS/VENDOR’S**” (Which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in title, administrators, Executors, Legal Representatives, and assignees) of the **FIRST PART**.

AND

MR..... Son of Agedyears, holding PAN Card No....., Aadhaar card No....., Mobile No..... 2.
MR....., Son of, aged years, holding PAN Card No..... Aadhaar Card No....., Mobile No. hereinafter called the “**ALLOTEE/PURCHASER/S**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean include his/her heirs, Legal Representatives, executors, administrators, and assigns) of the **SECOND PART**

OR

[●] [In case of a company], (PAN: [●] and CIN [●]), a company incorporated under provisions of the Companies Act, 1956 or 2013; as the case may be;

having its registered office at [●], represented by its Director/ Authorised person, duly authorized vide board resolution dated [●], hereinafter referred to as the “**Purchaser/s**” (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successor-in-interest and permitted assigns) of the **SECOND PART**.

OR

[●] [In case of a partnership firm], (PAN: [●]), a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [●], represented by its authorized partner [●], hereinafter referred to as the “**Purchaser/s**” (which expression shall unless repugnant to the context or meaning thereof shall mean and include the all partners for the time being of the said partnership firm, the Last surviving partner and their/his/her assigns, heirs, administrators and executors successors-in-interest, executors) of the **SECOND PART**.

OR

[●] [In case of a LLP], (PAN: [●] and LLPIN [●]), a Limited Liability Partnership registered under the Provisions of Limited Liability Partnership Act, 2008 and having its registered office at [●], represented by its Designated Partner/ Authorised Person [●], duly authorized vide partner’s resolution dated [●], Hereinafter referred to as the “**Purchaser/s**” (which expression shall unless repugnant to the context or meaning thereof shall mean and include the partners for the time being of the said LLP, the last surviving Partner and their/his/her assigns, heirs, administrators, successors-in-interest and executors) of the **SECOND PART**.

OR

[●] [In case of HUF], (PAN: [●]) a Hindu Undivided Family, by the hands of its Karta and Manager Mr. [●], having address at [●], hereinafter referred to as the “**Purchaser/s**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the HUF, the members and the

coparceners of HUF from time to time and the last surviving member and Coparcener and the legal heirs, executors and administrators of such last surviving member) of the **SECOND PART**.

WHEREAS by an Joint Venture Redevelopment Agreement dated 28th day of Devember 2012 executed and registered on 31st December 2012 vide registration no BRL9-10693-2012 between of the One Part (hereinafter referred to as " the Vendor") and the Promoter of the Other Part, the Vendor agreed with the Promoterfor the absolute sale to the Promoter/sold absolutely to the Promoter an immovable property being piece or parcel of freehold Land Plot No. 6, Old Survey No. 64A, Hissa No. 3 (Part), now bearing corresponding C.T.S. No. 743 and 743/1 to 8, admeasuring 406.20 sq. meters or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as “the project land”).

WHEREAS:

- A. By virtue of Indenture of Conveyance dated 7th April 1951 executed by and between Laxman Krishnaji Kumbhavdekar and Nagesh Balkrishna Desai the said Mr. Nagesh Balkrishna Desal became the owner of all that piece and parcel of land or ground bearing Plot No. 6, Old Survey No. 64A, Hissa No. 3 (Part), now bearing corresponding C.T.S. No. 743 and 743/1 to 8, admeasuring 406.20 sq. meters in aggregate as per property cards of Village Vile Parle (East), Taluka Andheri, Mumbai Suburban District, situate, lying and being at M. V. Pandloskar Road, Vile Parle (East), Mumbai - 400 057 in the Municipal K-East Ward No. 1435, Street No. 6, 6H (hereinafter referred to as the "said Property"). The said Indenture of Conveyance dated 7th April 1951 is registered with the Sub-Registrar of Assurances, Bandra vide Serial No. BND/ 366 / 1951. In the Property Cards, the name of the said Nagesh Balkrishna Desai is reflected as Owner in respect of the said Property.
- B. The said Nagesh Balkrishna Desai thereafter executed an Indenture of Lease dated 22nd December 1952 in favor of Ramshaya Mannalal Varma (hereinafter referred to as the "Rmushaya Varma") in consideration of

expenses to be incurred by the said Ramshaya Varma in the erection of structure on the said Property and other terms and conditions as more specifically stated therein. The said Indenture of the Lease is registered with the Sub-Registrar of Assurances at Bandra vide Serial No. BND / 1109 / 1952.

- C. C By virtue of the said Indenture of Lease dated 22nd December 1952, the name of Ramshaya Mannalal Varma is mutated in the Revenue Records as Lessee in respect of the said Property, and the same is reflected in the Property Cards.
- D. Thereafter by a Deed of Surrender of Lease and Release dated 27th August 1962 executed by and between the said Ramshaya Mannalal Varma (therein referred to as the Releaser) and Nagesh Balkrishna Desai (therein referred to as the Releasee), the Releaser accepted Surrender of the Indenture of Lease dated 22nd December 1952 and conveyed, assigned and released all his right, title and interest in respect of the said Property along with the erected structure thereon now known as "Dinkar Prasad". The said Deed of Surrender of Lease and Release is duly registered with the Sub-Register of A at Bandra vide Serial No. BND / 2185 / 1962.
- E. Pursuant to the foretasted Deed of Surrender of Lease and Release, the application for mutation in the Revenue Records to delete the name of Ramshaya Mannalal Varma remained to be done. Hence, the name of said Ramshaya Mannalal Varma till date appears as Lessee in respect of the said Property.
- F. By virtue of and in pursuance to the foretasted, Mr. Nagesh Balkrishna Desai became absolutely seized of and well and sufficiently entitled to all that piece and parcel of land or ground together, with the tenements, buildings, structure standing thereon known as "Dinkar Prasad" bearing Plot No. 6, Survey No. 64A, Hissa No. 3 (Part), and now bearing corresponding C.T.S. No. 743 and 743/1 to 8 admeasuring 406.20 sq. meters as per Property Cards of Village Vile Parle (East), Taluka Andheri in the Registration District and Sub-District of Mumbai Sub-urban, situate, lying and being at M. V. Pandloskar Marg, Vile Parle (East), in Municipal

K-East Ward No. 1435, Street No. 6, 6H and which is more particularly described in the Schedule hereunder written (hereinafter referred to as the "Scheduled Property").

- G. The said Mr. Nagesh Balkrishna Desai (hereinafter referred to as the "said deceased") died intestate at Mumbai on 21.09.1992 leaving behind him (1) Mrs. Nalini Nagesh Desai (Wife), (2) Mr. Balkrishna Nagesh Desai (Son), (3) Mr. Laxmikant Nagesh Desai (Son) and (4) Mrs. Seema S. Patki (Married daughter) as his only legal heirs, successors and beneficiaries to his estate and in respect of the Scheduled Property, according to the prevailing laws of succession by which he was governed.
- H. In the circumstances recited hereinabove, the said Owners namely (1) Mrs. Nalini Nagesh Desai, (2) Mr. Balkrishna Nagesh Desai, (3) Mr. Laxmikant Nagesh Desai, and (4) Mrs. Seema S. Patki became entitled to the Scheduled Property as absolute owners thereof.
- I. By virtue of Mutation entry dated 3rd June 2010, bearing No. 675, the names of legal heirs and beneficiaries of the said deceased Late Nagesh Balkrishna Desai namely (1) Mrs. Nalini Nagesh Desai, (2) Mr. Balkrishna Nagesh Desai, (3) Mr. Laxmikant Nagesh Desai and (4) Mrs. Seema S. Patki are mutated as Owners in respect of the Scheduled Property.
- J. By a Joint Venture Agreement dated 28th December 2012 executed by and between the said Owners herein (therein referred to as the Co-owners) being party of the first part and M/s. Varma Construction through its sole proprietor Mr. Nemichand S. Varma and M/s. Shreeji Constructions through its sole proprietor Mr. Jagdish Prasad N. Varma (therein referred to as the Developers), jointly being the party of the second part therein, the parties have agreed to develop the Scheduled Property jointly in the name of M/s. Desai & Varma Associates on terms and conditions as more specifically set out therein. The said Joint Venture Agreement is duly registered with the Sub-Registrar of Assurances under Serial No. BDR-9/10693/12.
- K. Thereafter, Mrs. Nalini Nagesh Desai wife of the said deceased died intestate at Mumbai on 11.01.2013 leaving behind her (1) Mr. Balkrishna

Nagesh Desai (son) (2) Mr. Laxmikant Nagesh Desai (son) and (3) Mrs. Seema S Patki (Married Daughter) as her only legal heirs, successor and beneficiaries to her estate and in respect of her share of the Scheduled Property, according to prevailing laws of succession by which she was governed.

- L. The Original structure as standing on the scheduled property consisted of _____ tenants. The Owners and the Promoters herein have executed Tripartite Agreements for Tenancy conversion into Ownership and Allotment of the New Flat with all the _____ tenants/occupants in the buildings/structures standing on the said Land, have since surrendered their possession to the Promoter and handed over their respective premises to the Promoter and thus, and _____ tenants/occupants shall be given new premises on Ownership basis in the new building to be constructed on the said Land as and by way of permanent alternate accommodation.
- M. CHECK: All the other tenants/occupants have accepted compensation in lieu of surrendering their tenancy rights in favor of the Promoter
- N. In the premises above the Promoter has the Development rights and is seized and possessed of and is otherwise well and sufficiently entitled to all that piece and parcel of land or ground together with messuages, tenements, and building/structures standing thereon known as Dinkar Prasad, situate, lying and being at M. V. Pandloskar Road, Vile Parle (East), Mumbai - 400 057, bearing Plot No. 6, Old Survey No.64A, Hissa No.3 (Part) and bearing corresponding C.T.S. No. 743 and 743/1 to 8, admeasuring 406.20 sq. meters in aggregate as per Property Cards of Village Vile Parle (East), Taluka Andheri, Mumbai, (the "Project Land") which is more particularly described in the First Schedule hereunder written and is delineated by red color boundary lines on the plan annexed and marked as Annexure "A" hereto and is entitled to develop and construct buildings on the Project Land.
- O. The Promoter is presently developing inter-alia the said Project Land by constructing a residential building known as "Dinkar Prasad" (hereinafter referred to as "the said Building") on the said Project Land, and has

registered the project Dinkar Prasad as a 'real estate project' ("the Real Estate Project") with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("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 ("RERA Rules"). The MahaRERA Registration number for the said Real Estate Project is _____

P. The principal and material aspects of the development of the Real Estate Project are briefly stated below

- (i) The Promoter is developing the Project Land by constructing a residential building known as "Dinkar Prasad" i.e. the said Building.
- (ii) As per Concession Report, the said Building which shall comprise of 1 (one) basement, Stilt /ground level and 1st to _____ upper floors.
- (iii) The Promoter has got sanctioned Intimation of Disapproval (IOD) dated _____ and amended plans dated _____ for the said Building which shall comprise of stilt/ground level and 1st to _____ upper floors and Commencement Certificate (CC) dated _____ for the said Building upto _____ Floors as per amended plans dated _____
- (iv) The Promoter has got NOC from Airport Authority of India (Civil Aviation) dated _____ of for permissible top elevation AMSL of _____ mtrs (Site elevation mtrs _____ and height elevation above ground of _____ mtrs).
- (v) The Promoter is undertaking the development of the said Building, and the said Project Land by exploiting the full development potential of the said Project Land i.e. by way of inter-alia (a) utilizing, consuming, and loading FSI and also FSI by way of

Transfer of Development Rights ("TDR") and/or FSI nomenclated in any manner whatsoever including fungible FSI, additional FSI, special FSI, compensatory FSI, incentive FSI, and any other FSI/TDR including TDR that may be acquired in any manner,(b) utilizing, consuming and exploiting all the benefits, potential, yield, and advantages presently available under applicable law including in DCR,(e) dealing with, disposing of by way of inter alia marketing, transferring, alienating, encumbering, and/or mortgaging by way of sale, lease, mortgage, hypothecation or any other manner howsoever as may be permitted. under applicable law, the said Project Land, the said Building, all the flats, premises, apartments, units, spaces, and other areas and buildings constructed on the said Project Land. The Total FSI of _____ square meters has been presently sanctioned for consumption in the construction and development of the Real Estate Project. The Promoter proposes to eventually consume a further FSI/TDR of _____meters aggregating to total FSI of _____square square meters in the construction and. development of the Real Estate Project. The Promoter is a further undertaking that FSI/TDR as mentioned herein above which is beyond the presently sanctioned for consumption will be purchased by the Promoter and further loaded in a stagewise manner and the same shall be duly stated in the undertaking produced before the RERA Authority.

- (vi) The common areas, facilities, and amenities in the Real Estate Project that may be usable by the Allottee are listed in the Third Schedule hereunder written ("Real Estate Project Amenities").
- (vii) The details of the formation of the Society and, the conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in Clause ____ below.
- (viii) The Municipal Corporation of Greater Mumbai ("MCGM") has

sanctioned plans for the construction of the said Building and has issued the Intimation of Disapproval bearing no. _____ dated. _____ ("IOD") and amended plans dated _____ and _____. The Commencement Certificate ("CC") in respect of the said Building has been issued by the MCGM on _____ and endorsed on and maybe re-endorsed from time to time. The copy of the IOD and CC are annexed and marked as Annexure "B" and Annexure "C" respectively. The Promoter shall undertake the development of the Project Land and said Building in accordance with the terms of the IOD and CC as may be amended, modified, varied, and substituted from time to time, in accordance with applicable law.

- Q. The Promoter has entered into a prescribed agreement with an Architect, registered with the council of Architects, and also appointed Structural Engineers for preparing structural designs, drawings, and specifications of the said Building 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.
- R. The Promoter has the right to sell the premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee of the Premises to receive the sale consideration in respect thereof.
- S. By and under a Request for Allotment / Application dated [•], the Allottee/s has/have requested the Promoter to allot a flat bearing no. [•] on the [•] Floor of the Wing [•] admeasuring as per RERA [•] square meters (Carpet Area) (the "said Premises") and [•] car parking space/s, as more particularly described in the Second Schedule hereinbelow. It is clarified that the carpet area as defined hereinabove is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules (viz. the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area, and

exclusive open terrace area, but including the area covered by the internal partition walls, and columns of the Premises).

- T. On-demand from the Allottee/s, the Promoter has given inspection to the Allottee/s and/or his Advocates/consultants of all the documents of title relating to the Project Land, and the plans, designs, and specifications prepared by the Promoter's Architects, Messrs _____, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including inter-alia the following:
 - a. Copy of a deed titled as "Joint Venture for Redevelopment" dated 28th December 2012 executed by and between the said Owners and M/s. Varma Construction through its sole proprietor Mr. Nemichand S. Varma along with M/s. Shreeji Constructions through its sole proprietor Mr. Jagdish Prasad N. Varma ("the said Joint Venture Agreement").
 - b. Copy of the IOD bearing no. CHE/WS/1043/K/337(NEW)/337/2/amend dated 25.01.2022 and the amended plans dated 25.01.2022;
 - c. Copy of the CC bearing no. CHE/WS/1043/K/337(NEW)/FCC/1/Amend dated 07.03.2022 and reinforced on 07.03.2022;
 - d. Title Certificate dated 24.07.2013;
 - e. Property Register Card bearing C.T.S. No. 743 and 743/1 to 8 i.e. the said Land; and
 - f. All other documents as required to be provided to the Allottee/s under the provisions of RERA and the Rules and Regulations made thereunder.
- U. The authenticated copies of the Property Register Card in respect to the Project Land are annexed and marked as Annexure "D" hereto;
- V. Copy of the Title Certificate dated 24.07.2013 issued by Dinesh Rane,

Advocate certifying the right/entitlement of the Promoter is annexed hereto and marked as Annexure "E" hereto ("the said Title Certificate").

- W. 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 upon due observance and performance of which only, the Occupation Certificate / Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- X. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals, and permissions, as referred hereinabove.
- Y. The Parties 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.
- Z. At the request of the Allottee/s, the Promoter has agreed to allot and sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoter, the said Premises at or for the Consideration of Rs. [-----
-----]/- (Rupees [-----
-----] Only) on the terms and conditions mentioned in this Agreement ("Sale Consideration").
- AA. Prior to the execution of this Agreement, the Allottee/s has/have obtained legal advice and representation with respect to this Agreement and the transaction contemplated hereby with respect to the said Premises, made inquiries thereon, and is satisfied with respect to, (i) the title of the Promoter to develop the said Project Land, and such title being clear and marketable; (ii) the present approvals and permissions (including IOD and CC) obtained till date in respect of the development of the said Project Land, as well as disclosed the requirement of approvals which are required

for completion of the Project and (iii) the Promoter is entitled to develop the said Project Land and construct the said Building/ Real Estate Project thereon under various provisions of DCR and applicable law and sell the premises therein. The Allottee/s undertakes that he/she/it has verified through his/her/their financial advisor and is/are satisfied with regard to his/her/their financial ability to consummate the transaction.

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

CC. The Allottee/s was provided with the draft of this Agreement well in advance and has had sufficient opportunity to go through the same and has understood the terms and conditions thereof, upon which the Allottee/s has agreed to enter into this Agreement. The Allottee/s have also perused to his/her/their/its satisfaction and also taken advice from his/her/their/its advisors/consultants in respect of the disclosures and documents provided by the Promoter with RERA Authority and also to the Allottee/s and after fully understanding the entire the Project and also other details of the Project in depth and the Allottee/s have agreed to acquire the said Premises.

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

1. The Promoter shall construct the said building/s consisting of 1 basement and 1 Ground/stilt, / 0 podiums, and 6 upper floors on the project land 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 the 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. of the type of carpet area admeasuring sq. meters on floor in the building /wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. including Rs. being 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 sell to the Allottee garage bearing Nos__situated at Basement and/or stilt and /or_podium being constructed in the layout for the consideration of Rs.__/-
- (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos situated at____Basement and/or stilt and /or_podium being constructed in the layout for the consideration of Rs.____/-.

1(b) The total aggregate consideration amount for the apartment including garages/coveredparking spaces is thus Rs.____/-

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 the 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 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.
- v. 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 may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- vi. 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 an 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 installments payable by the Allottee by discounting such early payments @__% per annum for the period by which the respective installment 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 installments mentioned in the sub-clause (ii) and (iii) shall be further subdivided into multiple installments linked to the number of basements/podiums/floors in case of a 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 an 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 installment and other dues payable by him/her and meet 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 the 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 payments 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 the promoter to charge interest in terms of sub-clause 4.1 above, 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 proportionate share of taxes levied by the concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, the 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 the such notice period, the promoter shall be entitled to terminate this Agreement. Provided further that upon the 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 installments 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 a 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 of20_. 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 be mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon are repaid.

Provided that the Promoter shall be entitled to a reasonable extension of time for giving delivery of Apartment on the aforesaid date if the completion of the 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 fulfillment of any of the provisions, formalities, or documentation on part of the Promoter. The Allottee agrees (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:

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.

- 7.3 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/showroom/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 a vehicle.
9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly, fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title, and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title, and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed. 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 of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favor of the Apex Body or Federation.

9.3 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has the clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out 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 the 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;
 - ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x. The Promoter has duly paid and shall continue to pay and discharge u n d i s p u t e 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, or notification (including any notice for acquisition or requisition of the

said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

10. The Allottee/s or himself/themselves with an 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 color 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, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- 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 the 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 the purpose for which it is sold. 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.
- ix. 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/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- x. Till a conveyance of the structure of the building in which Apartment is situated is executed in favor of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

- xi. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favor of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
11. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
12. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise, or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
13. 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].
14. 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 canceled 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.

15. 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.

16. RIGHT TO AMEND

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 Mumbai.

22. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of a lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
23. 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.

24. 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.

25. Stamp Duty and Registration:-

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

26. Dispute Resolution:-

Any dispute between parties shall be settled amicably. In case of failure to settle 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.

27. 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 the Parties have set and subscribed their respective hand and seal to these presents the day and year first hereinabove stated.

THE FIRST SCHEDULE ABOVE REFERRED TO **(Being description of the said Project Land)**

All that piece and parcel of land or ground together with messuages, tenements, and building/structures standing thereon known as Dinkar Prasad situate lying and bearing at M V Pandlaskar Road, Vile Parle (East), Mumbai – 400 057, bearing Plot No 6, Old Survey No 64A, Hissa No 3 (Part), and bearing corresponding CTS No 743 and 743/1 to 8, admeasuring 406.20 sq. meters in aggregate as per property cards of Village Vile Parle (East), Taluka Andheri, in

the registration district and Sub-District of Mumbai Suburban and bounded as follows;

On or towards North: By M. V Pandloskar Marg

On or towards South: By C.T.S No. 770

On or towards East: By C.T.S No. 771 & 772

On or towards West: By C.T.S No. 744

THE SECOND SCHEDULE ABOVE REFERRED TO
(Being the description of the Premises and our parking space)

Flat No. (____), admeasuring (sq__metr) sq. Mts. (Carpet Area) as per RERA on the (Floor) of the proposed Building known as “Dinkar Prasad” being constructed on the said Project Land and _____ car parking spaces in the said Building.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Being Nature, extent and description of the common areas and facilities, limited common areas and facilities, recreational amenities and facilities)

A. Common Areas and Facilities.

- Staircase and Landings
- Corridors
- Elevators
- Elevators lobbies and landings
- Space designated for society office
- Main entrance lobbies
- Common electric meter for common areas
- Power backup for common areas (staircases, fire elevator & elevator lobbies)
- Refuge area as per final sanctioned plan
- Servants toilet at mid-landing of staircases
- Drainage, stormwater drain, designated space for electric sub-station

(equipment provided by service provider), meter and panel rooms, security cabin, signages, underground water tank (with pump rooms and other pumping arrangement)

- Firefighting equipment and fire tanks
- Basement, Podiums, and Terrace as per final sanctioned plans
- Ramps and driveways at ground, basement, and podium levels
- Car Parking spaces in basement ground and podium levels

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

SIGNED AND DELIVERED BY THE WITHIN NAMED “PROMOTER/DEVELOPER” M/s Desai & Varma Associates Through its Authorised Signatory 1. 2. In presence of....		
Signed And Delivered by the withinnamed “Allotee’s/Purchaser’s” In presence of....		