

AGREEMENT FOR SALE

This Agreement made at Mumbai this ____ day of _____ in year Two Thousand Twenty-Two,

BETWEEN

M/S. A. P. PROPERTIES, a Partnership firm registered under the provisions of The Indian Partnership Act, 1932 having its registered office at 201, Orion, Second Floor, Nehru Road, Santacruz (East), Mumbai- 400 055, hereinafter referred to as the “**PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and their assigns) of the **First Part**;

AND

MR./MRS./M/S. _____
 _____, Indian Inhabitant/s, residing/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/s his/her/their (respective) heirs, executors, administrators and assigns, in the case of a partnership firm the partners or partner for the time being constituting the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their assigns and in the case of a company its successors and assigns) of the **Other Part**.

WHEREAS:

- A. Vide a registered Indenture dated 7th September, 1970 duly registered with the sub-registrar Bombay under serial no. 5492 of 1970, executed between M/s. Shivraj Construction Company being the Vendors therein referred to of the First Part, Shri Bhajanlal Dipchand Hassija being the Confirming Party therein referred to of the Second Part and The Nutex Co-op. Housing Society Ltd (hereinafter referred to as **‘said Society’**) being the Purchasers therein referred to of the Third Part, the Society became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of land or ground bearing old final plot No.82/40 and now bearing Final Plot no. 82/1C admeasuring 940.6 sq. mtrs inclusive of area affected by setback admeasuring 19 sq. mtrs. aggregating to 921.6 sq. mtrs or thereabouts, bearing CTS No. G/169/3, Hissa no.1 of the Town planning Scheme II of Santacruz in the Registration Sub–District of Bandra (hereinafter referred to as **‘said Land’**), alongwith a building comprising of two adjoining wings Being ‘A’ Wing having ground plus two upper floors standing thereon and ‘B’ Wing having ground plus three upper floors standing thereon having 14 residential flats (hereinafter referred to as **‘said Building’**) situate at Saraswati Road, Danda, Santacruz (West), Mumbai 400054 and more particularly described in the First Schedule hereunder written. The said land and the said building structures shall hereinafter collectively be referred to as **“the said property”**.
- B. The Society being desirous to redevelop the said property, pursuant to the Resolution dated 12th October, 2008, passed in its Special General Body Meeting appointed the Promoters as the Developers to carry out the redevelopment of the said property.
- C. Prior to the execution and registration of the Agreement for Redevelopment, certain disputes and differences arose between the members of the said society and the Promoters and as a result whereof, the said society passed a Resolution dated 5th April, 2014, for revoking

the development rights granted to the Promoters. The said society, thereafter, also passed a Resolution dated 6th July, 2014, for inviting offers of new builders/developers interested in carrying out the redevelopment of the said property. The said society also published Public Notice dated 1st September, 2014, in Free Press Journal (in English) inviting bids from the developers interested in carrying out the redevelopment of the said property.

- D. Accordingly, the Promoters were constrained to file a Suit in the High Court of Judicature at Bombay, in its Ordinary Original Civil Jurisdiction, bearing Suit No. 688 of 2015 and took out a Notice of Motion No. 1331 of 2015 therein, for challenging the purported termination by the said society and for other consequential reliefs.
- E. During the pendency of the Suit No.688 of 2015, the members of the said society resolved their disputes with the Promoters and passed a Resolution in its Special General Body Meeting held on 23rd November, 2021, resolving to reappoint the Promoters as the Developers to carry out the redevelopment of the said property by accepting the revised redevelopment proposal of M/s. A.P. Properties under DCPR, 2034 and authorized its newly elected Managing Committee Members to sign, execute and register the Development Agreement, Power of Attorney and other requisite documents, as also to file Consent Terms on behalf of the said society with the Promoters in Suit No. 688 of 2015.
- F. In pursuance of the aforesaid Resolution dated 23rd November, 2021, the said society, through its elected and authorized Managing Committee Members, executed a Registered Agreement of Re-development dated 29th November, 2021 registered with the Sub registrar of assurances at Andheri – 4 under Serial No. BDR15-12828-2021 on 6th December, 2021, with the Promoters and thereby granted the development rights in respect of the said property upon the terms and conditions therein contained and also executed a Registered Power of Attorney dated 7th December, 2021, registered with the Sub registrar of assurances at

Andheri – 4 under Serial No. BDR15-12880-2021 on 07.12. 2021, appointing the partners of the Promoters as their duly constituted Attorneys to do all such acts, deeds and things as more particularly therein contained.

- G. In accordance with the Registered Agreement of Re-development dated 29th November, 2021, the Promoters are entitled to sell, transfer and dispose of the flats and car parking spaces in the new building proposed to be constructed on the said property, save and except the flats and car parking spaces to be allotted to the members of Nutex CHSL.
- H. The said society has also handed over quiet, peaceful and vacant possession of the said property to the Promoters to take steps to carry out redevelopment of the said property in accordance with the Registered Agreement of Redevelopment dated 29th November, 2021.
- I. The parties to the Suit No. 688 of 2015, filed 5 sets of Consent Terms in the Hon'ble High Court all dated 7th March, 2022 and the Promoters withdrew the suit against the Defendant No.3 viz. Mr. Mahabubi Shaikh. The Hon'ble Court vide Order dated 7th March, 2022, disposed of the suit in terms of the 5 sets of Consent Terms tabulated above and dismissed the Suit against Mrs. Mahabubi Shaikh as withdrawn and dispensed with drawing up of Decree. Subsequently, Mrs. Mahabubi Shaikh has vide her Consent Letter has given her Consent for appointment of M/s. A.P. Properties as Developer for Redevelopment of Nutex Co-operative Housing Society Ltd, the society building.
- J. Accordingly, the Promoter alone is having the sole and exclusive right to redevelop the said property and to sell the flats in the said proposed new building/s (save and except the premises reserved for the Members of the said Society) being constructed on the said Land by the Promoter and to enter into agreement/s with the prospective purchaser/s of the flats in the new building and to receive the sale price/consideration in respect thereof.

- K. The Promoter has got approved from the concerned local authority fresh/amended plans, specifications, elevations, section and details of the new building/s to be constructed on the said Land under I.O.D. bearing No. P-9467/2021)/HW Ward/FP/IOD/1/New dated 14.01.2022 and Commencement Certificate No. P-9467/2021)H/W Ward/FP/CC/1/New dated 16.03.2022 and shall continue to obtain the approvals from various authorities from time to time, so as to obtain the Occupation Certificate. The Promoter has accordingly commenced construction of the said proposed new building/s known as “Nutex” (hereinafter referred to as **“the said new building”**) in accordance with the said plans.
- L. As per the approvals presently obtained by the Promoter from various competent authorities, the said new building is approved as having ground stilt, plus 13 (thirteen) upper floors by consumption of Floor Space Index (**FSI**) to the extent of square meters or thereabouts. The New Building shall have parking spaces at ground stilt and shall have habitable residential flats from the 1st to 13th upper floors.
- M. On the Allottee/s’ application to the Promoter, the Allottee/s is/are offered by the Promoter, a Flat bearing No. _____ admeasuring _____ sq. ft. (Rera Carpet area) on the _____ floor (**“said flat”**) along with _____ () mechanized/ stack/ stilt/ covered parking space/s (**“said parking”**) in the new Building. The said flat and the said parking shall collectively be referred to as **“the said Premises”**.
- N. The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- O. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **“the said Act”**) with the Maharashtra Real Estate Regulatory Authority at Mumbai, Maharashtra bearing No. _____ an authenticated copy of which is attached in **Annexure ‘A’**.

- P. The Developer has appointed Mr. Girish A. Bhagtani as Architect for the said new building to be constructed on the said property.
- Q. The Developer has also appointed M/s. Paras Consultants as Structural Engineer for preparation of structural designs and drawings of the said building.
- R. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the said new Building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the said Building.
- S. While sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Land and the said New Building and upon due observance and performance of which only the occupation certificate in respect of the said Premises shall be granted by the concerned local authority.
- T. The area of the said Premises is _____ sq. ft. (Rera carpet area) and **“Rera carpet area”** means the net usable floor area of the said Flat, excluding the area covered by the external walls, areas under services shafts, exclusive of balconies appurtenant to the said Flat for exclusive use of the Allottee/s or verandah area, but includes the area covered by the internal partition walls, column offsets, ledges in the said Flat.
- U. The Promoter is in the process of entering into several Agreements similar to this Agreement with several third parties who may agree to take and acquire premises in the said New Building on ownership basis, subject to such modifications as may be deemed necessary, considerable, desirable or proper by the Promoter.
- V. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the relevant documents relating to the right of the

Promoter to redevelop the said Land, the designs and specifications prepared by the Architect, Structural Engineers and of such other documents, including the Commencement Certificate and Approved plans, as are specified under the said Act and the Rules and Regulations made thereunder and the Allottee/s have independently got the same duly verified through his/her/their professionals (both legally and architecturally) and after being fully satisfied with the same has/have entered into this Agreement with the Promoter.

- W. The authenticated copy of the Certificate of Title issued by M/s. Chitnis Vaithy & Co, Advocates & Solicitors and authenticated copies of Property Register Cards of the said Land standing in the name of the said society showing the nature of the title of the Promoter to develop the said Land on which the said Building is being constructed have been annexed hereto and marked as **Annexure 'B'** and **'C'** respectively.
- X. The copies of the amended I.O.D. and Commencement Certificate have been annexed hereto and marked as **Annexure 'D'** Colly.
- Y. The authenticated copy of the plan of the said Premises agreed to be purchased by the Allottee/s, as sanctioned and approved by the concerned local authority and shown in Red colour hatched lines has been annexed and marked as **Annexure 'E'**.
- Z. 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.
- AA. The Allottee/s has/have paid to the Promoter a sum of Rs. _____/- (Rupees _____ Only), being part payment of the sale consideration/Purchase price of the said Premises agreed to be sold by the Promoter to the Allottee/s on or before the execution hereof (the payment and receipt whereof the

Promoter hereby admits and acknowledges) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in accordance with the Payment Plan in the manner hereinafter appearing.

BB. The Promoter is required to execute this Agreement under section 13 of the said Act, being in fact these presents and also to register said Agreement under the Registration Act, 1908, to more effectively transfer the title of the said Premises to the Allottee/s herein.

CC. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties the Promoter hereby agree to sell to the Allottee/s and the Allottee/s hereby agree/s to purchase the said Premises from the Promoter for the consideration and on the terms and conditions hereinafter contained.

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

1. The recitals shall form an integral part of the operative part of this Agreement and shall be deemed to have been repeated verbatim.
2. The Promoter shall construct the said New Building known as “Nutex” on the said Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. The Promoter shall not have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications unless the same adversely affect the area of the said Premises of the Allottee/s. However, no consent shall be required by the Allottee/s if any alteration or addition is required by any Government authorities or due to change in law.
3. As per the approvals presently obtained by the Promoter from various competent authorities, the said New Building is approved as having ground stilt, plus 13 (Thirteen) upper floors by consumption of Floor

Space Index (**FSI**) to the extent of _____ square meters or thereabouts. The New Building shall have parking spaces at ground stilt and shall have habitable residential flats from the 1st to 13th floors.

4. The design of the said Premises is subject to amendments and changes as may be stipulated by the MCGM, Government, local authority and/or as per the requirements of the Promoter. The Allottee/s hereby further agree/s and covenant/s with the Promoter on and from the date of execution hereof, the Promoter shall not require any further consent/approval of the Allottee/s, as may be necessary for the purpose of enabling the Promoter to construct the New Building or any additional floors, in accordance with the approvals already obtained and to be hereafter obtained by the Promoter, with such additions and alterations as the Promoter may in its sole and absolute discretion deem fit and proper and/or for the purpose of applying for and/or obtaining the approval or sanction of the MCGM or any other appropriate authorities in that behalf as well as for the approval or sanction relating thereto. The Allottee/s hereby further agree/s and give/s his/her/their specific irrevocable consent to the Promoter to carry out such amendments, alterations, modifications or variations in constructing the said Premises, the said New Building on the said Land and/or to the building plans (whether or not envisaged and/or proposed to be constructed at present), provided that the aggregate area/size of the said Premises agreed to be acquired by the Allottee/s is not in any manner reduced, beyond the Agreed Variation Limits as set out in Clause 9 hereof. This Clause shall operate as and shall be deemed to be the informed and free consent of the Allottee/s in accordance with the applicable provisions of RERA, the RERA Rules, MOFA and the MOFA Rules and in particular section 14 of RERA and sections 7 and 7A of MOFA.
5. The Allottee/s hereby further agree/s that even after being admitted as member/s of the said Society, he/she/they will consent to the Society giving to the Promoter full facility, assistance and co-operation to enable

the Promoter to make the said additions and alterations and/or to raise additional storeys or structures complete and fit for occupation in all respects and for the aforesaid purpose the Promoter shall be entitled to utilize and/or make connection from all water pipe-lines and storage tanks, sewerage and drainage pipe-lines, electric cables and electric lines and other convenience and amenities to the said additional storeys or structures which may be constructed by the Promoter and the Allottee/s hereby consent/s to the same and he/she/they shall not raise any objections whatsoever.

6. (a) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Flat No. ____ admeasuring _____ sq. ft. (Rera Carpet area) on the ____ floor of the said New Building known as “Nutex” as shown in the Floor plan hereto annexed and marked **Annexure ‘E’** along with _____ number of car parking/s in the mechanized/ stack/ stilt/ covered parking space/s in the Parking Layout of the said new building (hereinafter collectively referred to as “**the said Premises**”) for the consideration of Rs. _____/- (Rupees _____ Only) more particularly described in the Second Schedule hereunder written including the proportionate price of the common areas, amenities and facilities appurtenant to the premises. The nature, extent and description of the common areas and facilities which are more particularly described in the Third Schedule annexed herewith (**‘Purchase Price’**). The restricted areas, and facilities of the new building are more particularly described in the Fourth Schedule hereunder written (hereinafter collectively referred to as the “Restricted Common Areas and Amenities)

- (b) (i) The Allottee/s has/have paid on or before execution of this Agreement and in accordance with the Allotment Letter dated _____ a sum of Rs. _____/- (Rupees _____ Only) (subject to Deduction of Tax at Source [TDS] as per the provisions of the Income Tax Act, 1961, if applicable) being part payment paid by the Allottee/s to the

Promoter on or before the execution hereof the payment and receipt whereof the Promoter hereby admits and acknowledges.

(ii) The balance amount Rs. _____ /-(Rupees _____ Only) out of the total sale consideration shall be paid by the Allottee/s to the Promoter (subject to Deduction of Tax at Source [TDS] as per the provisions of the Income Tax Act, 1961, if applicable) as under:

- (a) Rs. _____ /- as earnest money;
- (b) Rs. _____ /- on the execution of Agreement;
- (c) Rs. _____ /- on completion of the Plinth;
- (d) Rs. _____ /- on completion of the 1st slab;
- (e) Rs. _____ /- on completion of the 02nd slab;
- (f) Rs. _____ /- on completion of the 3rd slab;
- (g) Rs. _____ /- on completion of the 04th slab;
- (h) Rs. _____ /- on completion of the 05th slab;
- (i) Rs. _____ /- on completion of the 06th slab;
- (j) Rs. _____ /- on completion of the 07th slab;
- (k) Rs. _____ /- on completion of the 8th slab;
- (l) Rs. _____ /- on completion of the 9th slab;
- (m) Rs. _____ /- on completion of the 10th slab;
- (n) Rs. _____ /- on completion of the 11th slab;
- (o) Rs. _____ /- on completion of the 12th slab;
- (p) Rs. _____ /- on completion of the 13th slab;
- (q) Rs. _____ /- on completion of the terrace slab;
- (r) Rs. _____ /- on completion of the walls, internal and external plaster;
- (s) Rs. _____ /- on completion of the floorings, installation of doors, windows, sanitary fittings of the said Premises;
- (t) Rs. _____ /- at the time of handing over of the possession of the said Premises to the Allottee/s on or after receipt of Occupancy Certificate or Completion Certificate.

7. The Purchase Price above payable by the Allottee/s to the Promoter for allotment of the said Premises excludes Taxes consisting of tax paid or payable by the Allottee by way of Goods and Service Tax (GST), and Cess or any other similar taxes which may be levied at present or in the future. The Allottee/s shall also be liable to bear and pay/reimburse the GST and all other taxes applicable on purchase of the said Premises. The Allottee/s agree/s to indemnify and keep indemnified the Promoter against the payment of GST, penalty, losses, cost and consequences which may be incurred or suffered by the Promoter on account of any type of recovery proceedings for recovery of GST or any other such taxes as applicable, which may be initiated against the Promoter for construction/sale of the said Premises. It is also agreed that in accordance with the provisions of section 194-IA of the Income Tax Act, 1961 (as amended by Finance Act, 2013), the said Purchase Price or instalments thereof, is/are payable by the Allottee/s after deducting the applicable TDS thereon by depositing the same in the government treasury through electronic payment in any of the authorized banks and in the manner as specified under the Income Tax Act, 1961. After making the payment of TDS as statutorily required and as agreed herein, the Allottee/s shall furnish to the Promoter the TDS Certificate in Form 16B evidencing the payment of TDS made by the Allottee/s within 21 (twenty-one) days of making such payment. It is hereby clarified that the payment of TDS is the liability of the Allottee/s under the Income Tax Act, 1961 and in the event of the failure of the Allottee/s to pay the same, the Allottee/s alone shall be liable and responsible for interest, penalty and/or any other consequences arising out of such failure and the Allottee/s shall be deemed to be an assessee in default under the Income Tax Act, 1961. It is further clarified that non-payment of the amount of the deducted tax at source to the concerned authorities or non-furnishing by the Allottee/s of the requisite certificate of deducted tax at source to the Promoter within the period of 21 days, shall be deemed to be a breach equivalent to non-payment of the Purchase Price amount and shall accordingly attract the consequences as mentioned in Clause 7 below. It is hereby further agreed

that in addition to the aforesaid Taxes, in the event of any amount becoming payable now or in the future by way of levy or premium, taxes, cess, fees, charges, sales tax, value-added tax, service tax, goods and services tax or any other tax by whatever name called, at the time of execution of this Agreement and/or any time thereafter to any authority or to the State Government or to the Central Government or in the event of any other payment of a similar nature, save and except the tax on income of Promoter, arising out of or in connection with transaction contemplated hereby, the Allottee/s shall be solely liable to bear and pay the same and the Promoter shall not be liable for the same.

8. It is agreed that the Promoter shall be entitled to charge interest as prescribed under RERA on all delayed payments payable by the Allottee/s to the Promoter under this Agreement (**Agreed Interest Rate**). In the event of any delayed payment being received by the Promoter from the Allottee/s, the Promoter shall, notwithstanding any instructions to the contrary by the Allottee/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Allottee/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.
9. The Purchase Price payable by the Allottee/s to the Promoter for allotment of the said Premises 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/s 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/s, which shall only be applicable on subsequent payments.

10. The Promoter shall confirm the final Rera carpet area that has been allotted to the Allottee/s after the construction of the said Premises is complete and the permission for occupation is granted by the competent authority/concerned local authority, by furnishing details of the changes, if any, in the Rera carpet area, subject to a variation cap of 3 (three) percent. The total Purchase Price payable for the Rera carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Rera carpet area beyond the defined limit then the Promoter shall refund the excess Purchase Price paid by the Allottee/s. If there is any increase in the Rera carpet area allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan in clause 2 (b) above. It is clarified that in the event if any amounts are payable by the Promoter to the Allottee/s (due to reduction in the Rera carpet area as aforesaid) then the Promoter shall either **(i)** refund the amount that is payable to the Allottee/s prior to handover of possession of the said Premises to the Allottee/s (without any interest thereon); or **(ii)** adjust the same, at the Promoter's absolute discretion under any head/s of the outstanding due/s payable by the Allottee/s to the Promoter, by intimating the same to the Allottee/s without any prior consent from the Allottee/s.

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

12. 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 said Premises to the Allottee/s, obtain from the concerned local occupation certificate in respect of the said Premises.

13. Notwithstanding anything contained in this Agreement, it is specifically agreed that: Time for making the payments of the instalments of the Purchase Price as provided in clause 2.(b) herein above (“**Payment Plan**”), is strictly of the essence of this contract and any delay by the Allottee/s in making the said payment/s shall forthwith render this Agreement terminable subject to what is stated below at the sole and exclusive option of the Promoter without any further act and/or reference and/or recourse to the Allottee/s and in the event of the Promoter so terminating this Agreement, the Promoter shall be entitled to forfeit 10% (Ten Percent) of the total Purchase Price of the said Premises; and thereupon, the Promoter shall also be free and entitled in its own right to deal with the said premises and the Promoter’s rights therein, notwithstanding any loan availed by the Allottee/s from any bank/financial institution/NBFC by mortgaging the said Premises or otherwise, in any manner as the Promoter in its sole discretion deems fit and proper, without any reference, recourse and/or payment whatsoever to the Allottee/s and without the requirement of any orders of declaration of termination from any Courts and without the requirement of the execution or registration any document or deed of cancellation. A termination letter issued by the Promoter to the Allottee/s regarding such termination shall effectively terminate this Agreement and thereupon the Purchaser/s shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Promoter in any manner whatsoever and howsoever arising. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and/or e-mail at the e-mail address provided by the Allottee/s, 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/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement. The refund pursuant to the termination as

provided in this clause, if any, shall be made (without any interest thereon) within 3 (three) months of the sale by the Promoter of the said Premises to a third party purchaser or on completion of the construction of the entire New Building, whichever is earlier. The amount of refund in such an event shall further be after deduction of any taxes paid and other amounts expended by the Promoter pursuant to this Agreement including *inter alia* any brokerage charges paid by the Promoter in pursuance of the transaction recorded in this Agreement) and other amounts i.e. interest at the Agreed Interest Rate on delayed payments till then payable by the Allottee/s hereunder (as may be payable by the Allottee/s up to the date of termination) as well as the costs incurred by the Promoter in finding a new willing acquirer/transferee who may acquire the said premises (including brokerage charges as may be incurred by the Promoter in that behalf).

14. Check The fixtures and fittings with regard to the flooring and sanitary fittings and amenities, to be provided by the Promoter in the said Premises as are set out in **Annexure 'F' ('Internal Amenities')** annexed hereto. The Allottee/s confirm/s that the Promoter shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Premises. It is specifically agreed between the parties hereto that the Promoter shall have the right to change/substitute the said Internal Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Promoter. If any change as aforesaid becomes necessary, the Promoter shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Promoter to offer possession of the said Premises on the specified date. The Promoter shall however try to ensure that such substitutes and/or alternatives are similar to the Internal Amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible. The Allottee/s agree/s not to claim any rebate and/or discount and/or concession in the Purchase Price on account of such change/substitution.

It is further agreed by and between the parties hereto that in respect of the said Internal Amenities the Allottee/s has/have an option to avail additional internal amenities and/or carry out internal changes. In the event of the Allottee/s deciding to avail additional internal amenities and/or carry out internal changes, the Allottee/s shall pay to the Promoter such money as may be mutually decided. This sum shall be over and above the Purchase Price and other payments payable by the Allottee/s to the Promoter hereunder. It is clarified that the Internal Amenities are not manufactured or produced by the Promoter and that the same are sourced from third party vendors/suppliers. Some of the Internal Amenities may be acquired under warranties and others may not have any warranties and the Promoter shall not be responsible to repair and/or replace the same. Accordingly, once possession of the said Premises with the Internal Amenities is handed over by the Promoter to the Allottee/s, thereafter, in case of to any operational issues or malfunctioning of the Internal Amenities, the Allottee/s shall not hold the Promoter responsible and/or liable for repairs or replacement thereof; and the Allottee/s shall make appropriate claims only against the supplier/manufacture thereof, as per the terms of the respective warranties of the respective Internal Amenities (if applicable). It is further clarified that the defect liability obligations of the Promoter as contained in Clause 19 of this Agreement do not pertain or extend to the Internal Amenities and the same are restricted only to any defects in the construction of the New Building.

15. The Promoter shall give possession of the said Premises to the Allottee/s on or before the _____, 20___. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Premises on the aforesaid date, if the completion of building in which the said Premises is to be situated is delayed on account of:-

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification, legislation, ordinance, of the Government or Directive of the Government and/or any Local or

Public body or authority of other competent authority or Courts or Tribunal or any Quasi – Judicial body or authority;

- (iii) Non–availability of Steel, Cement, other Building Materials, Water or electric supply;
- (iv) Force Majeure Circumstances or Conditions, or other caused beyond the control of or unforeseen by the Promoter, including natural disasters such as earthquakes, cyclones, tsunamis, flood as also any epidemic and/or pandemic as well as any strikes or other agitation by the workers, employees or labourers of the Promoter or the Contractors or Suppliers and/or;
- (v) Delay in issue of the permission for occupation and/or other Certificates as may be required in respect of the said Premises, by the said local authority or any other concerned authority.

16. The date of delivery of possession of the said Premises is subject to Clause 15 and even after extension of the date of possession as stated in the preceding Clause 15, the Promoter is unable to or fails to give possession of the said Premises or license to enter the said Premises to the Allottee/s, then and in such an event, the Allottee/s shall at his/her/their own discretion be entitled either: **(i)** to continue with the arrangement as recorded this Agreement and receive a compensation in the form of liquidated damages from the Promoter to be calculated on a monthly basis at the Agreed Interest Rate as prescribed under RERA on the amount of Purchase Price that is till then paid by the Allottee/s to the Promoter and received by the Promoter, from the extended date of delivery of possession (extended due to any of the factors set out in Clause 14 hereof) till the date of offer of possession by the Promoter to the Allottee/s; or in the alternative **(ii)** be entitled to give notice to the Promoter terminating the Agreement, in which event, the Promoter shall refund to the Allottee/s the aforesaid amount of Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts that may have been paid by the Allottee/s) till then received by the Promoter from the Allottee/s together with interest at the Agreed Interest Rate as prescribed under RERA from the date of receipt

by the Promoter of such amounts of Purchase Price from the Allottee/s, till the date of refund thereof to the Allottee/s. It is clarified that the Promoter shall not be liable to pay any amount or refund to the Allottee/s any additional amount/s, either as liquidated damages or costs, charges, expenses in the event of such termination. It is further clarified that in the event if the provisions of this Clause are applicable and in such an event, if the Allottee/s once exercises the option to continue with this Agreement (and not to terminate it), then the Allottee/s shall subsequently not be entitled exercise the alternative option to terminate this Agreement, regardless of the further period of delay in the delivery of possession of the said Premises. If the Allottee/s exercise the option to terminate this Agreement, the refund to be made to the Allottee/s shall be made by the Promoter to the Allottee/s within a period of 30 (thirty) days from the date when the Allottee/s terminate/s this Agreement/s. In case of termination by the Allottee/s, upon the aforesaid payments being made by the Promoter to the Purchaser/s, neither party shall have any claim against the other in respect of the said Premises or otherwise arising out of this Agreement and the Promoter shall be at liberty to sell and dispose off the said Premises and/or create third party rights therein in favour of any other person/s at such consideration/purchase price and upon such terms and conditions as the Promoter may deem fit and proper, in Promoter's sole and absolute discretion, without any reference and/or recourse to the Allottee/s. It is clarified that in case of termination by the Allottee/s, in the event if the Promoter finds a willing buyer/acquirer to acquire the said Premises prior to the refund to the Allottee/s under this Clause, then the Promoter shall be entitled to sell the said Premises to such new buyer/acquirer; but the Allottee/s shall have a charge on the amounts receivable by the Promoter from the new purchaser/acquirer to the extent of the amounts receivable by the Purchaser/s under this Clause. Save and except as provided hereinabove, the Allottee/s shall not be entitled to withdraw form this Agreement or terminate this Agreement; and in the event if the Allottee/s so decide/s to withdraw or terminate this Agreement other than for the reasons as set out above, then the

consequences of such withdrawal or termination by the Allottee/s shall be as set out in Clause 12 hereof.

17. Notwithstanding anything to the contrary contained in this Agreement, if, as a result of any legislative order or requisition or direction of the Government or public authorities, the Promoter is unable to complete the aforesaid New Building and/or to give possession of the said Premises to the Allottee/s, then and in such an event, the only responsibility and liability of the Promoter will be to pay over to the Allottee/s the proportionate amounts of Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts that may have been paid by the Allottee/s) till then received by the Promoter from the Allottee/s, without any interest thereon; and thereupon this Agreement shall ipso facto and automatically stand terminated and neither party shall have any claims against the other. The Promoter shall not put the Allottee/s in possession of the said Premises unless and until:

- a. The Allottee/s has/have paid the entire aggregate Purchase Price and all the other amounts payable by him/her/them hereunder and/or otherwise in respect of the said Premises to the Promoter as specified herein.
- b. The Promoter has received the Occupation/Occupancy Certificate or part Occupation/Occupancy Certificate from the MCGM.

18. **Procedure for taking Possession: -**

The Promoter, upon obtaining the occupation certificate from the Competent Authority/concerned local authority and the payment made by the Allottee/s shall offer in writing the possession of the said Premises, to the Allottee/s in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice (**‘Notice of Possession’**). The Allottee/s shall be liable to bear and pay the maintenance, taxes and other outgoings in respect of the said Premises from the date of OC whether the Allottee/s has taken possession of the said Premises or not. The

Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree/s to pay the maintenance charges as determined by the Promoter. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 (seven) days of receiving permission for occupation of the said Premises.

19. **Failure of the Allottee/s to take Possession of the said Premises: -**

Upon receiving a written intimation from the Promoter, the Allottee/s shall take possession of the said Premises 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 said Premises to the Allottee/s. In case the Allottee/s fail/s to take possession within the stipulated time, such Allottee/s shall continue to be liable to pay maintenance charges and other outgoings including property taxes as applicable.

20. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the said Premises 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/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act **PROVIDED HOWEVER THAT**

- (i) However, it is clarified that if the defect has arisen due to result of any unlawful construction carried out by the Purchaser or by Organization of Purchaser/s of the new building or as a result of non- maintenance of the said new building or said Flats/Apartments then in such event the Promoter shall be absolved from such liability.
- (ii) As also if such defects are occurred due to some act or omission

or alteration or tampering or addition on the part of the Purchaser/s or in the event the Purchaser/s carries out or causes to carry out any renovations and/or furniture work and/or work of the revamping / reinstallation/ installation of any fixtures and fittings in the said Flat/Apartment on his own in any manner whatsoever and due to this any harm, damage, loss, injury arises or occurs in the said Flat/Apartment or any part thereof, or to the adjoining Flats/Apartments/ Units, premises, the Promoters shall not be responsible and/or liable and the Promoters shall be completely absolved from any defect liability that may be brought by the Purchaser/s.

- (iii) The Purchaser/s shall also be liable and responsible to take care that there are no additions, alterations, modifications of permanent nature which may in any manner violate the sanctioned plans or permissions which may be granted or which may have already been granted by Municipal Corporation of Greater Mumbai (MCGM) in respect of the said property, failing which, the Purchaser/s shall alone be responsible and liable to face the consequences under the laws of the land, and the Promoters shall not be required to deal with the same or any part of the said responsibilities of the Purchaser/s in any manner whatsoever.

if the Allottee/s and other purchasers of premises have not maintained their respective premises in good order and condition and have done any alterations/changes/act or omitted to do any act which has contributed to or caused such defects then the Promoter shall not be liable either to rectify such defects or compensate the Allottee/s in any manner whatsoever. It is hereby clarified that the warranty on Lifts, Mechanized Parking, water pumps and Fire Fighting Equipment shall be provided by the agencies/manufacturers and the Promoter shall not be liable for any defect and maintenance of the same. It is clarified that the obligation of the Promoter to rectify such defects does not pertain to or extend to the Internal Amenities.

20. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for purpose of residence. The Allottee/s shall use the parking space or parking space only for purpose of parking vehicle.
21. The Allottee/s shall become a member of the Nutex Co-operative Housing Society Ltd. and sign and execute the necessary applications/forms, pay the applicable Share Money and Entrance Fee for acquiring the shares/membership of the said society and execute all the other papers and documents as necessary for becoming a member of the said society and shall abide by the rules, regulations and bye-laws of the said society.
22. Within 15 (fifteen) days after Notice of Possession given by the Promoter to the Allottee/s and prior to the Allottee/s taking Possession of the said Premises, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the Rera carpet area of the said Premises) of outgoings in respect of the said Land and all other Common Areas and Common Facilities, Amenities and Facilities 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, repairs and preservation of the project. The Allottee/s further agree/s that till the Allottee/s's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution for _____ year of Rs. _____/- (Rupees _____ Only) per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter and on completion of the project shall be paid over to the said Society.

23. The Allottee/s shall on or before delivery of possession of the said Premises shall pay to the Promoter, the following amounts: -

- (i) Rs. _____ /- (Rupees _____
_____ Only) lumpsum amount of legal charges for this Agreement;
- (ii) Rs. _____ /- (Rupees _____
_____ Only) for share money, application entrance fee of the Nutex CHSL;
- (iii) Rs. _____ /- (Rupees _____
_____ Only) for proportionate share of taxes and other charges/levies in respect of the said new Building and towards provisional monthly contribution towards outgoings of said society for a period of _____ (_____) months;
- (iv) Rs. _____ /- (Rupees _____
_____ Only) Development Charges.
- (v) Rs. _____ /- (Rupees _____
_____ Only) for Deposit towards Water, Electric, and other utility and services connection charges.
- (vi) Rs. _____ /- (Rupees _____
_____ Only) GST on above non-refundable deposits

It is hereby expressly clarified, agreed and understood that in event of there being any increase in the amounts mentioned in this Clause, and/or any other amounts/Deposits, which are not referred to therein become payable, for any reason, then the Allottee/s shall be liable to bear and pay the same within 15 (Fifteen) Days from receipt of the Promoter's written intimation in this regard.

24. The Promoter alone will be entitled to the refund of the municipal and other taxes, cesses, assessments and levies on account of the vacancy of the unsold premises in the said Building which are not sold and disposed off.

25. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: -

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

- (i) The Promoter has clear and marketable title with respect to development of the project land as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the concerned local 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 litigations pending before any Court of law with respect to the said Land or project;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and said Premises 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, said Land and said Premises 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, said Land, the said Premises and common areas;
- (v) 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/s created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement/arrangement with any person or party with respect to the said Premises which will, in any manner, affect the rights of Allottee/s under this Agreement;

- (vii) The Promoter confirms that he is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
 - (viii) 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 Land to the competent authorities until the Promoter obtains the Occupation Certificate in respect of the said new building.
26. The Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever hands the said Premises may come, hereby covenants with the Promoter as follows: -
- (i) To maintain the said Premises at the Allottee/s's own cost in good and tenantable repair and condition from the date possession of the said Premises is taken or deemed to be taken and shall not do or suffer to be done anything in the said Premises or on the said Land on which the said Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Premises or any part thereof;
 - (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Premises 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 any of the common areas or common facilities and in case any damage is caused to any of the said Building on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach;
 - (iii) Not to carry or cause to carry any heavy material/heavy goods in the lift/elevator and if the Allottee/s does, then he/she/they shall do at its risks and any damage is caused to the lift/elevator, then

the Allottee/s shall get the same repaired/cured at its own costs, charges and expenses.

- (iv) Neither to store goods/materials on the Service ducts, which are meant exclusively for servicing nor to keep plants on the box grills or chhajas. The Allottee/s shall not do any such act that would spoil or disturb the elevation of the said building.
- (v) To carry out at his/her/their own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- (vi) The refuge area shall not be altered and/or enclosed and/or covered and/or changed on any ground whatsoever. The Refuge area in the said building shall be kept in a clean and habitable condition and shall be the part of the common amenities and shall be used by all the Purchaser/s in the building. The entry thereof at all times shall be without any restriction and shall always be kept open and free of encroachment at all times including the common passage, staircase leading to such Refuge area.
- (vii) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Premises and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition 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 said Premises without the prior written permission of the Promoter;

- (viii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land the said Premises or any part thereof, if any or whereby any increased premium shall become payable in respect of the insurance;
- (xi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Land;
- (x) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Premises or to the Common Areas of the project; (xi) 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 said Premises by the Allottee/s for any purposes other than for purpose for which it is sold;
- (xii) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Premises until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up unless approved by the Promoter, who may at its sole discretion permit/confirm the same;
- (xiii) The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and for the observance and performance of the Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The

Allottee/s shall also observe and perform all the rules, regulations and bye-laws as also all the stipulations and conditions laid down by the said Society regarding the occupancy and use of the said Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

- (xiv) If any Sales Tax / Works Contract Tax / Value Added Tax / Service Tax / GST is payable or any other tax / liability / levy / cess on account of this transaction arises now or in future, the same shall be paid and discharged by the Allottee/s alone and the Promoters shall not be liable to contribute anything on that account. The Allottee/s shall also fully reimburse the expenses that may be incurred by the Promoters in consequences upon any legal proceedings that may be instituted by the authorities concerned against the Promoters or vice versa on account of such liability.
- (xv) The Allottee/s shall also observe and abide by all the undertakings given by the Promoters to the MCGM and other authorities in respect of the said building.
- (xvi) Under and in terms of the registered undertaking given by the Promoters to the MCGM, the Promoters are liable to notify to the Allottee/s of the deficiency in open space in the said Property and for that purpose the Purchaser shall not hold MCGM and the Promoters liable at any time now and/or in future in respect thereof. The Allottee/s is further put to the notice about the inadequate manoeuvring space of car parking and no complaint shall be made to M.C.G.M. with this regard.

27. RIGHTS OF DISPLAY: -

The Promoters will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisement boards/ hoarding etc. of the Promoters and/or their affiliates (hereinafter referred as “**the displays**”) with various devices (including electronic, laser and neon signs) in one or more places in the said new Building therein

including, on open space/s, the terraces and/or any parts of the said Building if it so desires at its own costs and expenses. The Promoters and/or their Group Companies will not be liable to make any payment of any nature to Allottee/s/Purchaser and/or the occupant/s of the other flats/apartments the said Building and/or the Society in respect of the displays.

28. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
29. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the said Property or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them and all open spaces, , lobbies, staircases, terraces recreation spaces, will remain the property of the said Society.
30. The Promoter shall have a right to make additions, alterations, to raise additional storeys or structures at any time as may be permitted by concerned authorities by using balance FSI that may be available now or in future or by bringing in Transferable Development Rights (TDR) from outside on to the said Land and such additions, alterations and additional structures or storeys shall be the sole property of the Promoter who shall be entitled to deal with or dispose of in any manner that they may deem fit and the Allottee/s hereby consent/s to the same. The Allottee/s hereby agree/s that he/she/they will give all necessary facilities and fully cooperate with the Promoter to enable the Promoter to make additions and alterations and/or to raise additional storeys or structure in accordance with the plans sanctioned or which may hereinafter be sanctioned and the Allottee/s hereby further agree/s that even after being admitted as member/s of the said Society, he/she/they will consent to the Society giving to the Promoter full facility, assistance and co-operation

to enable the Promoter to make the said additions and alterations and/or to raise additional storeys or structures complete and fit for occupation in all respects and for the aforesaid purpose the Promoter shall be entitled to utilise and/or make connection from all water pipe-lines and storage tanks, sewerage and drainage pipe-lines, electric cables and electric lines and other convenience and amenities to the said additional storeys or structures which may be constructed by the Promoter and the Allottee/s hereby consent/s to the same and he/she/they shall not raise any objections whatsoever.

31. The Promoter has informed, and the Allottee/s is/are aware that the Promoter is planning to put up additional floors or additional construction on the said Building/Land in future other than the construction plans for which have already been sanctioned. The Promoter has informed the Allottee/s that he shall put up further plans for sanctioning by the MCGM for construction of additional floors on the said Land. The Allottee/s hereby state/s and declare/s that he/she/they has/have “No Objection” for the Promoter to put up the additional construction nor shall he/she/they object at any time in future even after he/she/they is/are admitted as member/s of the Society. The Allottee/s hereby give/s his/her/their express “No Objection” and/or “Consent” for the Promoter to put up additional construction or floors at any time now or in future.

32. **THE PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE: -**

After the Promoter execute this Agreement, they shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Premises.

33. **BINDING EFFECT: -**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s

until, firstly, the Allottee/s 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/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter.

34. 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 Premises/said Land/said Building, as the case may be.

35. RIGHT TO AMEND: -

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

36. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S: -

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 Allottee/s of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.

37. 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.

38. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: -

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other purchasers in Project, the same shall be in proportion to the Rera carpet area of the said Premises to the total Rera carpet area of all the premises of the said Building in which the said Premises is situated.

39. 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.

40. 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/s, in after the Agreement is duly executed by the Allottee/s 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.

41. The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance 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.

42. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter, as the case may be if sent to the following addresses:

(I) Promoter's Name : **M/S. A.P. PROPERTIES**

Promoter's Address : Orion, 201, 2nd Floor, Nehru Road,
Santacruz (East), Mumbai- 400 055.

PAN : _____

Notified Email ID : **aproperties@ymail.com**

(II) Name/s of Allottee/s : **MR./MRS./M/s.** _____

Allottee/s's Address : _____

PAN : _____

Notified Email ID : _____

It shall be the duty of the Allottee/s 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/s, as the case may be.

42. **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.

43. **STAMP DUTY AND REGISTRATION: -**

In accordance with circular/notification issued by the Government of Maharashtra, the charges towards stamp duty and Registration of this Agreement shall be borne by the Promoters.

44. DISPUTE RESOLUTION: -

Any dispute between parties shall be settled amicably. In case of failure of the parties to settle the dispute amicably, the same shall be referred to a sole Arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time). The venue of the Arbitration shall be in Mumbai and the language of the Arbitration shall be English.

45. 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 Mumbai 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 Mumbai in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground bearing old final plot No.82/40 and now bearing Final Plot no. 82/1C admeasuring 940.6 sq. mtrs inclusive of area affected by setback admeasuring 19 sq. mtrs. aggregating to 921.6 sq. mtrs or thereabouts, bearing CTS No. G/169/3, Hissa no.1 of the Town planning Scheme II of Santacruz alongwith a building standing thereon comprising of two adjoining wings being 'A' Wing having ground plus two upper floors standing thereon and 'B' Wing having ground plus three upper floors, situate at Saraswati Road, Danda, Santacruz (West), Mumbai 400054 in the Registration Sub-District of Bandra and bounded as follows:

On or towards East : CTS No.G/169/4

On or towards West : CTS No.G/169/1
 On or towards North: Nalla
 On or towards South: Saraswati Road

THE SECOND SCHEDULE ABOVE REFERRED TO:

Flat No. _____ admeasuring _____ sq. ft. (Rera carpet area) on the _____ floor of the said Building known as “NUTEX” along with _____ (_____) mechanized/ pit/ stack parking in stilt/covered parking/open in the said Building along with common areas and facilities appurtenant to the premises.

THE THIRD SCHEDULE ABOVE REFERRED TO:

DESCRIPTION OF COMMON AREAS & COMMON FACILITIES:

Common areas shall include staircases, lobbies, passages and landings, common terraces (excluding pocket/attached terraces abutting certain flats and as such, exclusively allotted to the Allottee/s of the said Premises). Common facilities in the said Building shall include: -

- a) Overhead and underground water storage tank sand water pipes, water meter, pump room with pumps and accessories.
- b) Drainage and sewerage.
- c) Electrical common load wiring, starters/switches and all common wirings.
- d) Common lights in staircase/s, landing/s, gates, terrace and compound/s.
- e) Compound gate/s.
- f) Common compound walls.
- g) Lifts.

THE FOURTH SCHEDULE HEREIN ABOVE REFERRED TO:

Restricted Common Areas & Facilities

The following facilities located in each one of the upper floors are restricted common areas and facilities restricted to the premises of respective floor:

- i. A lobby which gives access to the stairway from the said premises.
- ii. All the car parking spaces in the stilt and open to sky in the compound of the said new building.

SIGNED AND DELIVERED by the)
 within named “**PROMOTER**”)
M/S. A. P. PROPERTIES,)
 By the hand of its Partners)
 1. _____)
 2. _____)
 in the presence of)
 1.)
 2.)

SIGNED AND DELIVERED by the)
 within named “**SOCIETY**”)
Nutex Co-op Housing Society Ltd.,)
 By the hands of its duly Constituted)
 Attorneys)
 Mr. _____)
 Mr. _____)

SIGNED AND DELIVERED by the)
 within named “**ALLOTTEE/S**”)
MR/MRS./M/s. _____)
 in the presence of)
 1.)
 2.)

RECEIPT

RECEIVED of and from the Allottee/s abovenamed, a sum of
Rs. _____/- (Rupees _____
_____ Only) being the part payment towards the said
Premises.

PROMOTERWitnesses:

1.

2.

=====

DATED THIS ____ DAY OF _____, 2022

=====

BETWEEN

M/S. A. P. PROPERTIES
.. Promoter

AND

MR./MRS./M/s. _____
.. Allottee/s

AGREEMENT FOR SALE

