

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

Agreement for Sale

This Agreement made at _____ this _____ day of _____ in the year Two Thousand and _____ between M/S. S. RAHEJA LOFTS LLP, a partnership firm registered under the provisions of the Limited Liability Partnership Act, 2008, under LLP No. AAZ5176 having its registered address at Rahejas, Plot No. 61, S.V. Road, Khar (West), Mumbai 400 052, hereinafter referred to as the **"Promoters"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include the partners for the time being thereof, the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the survivor) of the ONE PART and

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

W H E R E A S :

- A) **THE LALIT PRAKASH CO-OPERATIVE HOUSING SOCIETY LIMITED**, a co-operative society having its address at Plot No. 20, Perry Cross Road, Bandra, (West) Mumbai 400 050, hereinafter referred to as the **"Society"** is registered under the Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/HSG/1268 of 1966. The Society is the owner of the freehold plots of land bearing Plot No.20 in Suburban Scheme No. VI, bearing C.T.S Nos. (i) C/332 admeasuring 778.9 square meters, (ii) C/333 admeasuring 213.3 square meters, (iii) C/334 admeasuring 44.3 square meters and (iv) C/335 admeasuring 23 square meters, admeasuring in the aggregate 1059.5 square meters or thereabouts (as recorded in the Property Register Cards thereof), situated at Plot No.20, Perry Cross Road, Bandra, (West) Mumbai 400 050 (more particularly described in the **First**

Schedule hereunder written and hereinafter referred to as the **“Land”**). A building named **“Lalit Prakash”** comprising of a ground floor and four upper floors, with a total of seventeen residential flats therein (hereinafter referred to as the **“Old Building”**), four closed garages and ancillary structures previously stood on the Land (and have since been demolished).

- B) The Old Building had seventeen flats which were occupied by a total of 17 members (hereinafter referred to as the **“Members”**). The flats of the Members in the Old Building are hereinafter referred to as the **“Members’ Old Flats”**. The Members also hold shares issued by the Society.
- C) The Society derives title to the Land by an Indenture of Conveyance dated 23.01.1967, made and entered into between Mrs. Jyoti Chaudhary (therein referred to as ‘the Vendor’) of the First Part and Lakshmi R. Tulsiani (therein referred to as ‘the Confirming Party’) of the Second Part and the Society (therein referred to as ‘the Purchasers’), which is registered with the Sub-Registrar of Assurances bearing Registration No. BND/196 of 1967 dated 13.02.1967;
- D) By a Development Agreement dated 09.12.2021 executed by and between the Society of the First Part, the Members of the Society therein (therein referred to as the ‘Executing Members’) of the Second Part and the Promoters herein of the Third Part, and registered with the office of the Sub-Registrar of Assurances Bandra, under Serial No. BDR-4/11359/2021 dated 09.12.2021 (hereinafter referred to as the **“Development Agreement”**), development rights in respect of the Land with the Old Building was granted to the Promoters for the consideration and on the terms and conditions more particularly set out therein. The Society, also executed a Power of Attorney in favour of the Promoters granting them the required powers to carry out and complete the redevelopment of the Land, and the same is registered with the office of the Sub-Registrar of Assurances; Since then, the Promoters have demolished the Old Building.
- E) In terms of the Development Agreement, the Promoters are constructing a building on the Land which they have named **“AVISA”** (the **“New Building”**)

for which the Promoters are utilizing the primary FSI of the Land as also TDR/FSI, Premium paid FSI, Fungible FSI etc., along with the FSI available for consumption by amalgamating the Land with adjoining plots, if permitted by the Society subsequently.

F) The New Building has currently been planned and approved as follows-

F.1) There will be (i) stilts at ground level (containing inter alia parking spaces, entrance lobby, etc.), (ii) residential flats above the stilts at one side (which will contain inter alia the new flats of the Members and the Promoters' premises), (iii) podiums for car-parking purposes above the stilts on the other side (which will contain car-parking spaces and, above the topmost podium, certain common amenities will be provided). The podium levels will be numbered from 'P-1' (for the first podium level above the stilts), 'P-2' and upwards so as to cover all podium levels.

F.2) The first residential floor above the stilts will be the with the first floor, and so on, going upwards- however, the 13th floor will be renamed as 14th floor and subsequent floors shall be numbered accordingly.

G) Annexed hereto and marked "**Annexure A**" is a schematic plan of the New Building that is currently proposed to indicate the stilt area, the residential floors and the podium levels. Such plan is subject to approvals by the MCGM/ authorities and is also subject to amendment by the Promoters (by adding additional floors or altering the layout or otherwise as the Promoters deem fit);

H) In terms of the Development Agreement, the Promoters are constructing for the Members _____ new flats in the New Building (located from the first floor above the stilts) in lieu of their flats in the Old Building (hereinafter referred to as the "**Members' New Flats**").

I) In terms of the Development Agreement, all other flats (with or without attached terraces) besides the Members' New Flats, and all other car-

parking spaces besides those agreed to be allotted to the Members, belong to the Promoters with full rights to sell/ allot/ lease/ grant license/ deal with the same and appropriate the proceeds unto themselves and to enter into agreements for the same.

- J) In terms of the Development Agreement, the Promoter is entitled to utilize all FSI and potential as may be available in respect of the Land (including FSI that the Promoter may succeed in respect of the set-back area of the Land) upto a maximum of 2.97 FSI in respect thereof. In addition, the Promoters shall also be entitled to amalgamate the Land with adjoining plots and utilize the entire FSI available to be consumed on the resulting amalgamated plot, provided the consent of the Society is obtained for the same. The Allottee(s) agree(s) that the Promoter is entitled to utilize such additional FSI as may become available upto the issuance of the Full Occupation Certificate of the New Building, by adding additional floors/ flats to the New Building or by extending the areas of any flats as decided by the Promoters, and the benefits thereof shall belong to the Promoters without any claims to the same from the Allottee(s).
- K) The Promoters applied for and have obtained from the MCGM the Intimation of Disapproval (IOD) bearing No. _____ and Commencement Certificate No _____ issued on _____, to construct the New Building upto _____, and the Promoters shall obtain further approvals from various authorities from time to time, so as to obtain the Occupation Certificate of the New Building.
- L) The Promoters have appointed _____, registered with the Council of Architects, as the architects of the project. The Promoters have appointed _____, Structural Engineer, for the preparation of the structural designs and drawings of the New Building. The Promoters are entitled to appoint any other architects or Structural Engineers in place of them or any other professionals as the Promoters may deem fit. The Promoters accept the professional supervision of the Architects and the structural Engineer till the completion of the New Building.

- M) As required by the Real Estate (Regulation and Development Act) 2016 ("**RERA**"), the Promoters have registered the project with the Maharashtra Real Estate Regulatory Authority ("**MAHA-RERA**") and is issued Registration No. [●] dated [●].
- N) The Allottee(s) herein has/have demanded from the Promoters and have been given inspection of all documents relating to the development of the Land, as well as the IOD, Commencement Certificate, plans, designs and specifications prepared by the Promoters' Architects, and of such other documents as are specified under RERA and the Rules and Regulations made thereunder.
- O) The Allottee(s) herein, being fully satisfied with the rights of the Promoters to develop the Land, approached the Promoters for the purchase of **Flat No. [●]** on the [●] floor of the New Building (hereinafter referred to as the "**Flat**"). The Flat is described in the **Second Schedule** hereunder written.
- P) The Promoters and the Allottee(s) have held detailed negotiations of the terms and conditions of the sale of the Flat and, pursuant thereto, the Promoters have agreed to sell to the Allottee(s) and the Allottee(s) has/have agreed to purchase from the Promoters the Flat, for a consideration of **Rs.[●]/- (Rupees [●] Only)** (which excludes all amounts/ deposits etc. payable under this Agreement) (hereinafter referred to as the "**Sale Price**").
- Q) The carpet area of the Flat is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Flat.
- R) The Allottee(s) has/have paid on or before the execution of this agreement a sum of Rs. [●] (Rs. [●] only) as advance payment and hereby agree(s) to

pay to the Promoters the balance amount in the manner stated in this Agreement.

S) Annexed to this Agreement are copies of the following documents: -

“Annexure A” : Schematic plan of the New Building, as currently proposed;

“Annexure B” : Title Certificate issued by the Promoters’ Advocates;

“Annexure C” : Property Register Card and City Survey plan in respect of the Land;

“Annexure D” : Copies of the I.O.D. and the Commencement Certificate issued by the MCGM;

“Annexure E” : Floor plan of the Flat;

“Annexure F” : List of amenities agreed to be provided in the Flat and the amenities/ specifications of the New Building;

“Annexure G” : A copy of the registration certificate of the project issued by MAHA-RERA.

T) Under section 13 of RERA, it is necessary to execute a written agreement for the sale of Flat, being in fact these presents, and to register the same under the Registration Act, 1908.

U) 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 agrees to sell and the Allottee hereby agrees to purchase the Flat.

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

1. The Promoter shall construct the said New Building on the Plot in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

- 1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____ of the type _____ of carpet area admeasuring _____ sq. metres. 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/covered parking 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 Agreement
- ii. Amount of Rs. _____/- (_____) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs. _____/- (_____) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs. _____/- (_____) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs. _____/- (_____) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs. _____/- (_____) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..
- vii. Amount of Rs. _____/- (_____) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs. _____/- (_____) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].
- 1(e) The Total Price is escalation-free, save and except escalations /increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision /withdrawal, once granted to an Allottee by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon

confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

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

- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the

simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is [REDACTED] square meters only and Promoter has planned to utilize Floor Space Index of [REDACTED] by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of [REDACTED] 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 declaredproposed FSI shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice

of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

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

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

- (i) war, civil commotion or act of God ;

- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3(three) months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the

Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the handover of maintenance of the Plot and the New Building to the Society, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____ per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until such handover of the management. On such handover (less deduction provided for in this Agreement) the aforesaid deposits shall be paid over by the Promoter to the said common association.
10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :- (i) Rs. _____/- for share money, application entrance fee of the Society.
(ii)

- (iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society
- (iv) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society.
- (v) Rs. _____/- For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Rs. _____/- for deposits of electrical receiving and Sub Station provided in Layout

11. The Allottee shall pay to the Promoter a sum of Rs.50,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the 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 development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance,

order, notification (including any notice for acquisition or requisition of the said property) has been received or served up on the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws

of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable 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
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the

concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
 - x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
14. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
15. 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].
16. BINDING EFFECT Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the

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

17. **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.

18. RIGHT TO AMEND

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration with in the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
25. 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: _____

S. Raheja Lofts LLP (Promoter)

Raheja's, 61, SV Road,

Khar (West), Mumbai 400 052 (Promoter Address)

Notified Email ID: legal@sraheja.com

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.

26. 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.

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

28. 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.

29. 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 Bombay 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.

First Schedule Above Referred to

Description of the freehold/leasehold land and all other details

Freehold property Plot No. 20 in Suburban Scheme No. VI, bearing C.T.S Nos. (i) C/332 ad-measuring 778.9 square meters, (ii) C/333 admeasuring 213.3 square meters, (iii) C/334 admeasuring 44.3 square meters and (iv) C/335 admeasuring 23 square meters, admeasuring in the aggregate 1059.5 square meters or thereabouts (as recorded in the Property Register Cards thereof), situated at Perry Cross Road, Bandra (West), Mumbai 400 050, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, and bounded as follows-

To the North - By Plot No.19, CTS No. 331;

To the South - By Road

To the East - By Plot No.27, CTS No. 327;

To the West - By Perry Cross Road.

Second Schedule Above Referred to

Nature, extent and description of common areas and facilities.

Flat No. [●] on the [●] floor (counting from the ground level) of the New Building named "Avisa" being constructed on the property described in the First Schedule above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____

in the presence of WITNESSES:

1. Name: _____

Signature: _____

2. Name: _____

Signature: _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter: M/S. S. RAHEJA LOFTS LLP

(1) _____

(Authorized Signatory) WITNESSES:

1. Name: _____

Signature: _____

2. Name: _____

Signature: _____

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