

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai, on this ____ day of _____, 2017 (“**said Agreement**”).

BETWEEN

RAJENDRA NAGAR SIDDHIVINAYAK CO-OPERATIVE HOUSING SOCIETY LIMITED, a Co-operative Housing Society Limited registered under the provisions of Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/WR/HSG/(HO)/3520/1988-89 dated 21st August, 1988 and having its registered office at 20/344, Rajendra Nagar, MHB colony, Borivali (East), Mumbai – 400 066, hereinafter referred to as “**the Society**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor or successors) of the **FIRST PART**;

AND

M/s. TRIUMPH VENTURES, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its registered office at 1/ Chintamani Plaza, Ground Floor, Andheri Kurla Road, Andheri (East), Mumbai – 400 099, through the hands of its partners, (1) Rajiv Anant Shah HUF, through its Karta Mr. Rajiv Anant Shah, having office at 1/ Chintamani Plaza, Ground Floor, Andheri Kurla Road, Andheri (East), Mumbai – 400 099, (2) Mr. Anant Girdharlal Shah, 1/ Chintamani Plaza, Ground Floor, Andheri Kurla Road, Andheri (East), Mumbai – 400 099, hereinafter referred to as “**the Firm/Developer/Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said Firm and the survivors or survivor of them and the heirs, executors, administrators and assigns of the last surviving partner) of the **SECOND PART**;

AND

[•], having his/her/their address at **[•]**, hereinafter referred to as “**the Allottee**”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last

surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **THIRD PART**;

WHEREAS:

- A. The Maharashtra Housing and Area Development Authority ("**MHADA**"), a statutory corporation established under the Maharashtra Housing and Area Development Act, 1976 was well and sufficiently entitled to all that piece and parcel of lands situate, lying and being at Village Magathane, Taluka Borivali at Rajendra Nagar, Dattapada Road, Borivali (East), Mumbai 400066, interalia admeasuring 1218.18 square meters and bearing CTS No. 88 (part) and more particularly described in the **First Schedule** hereunder written (hereinafter referred to as "**the said Land**").
- B. MHADA had built three buildings on the said Land bearing No. 18, 19 and 20 (hereinafter referred to as the "**said Buildings**") for residential purpose and more particularly described in the **First Schedule** hereunder written. There are 60 flats in the said Buildings, out of which, 10 flats are occupied by MHADA.
- C. The occupants/allottees/members of the tenements, in the said Buildings formed themselves into and incorporated and registered themselves into a Co-operative Housing Society namely Rajendra Nagar Siddhivinayak Co-operative Housing Society Limited, bearing Registration No. BOM/WR/HDG/(OH)/3520/1988-89 under Maharashtra Co-operative Housing Societies Act, 1960 (hereinafter also referred to as the "**said Society**").
- D. By and under an Indenture of Lease dated 28th October, 2010 ("**Indenture of Lease**") made and executed between MHADA, therein referred to as the Lessor/Authority of the One Part and the said Society, therein referred to as the Society of the Other Part and registered with the office of the Sub-Registrar of Assurances, Borivali under Serial No. BDR-11/9908 of 2010, in consideration of Rs.2,70,000/- (Rupees two lakhs seventy thousand only) towards premium and Rs.1,80,000/- (Rupees one lac eighty thousand only) towards lease rent for the period from 1/11/1985 to 31/3/2010 paid by the said Society to MHADA before the

execution of the said Indenture of Lease and in consideration of the covenants reserved and contained therein, MHADA has thereby demised by way of lease unto the said Society, the said Land i.e. all that piece and parcel of land situated underneath and appurtenant to the said Buildings i.e. Nos.18, 19 & 20 admeasuring 1218.18 square meters situated at Rajendra Nagar, Dattapada Road, Borivali (East), Mumbai 400066 in the Registration Sub-District of Borivali and District of Mumbai City for a term of 30 (thirty) years, commencing from 1st November, 1985 for residential use and paying thereafter lease rent of Rs.7,200/- (Rupees Seven Thousand Two Hundred only) per annum as lease rent and renewal by 30 (thirty) years period twice, subject to the terms, conditions and covenants and in the manner and on terms and conditions, as more particularly set out therein.

- E. Simultaneously with the execution of the Indenture of Lease, by and under a Deed of Sale dated 28th October, 2010 ("**Sale Deed**") made and executed between MHADA, therein referred to as the Authority/Board of the One Part and the said Society, therein referred to as the Purchaser/Society of the Other Part and registered with the office of the Sub-Registrar of Assurances, Borivali under Serial No. BDR-11/9911 of 2010, in consideration of the payment of Rs.12,30,000/- (Rupees Twelve Lakh Thirty Thousand only) paid by the allottees and/or the said Society to MHADA on or before the execution of the Sale Deed being the full consideration amount payable to MHADA, MHADA as the absolute owner has thereby conveyed, granted and assured unto the said Society, by way of sale, all the property consisting of 60 tenements in the said Buildings bearing Nos.18, 19 & 20, standing on the said Land (for residential purpose and in the manner and on the terms and conditions as more particularly set out therein.
- F. Accordingly, the said Society became seized and possessed of or otherwise well and sufficiently entitled to the right, title and interest in respect of the said Land and became the owner of the said Buildings. The said Land and the said Buildings are hereinafter collectively referred to as "**the said Property**" and more particularly described in the **First Schedule** hereunder written.
- G. The said Buildings were in a dilapidated condition and the members were desirous of carrying out redevelopment on the said Property.
- H. Pursuant thereto, by and under a Redevelopment Agreement dated 16th September, 2011 ("**the said Redevelopment Agreement**") registered with the office of the Sub

Registrar of Assurances at Borivali under Serial No. BDR-16/8823 of 2011 executed between the said Society, therein referred to as the Society of the one part and Kumar Builders Mumbai Realty Private Limited ("**said Erstwhile Developers**"), therein referred to as the Developers of the other part, the said Society has thereby granted to the Erstwhile Developers development rights in respect of the said Property alongwith surrounding titbit lands admeasuring an area of approximately 745.71 square meters, aggregating to an area of 1963.89 square metres or thereabouts (which now stands revised to 1940 square meters as per demarcation by MHADA being 1218.18 plus 721.82 square meters), which shall be deemed to form part of the said Property, on the terms and conditions and in the manner as more particularly set out therein.

- I. Simultaneously with the execution thereof, the Society also executed Power of Attorney dated 16th September, 2011 in favour of the Erstwhile Developers ("**said Power of Attorney**") and registered with the office of the Sub Registrar of Assurances at Borivali under Serial No. BDR-16/8825/2011 to do and perform various acts, deeds, things and matters in respect of the redevelopment of the said Property, as more particularly set out therein.
- J. Pursuant thereto, the proposal submitted by the said Society to MHADA under the provisions of Regulation 33(5) of the DCR, was scrutinized and approved by MHADA and by and under its offer letter dated 19th March, 2013 ("**Offer Letter**"), MHADA granted allotment of additional built up area, for premium and such other term and conditions and in the manner as stated therein.
- K. Due to various projects taken over by the Erstwhile Developer, there was no sufficient time and funds available with the Erstwhile Developer and hence the Erstwhile Developer with the permission of the said Society agreed to undertake the development of the said Property through the said Developer.
- L. By and under a Deed of Reconstitution of Partnership dated 25th July, 2014 executed between Rajiv Anant Shah in his capacity as the Karta of Rajiv Anant Shah HUF, therein referred to as the First Party of the first part, and Mr. Anant Girdharlal Shah therein referred to as the Second Party of the second part, and M/s. Kumar Builders Mumbai Realty Pvt. Ltd. therein referred to as the Third Party of the third part, the Third Party was admitted as a partner in the said Firm, who brought in by way of capital contribution the development rights in respect of the said Property in the said

Firm which was agreed to form part of and become the asset of the said Firm, in the manner as more particularly stated therein.

- M. By and under a Supplemental Agreement dated 22nd December, 2014 (“**said Supplemental Agreement**”) and registered before the office of the Sub-Registrar of Assurances at Borivali under Serial No. BRL-1/1194/2015 executed between the said Society being Rajendra Nagar Siddhivinayak Co-operative Housing Society Ltd., therein referred to as “the said Society” of the One Part and the Developer herein being M/s. Triumph Ventures, being a partnership firm formed under the provisions of the Partnership Act, 1932 through its partners (1) erstwhile Developer being M/s. Kumar Builders Mumbai Realty Private Limited, (2) Rajiv Anant Shah HUF through its Karta Rajiv Anant Shah and (3) Anant Girdharlal Shah, therein referred to as “the said Firm” of the Second Part, in view of what is stated therein the Society has thereby declared and confirmed that the said Firm/Developer shall be entitled to carry out, undertake and complete the redevelopment of the said Property (which includes the surrounding titbit lands admeasuring an area of approximately 745.71 square meters) (which now stands revised to 1940 square meters as per demarcation by MHADA being 1218.18 plus 721.82 square meters) and to apply and obtain all permissions, approvals, sanctions as may be required from time to time for effectual commencement and completion of development of the said Property as per the terms and conditions of the Redevelopment Agreement and in the manner as more particularly set out therein.
- N. By and under the said Supplemental Agreement and the resolutions passed by the Society, it is confirmed that residential tenement on ownership basis admeasuring 580 sq. ft. carpet area inclusive of fungible area free of cost is agreed to be provided by the said Developer to each of the members of the said Society by on or before 31st December, 2020.
- O. In view of the execution of the said Supplemental Agreement, the Society has also executed an irrevocable Power of Attorney dated 27th January, 2015 and registered at the office of Sub-Registrar of Assurances at Borivali under Serial No. BRL-1/1999/2015 thereby appointing, nominating and constituting the Developer i.e. M/s. Triumph Ventures to do and perform the various acts, deeds, matters and things in respect of the development of the said Property as more particularly set out therein.
- P. The premises in the said Buildings were occupied by members, who were occupying

their respective premises for residential / commercial use. The said Buildings were in a dilapidated condition and in view thereof the members of the Society have already vacated their respective flats occupied by them and handed over quiet, vacant and peaceful possession of the same to the said Society. In view of the dilapidated condition of the said Buildings the Society had also received Notices under section 354 of the Mumbai Municipal Corporation Act, 1888. Pursuant thereto, and in view of the development rights and license granted to the said Firm by the Society, the said Developer have on or about June, 2014 already demolished the said Buildings to undertake development of the said Property.

- Q. By and under its letter dated 23rd December, 2014 addressed by MHADA to the Secretary, Siddhivinayak Co-op. Housing Society Ltd. (Proposed), MHADA has issued its no dues certificate to the said Society in the manner as stated therein.
- R. By and under the letter dated 6th June, 2015 addressed by MHADA to the Society, said Property alongwith the surrounding titbit lands and appurtenant lands, has been jointly demarcated as 1940 square meters (i.e. 1218.18 square meters plus 721.82 square meters, respectively).
- S. The Indenture of Lease has expired on 1st November, 2015. The Society has applied for the renewal of the lease on 6th August, 2015 and are continuing to pay the lease rents. The Indenture of Lease, contemplates and entitles the Society for a renewal. But the renewal is yet to be completed.
- T. By and under Letter dated 21st December, 2015 addressed by MHADA to the Society, MHADA has allotted additional buildable area on the terms and conditions and in the manner as set out therein.
- U. In view of the aforesaid, the redevelopment of the said Property shall deem to mean and include the area of 1940 square meters (i.e. 1218.18 square meters plus 721.82 square meters, respectively).
- V. Pursuant thereto, upon the application made by the Developer in this regard, the Municipal Corporation of Greater Mumbai ("**MCGM**") has issued concessional report for construction of 1 Building with three wings Wing A, Wing B and Wing C each of them consisting of two basement plus mezzanine plus first to twenty first upper floors. Presently, an Intimation of Disapproval bearing

No.CHE/WS/II/0706/R/S/337(NEW) dated 25th April, 2016 for the redevelopment of said Property and sanctioned plans in respect of the proposed buildings to be constructed on the said Land is granted to the extent of two basement plus mezzanine plus first to seven upper floors. The Commencement Certificate bearing No. CHE/WS/II/0706/R/S/337(NEW) dated 25th July, 2017 is also issued to commence the construction upto top of 7 floors, in the manner as set out therein.

W. The Developer is entitled to construct buildings on the said Land in accordance with the Recitals hereinabove. The Developer is undertaking the development of the said Land in a phase-wise manner and has accordingly commenced the process of developing the said Land.

X. The development/redevelopment of Wing A, B & C of the building known as 'Siddhivinayak' is the Whole Project and proposed as a "real estate project" by the Developer and has been registered as a 'Residential' ("**the Real Estate Project**") with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**"). The Authority has duly issued the Certificate of Registration No. P51800011066 dated 31.08.2017 and the copy of the RERA Certificate is annexed and marked as **Annexure "1"** hereto.

Y. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural Consultants. The Allottee has agreed and consented to the development of the Whole Project. The Allottee has also examined all documents and information uploaded by the Developer/Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below-

- (i) One Building with Wing A, Wing B and Wing C of the building known as 'Siddhivinayak' for residential user;

- (ii) The Developer is contemplating developing one composite building for residential use, which as per the current concessions/approvals, shall consist of One Tower with three Wings i.e. Wing A, Wing B & Wing C known as Siddhivinayak, each of them comprising of two basement plus mezzanine plus first to twenty first upper floors, out of which permission has been presently granted by the Municipal Corporation of Greater Mumbai (“**MCGM**”) for construction from two basement plus mezzanine plus first to seven upper floors;
- (iii) The Building is proposed to be interconnected at the ground floor/stilt/mezzanine level, but Wings will be separate and not conjoined. There will be common lobby for Wing B & C.
- (iv) The Real Estate Project shall comprise of units/premises consisting of apartments/flats;
- (v) Presently, total FSI of 6145.19 square meters has been sanctioned for consumption in the construction and development of the Real Estate Project. The Developer proposes to eventually consume a further FSI of 8647.03 square meters aggregating to total FSI of 14797.22 square meters in the construction and development of the Real Estate Project;
- (vi) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the **Third Schedule** hereunder written (“**Real Estate Project Amenities**”).
- (vii) The Promoter shall be entitled to put hoarding/boards of their Brand Name viz. M/S. TRIUMPH VENTURES, on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
- (viii) The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of apartments/flats in the Real Estate Project/ Whole Project. Such

designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.

- (ix) The name of the said Building shall be Siddhivinayak (Wing A, B and C for Residential Only)
- (x) The details of formation of the Society, and, conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in Clause 13 and 14 below.
- (xi) The Developer has applied for the modification of the plans, specifications, elevations, sections of the proposed building/Wings and the MCGM has modified and approved and has issued the revised plans and an Intimation of Disapproval bearing No. CHE/WS/II/0706/R/S/337(NEW) dated 25th April, 2016 for the redevelopment of the said Property and construction of the proposed building/s which *inter-alia* comprises of One building with three wings of twenty-one floors each.
- (xii) A copy of the Intimation of Disapproval bearing No. CHE/WS/II/0706/R/S/337(NEW) dated 25th April, 2016 bearing reference no. CHE/WS/II/0706/R/S/337(NEW) and Commencement Certificate issued by the MCGM on 25th July, 2017 and is also included as part of the RERA Certificate at **Annexure “2”** hereto.
- (xiii) The Allottee has perused a copy of the Layout Plan (“**Layout**”), which specifies the location of the Tower/Wings to be built on the Land, together with a draft proforma specifying the total FSI proposed to be utilized on the Land (“**Potential**”), and also, the tentative locations where common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situate. The copy of the Layout Plan is annexed hereto and marked as **Annexure “3”** hereto.
- (xiv) The scheme and scale of development proposed to be carried out by the Promoter on the Land in accordance with applicable law as amended from time to time;

- (xv) The statutory approvals may require the Promoter to hand over certain stipulated percentage of the Land to the concerned authorities or develop the same as public amenity. The Promoter shall have the right to determine and identify the portion and location of the Land to be handed over for complying with the terms and conditions of statutory approvals.
- (xvi) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Land (defined below), in full or in part, as may be required by the applicable law from time to time.

The above details along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

The Allottee confirms also having inspected the details and further aspects of the proposed future and further development of the Land ("**Proposed Future and Further Development of the Land**").

- Z. The Allottee/purchaser is/are desirous of purchasing a residential premises / flat bearing No.[●] in [] Wing on the [●] floor of the Real Estate Project (hereinafter referred to as the "**said Premises**").
- AA. The Promoter has entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- BB. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.
- CC. The Promoter has the right to sell the Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee of the Premises to receive the sale consideration in respect thereof.

DD. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Land, and the plans, designs and specifications prepared by the Promoter's Architects, Messrs Ellora Project Consultants Private Limited, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following:-

- (i) All approvals and sanctions issued by the competent authorities for the development of the Real Estate Project/ the Whole Project including layout plans, building plans, floor plans, change of user permissions, IOD, C.C., Parking Plans, Traffic NOC, etc. and such other documents as required under Section 11 of RERA.
- (ii) All title documents by which the Promoter has acquired the right and entitlement to develop the Land as mentioned in the recitals.
- (iii) Title Certificate dated 16th February, 2016 issued by SRM Law Associates, Advocates & Solicitors ("**Title Certificate**"), certifying the right/entitlement of the Promoter, a copy whereof is annexed and marked as **Annexure "4"** hereto; and
- (iv) The authenticated copies of the Property Register Card for C.T.S. No.88 (pt.) of Magathane Village, Borivali Division i.e. the Land, which is annexed and marked as **Annexure "5"** hereto.

EE. The authenticated copy of the plan of the Premises, is annexed and marked as **Annexure "6"** hereto.

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

GG. Further, (i) the requisite approvals and sanctions, for the development of the Real

Estate Project from the competent authorities are obtained / being obtained, and (ii) all approvals and sanctions from other relevant statutory authorities as may be required for the development of the Real Estate Project are applied for and/or in process of being obtained and/or obtained by the Promoter.

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

II. Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Developer to develop the Real Estate Project/ Whole Project, and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project/ Whole Project and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein. The Allottee undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee has/have the financial capability to consummate the transaction.

JJ. The carpet area of the said Premises as defined under the provisions of RERA, is [●] square metres and which area includes the Deck & Dry Balcony Area's counted in FSI and as shown in the approved Layouts.

KK. 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.

LL. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises, at or for the price of Rs.[●]/- ([●] Only) and upon the terms and conditions mentioned in this Agreement ("**Sale Consideration**"). Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs.[●]/- ([●] Only), being part payment of the Sale Consideration of the Premises agreed to be sold by the Promoter to the Allottee as

advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge).

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

NN. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the Premises.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
2. The Promoter shall construct the Real Estate Project being the Tower known as Siddhivinayak being one residential tower with three Wings i.e. Wing A, Wing B & Wing C known, each of them proposed to comprise of two basement plus mezzanine plus first to twenty first upper floors, in accordance with the plans, designs and specifications as referred hereinabove, and as approved/to be approved by the MCGM from time to time, but, out of which permission has been presently granted by the Municipal Corporation of Greater Mumbai for construction from two basement plus mezzanine plus first to seven upper floors. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the **Third Schedule** hereunder written.

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee.

3. **Purchase of the Premises and Sale Consideration:**

- (i) The Allottee hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee, the Premises No. [●] of the [●] type admeasuring [●] square metres carpet area as per RERA and [●] square metres area towards decks/dry balcony as per approved plans, on the [●] floor in the said Tower '[●]' i.e. the Premises, as more particularly described in the **Fourth Schedule** and as shown in the floor plan annexed and marked **Annexure "6"** hereto, at and for the consideration of Rs.[●]/- (Rupees [●]). The Allottee hereby agrees to purchase from the Promoter, and the Promoter hereby agrees to sell to the Allottee, mechanical parking/covered parking spaces bearing Nos. [●] situated at [●] basement/ stilllevel being constructed in the layout of the Land for the consideration of Rs.[●]/- (Rupees [●]). The total aggregate consideration amount for the said Premises is thus Rs.[●]/- (Rupees [●]) ("**the Sale Consideration**").
- (ii) The Allottee has paid before execution of this Agreement, a sum of Rs.[●]/- (Rupees [●] only) (which does not exceed 10% of the Sale Consideration) as advance payment and hereby agrees to pay to that Promoter the balance amount of Sale Consideration of Rs.[●]/- (Rupees [●]) in the manner and payment instalments more particularly mentioned in the **Second Schedule** hereunder written.

Sr. No.	Particulars	Percentage
1	Within 15 days of booking	5%
2	On completion of Plinth Slab	40%
3	On completion of 2nd Slab	3%
4	On completion of 4 th Slab	3%
5	On completion of 6th Slab	3%
6	On completion of 8th Slab	3%
7	On completion of 10th Slab	3%
8	On completion of 12th Slab	2%
9	On completion of 14th Slab	2%
10	On completion of 16th Slab	2%
11	On completion of 18th Slab	2%
12	On completion of Terrace Slab	2%
13	On completion of Walls, Internal Plastering, Floorings, Doors and Windows	5%
14	On completion of Sanitary Fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment	5%
15	On completion of External Plumbing & Plastering, Elevation, terraces with waterproofing of Building or wing in which the said Apartment is located	5%
16	On installation of Lift, Water Pump & Electrical Fitting, electro mechanical and environmental requirements and plinth protection,	5%
17	On completion of Lobby & Paving of the area in which the said Apartment is located	5%
18	Possession	5%
	TOTAL	100%

- (iii) It is clarified that Sale Consideration shall be payable by the Allottee in the Bank Account No. 50200026277805 maintained with HDFC Bank, Vishal Hall Branch with IFSC Code – HDFC0000086 (“**the said Account**”).
- (iv) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses

(whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

- (v) The Sale Consideration 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 / demand, 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.
- (vi) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Tower/Wing is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Sale Consideration payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit of 3%, then, the Promoter shall refund the excess money paid by Allottee within 45 (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 towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 3(viii), shall be made at the same rate per square meter as agreed in clause above.

- (vii) 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.
- (viii) On a written demand being made by the Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default.
- (ix) If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed herein (which will not absolve Allottee of its responsibilities under this Agreement).
- (x) The Promoter shall be entitled to securitise the Sale Price and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.
- (xi) The Allottee shall deduct tax at source ("**TDS**") from each instalment of the Sale Consideration as required under the Income Tax Act, 1961 and shall provide the Promoter with the challans/receipt evidencing deposit of such TDS with the Government, within 15 (fifteen) days of receipt of such challans/receipts.

4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises.
5. Time is of the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Premises and handing over the Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the **Third Schedule** hereunder written.

Similarly, the Allottee shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

6. **FSI, TDR and development potentiality with respect to the said Tower/Wings on the Land:**

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recitals above and as depicted in the layout plans, proformas and specifications at Annexures above and Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

7. **Possession Date, Delays and Termination:**

- (i) The Promoter shall give possession of the Premises to the Allottee on or before 31st December, 2020 ("**Possession Date**"). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-

- (a) Any force majeure events;
- (b) Any notice, order, rule, notification of the Government and/or other

public or competent authority/court;

(c) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;

(d) Any other circumstances that may be deemed reasonable by the Authority.

(ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee on the Possession Date (save and except for the reasons as stated herein)], then the Allottee shall be entitled to either of the following:-

(a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter (**"Interest Notice"**), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date (**"the Interest Rate"**), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee; **OR**

(b) the Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter (**"Allottee Termination Notice"**). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (**"Interest Rate"**) to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car

park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.

- (iii) In case if the Allottee elects his remedy under sub-clause (ii) (a) above then in such a case the Allottee shall not subsequently be entitled to the remedy under sub-clause (ii) (b) above.
- (iv) If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (v) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned herein above, and any other rights and remedies available to the Promoter, either (a) 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/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or(b) the Allottee committing three defaults of payment of instalments of the Sale Consideration, the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of 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 the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the

Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit 5% percentage of the Sale Consideration ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall after deduction of the Forfeiture Amount refund the balance amount of the Sale Consideration to the Allottee. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or car parks in the manner it deems fit and proper.

8. The common areas, facilities and amenities in the said Project that may be usable by the Allottee are listed in the **Third Schedule** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Fifth Schedule** hereunder written. The Allottees shall be required to bear and pay the necessary costs, charges and expenses together with all taxes including GST and all other indirect taxes thereon.

9. **Procedure for taking possession:**

- (i) Upon obtainment of the Occupancy Certificate from the MCGM and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing ("**Possession Notice**"). The Allottee agrees to pay the maintenance charges as determined by the Promoter or the Society, 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 Real Estate Project.
- (ii) The Allottee shall take possession of the said Premises within 15 days of the Possession Notice.
- (iii) Upon receiving the Possession Notice from the Promoter, the Allottee shall take possession of the said Premises from the Promoter by executing

necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the Premises within the time provided herein , such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter.

- (iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and Land including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Land. Until the rights are transferred/assigned to the Society in the manner as stated hereinbelow, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion.
10. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the said Tower/Wing or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project.
11. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for purpose of residence. The Allottee shall use the car parking space only for purpose of parking vehicle.

12. **Admitting members to the Society:**

- (i) The occupants of the tenements, in the Old Buildings (since demolished) that was earlier standing on the said Land, had formed, incorporated and registered themselves into a Co-operative Housing Society namely Rajendra Nagar Siddhivinayak Co-operative Housing Society Limited, bearing Registration No. BOM/WR/HDG/(OH)/3520/1988-89 under Maharashtra Co-operative Housing Societies Act, 1960 ("**said Society**"). Therefore, there already exists a Co-operative Housing Society Limited and there is no need to form any new Society.
- (ii) The Allottee shall, along with other allottees of premises/units in the Real Estate Project, join in being admitted as members to the existing Society.
- (iii) For this purpose, the Allottee shall from time to time sign and execute the application for membership and all other papers, forms, writings and documents necessary for being admitted and becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to do the needful. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- (iv) The name of the existing Society shall remain the same.
- (v) The Society shall admit all purchasers of flats and premises in the said Tower/Wing as members, in accordance with its bye-laws.
- (vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any. Post execution of the Structure Conveyance, the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation,

premium any amount, compensation whatsoever to the Society for the sale/allotment or transfer of the unsold premises in the Real Estate Project, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1000/- (Rupees One Thousand) per month in respect of each unsold premises towards the outgoings.

- (vii) Post execution of the Structure Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (viii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to admission of Allottees as members of the existing Society, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society and their respective members/intended members including the Allottee, as the case may be, and the Promoter shall not be liable toward the same.

13. **Conveyance /Renewal of Lease to the Society:**

- (i) Within 3 months from the receipt of the entire sale consideration from the allottees of the premises in the Real Estate Project and the date of issuance of the Full Occupation Certificate with respect to the residential wings A, B & C of the Real Estate Project, the residential wings of the Real Estate Project with the common areas, facilities and amenities described in the **Third Schedule** hereunder written shall be conveyed, assigned, transferred to the Society ("**Structure Conveyance**"). The Society shall be required to join in execution and registration of the Structure Conveyance .
- (ii) The leasehold rights already vest in the said Society vide Indenture of Lease dated 28th October, 2010. The formality of obtaining the renewal of the lease from MHADA under the said Indenture of Lease, shall be done

by the Promoter on behalf of the Society, in respect of all the right, title and interest in the Land as more particularly referred to in the First Schedule hereunder written.

- (iii) The costs, expenses, charges, levies and taxes on the Structure Conveyance and renewal of Lease and payment of stamp duty and registration charges shall be borne and paid by the Society and its respective members/Allottees, as the case may be, alone. Post the Structure Conveyance and renewal of Lease, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

14. The Allottee shall, before delivery of possession of the said Premises in accordance with what is stated herein above, deposit the following amounts with the Promoter,-

- (i) Rs.[●]/- for share money, application entrance fee of the Society;
- (ii) Rs.[●]/- for admission as member of the Society;
- (iii) Rs.[●]/- towards development charges;
- (iv) Rs.[●]/- for proportionate share of all kinds of taxes, charges/levies/rents;
- (v) Rs.[●]/- towards provisional monthly contribution towards outgoings and maintenance for a period of twelve months;
- (vi) Rs.[●]/- for deposit/contribution towards water, electricity, and other utility and services connection charges;

The above amounts are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter.

15. The Allottee shall pay to the Promoter a sum of Rs.[●]/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-

Law/Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the admission as member of the Society, for preparing the rules, regulations and bye-laws of the Society, and, the cost of preparing and engrossing the Structure Conveyance and renewal of the lease, and other deeds, documents and writings.

16. The Promoter has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Land. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee alongwith other purchasers of flats/units/premises in the Real Estate Project and/or on the Land, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the purchasers of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other wings which are to be developed and constructed on any portion of the Land.

17. **Loan and Mortgage:**

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

- (ii) All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- (iii) The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and balance other amounts payable by the Allottee under this Agreement.
- (iv) In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law.

18. Representations and Warranties of the Promoter:

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

- (i) The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Land and also has actual, physical and legal possession of the Land for the implementation of the Real Estate Project/Whole Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- (iii) There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee;

- (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project, which affect the rights of the parties herein, except those disclosed to the Allottee;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project 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 Land and the said Premises, 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 Premises to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Structural Conveyance, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the **Third Schedule** hereunder written to the Society;
- (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 Real Estate

Project to the competent Authorities till the Structure Conveyance and thereupon shall be proportionately borne by the Society;

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

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

- (i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Tower/Wing in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.
- (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 Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and 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 said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of 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 Premises and maintain the said Premises in the same condition, state and order in which

it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the said Premises 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 said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society;
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Land and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (vi) 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 Land and/or the Real Estate Project in which the said Premises is situated.
- (vii) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.

- (viii) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under this Agreement.
- (ix) Not to change the user of the said Premises without the prior written permission of the Promoter and Society;
- (x) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.
- (xi) The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Tower/Wing and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xii) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to

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

- (xiii) Till the Structure Conveyance is executed in favour of the Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.
- (xiv) Not to affix any fixtures or grills on the exterior of the Real Estate Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If the Allottee has affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or if the Allottee has affixed a grill having a design other than the standard approved design, the Allottee shall be liable to pay a sum of Rs. 25000/- (Rupees twenty five thousand only) to the Promoter / the Society, as the case may be.
- (xv) The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project.
- (xvi) Not to do either by himself/herself/itself/themselves or through any other person anything which may or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and/or the installations for providing facilities in the Real

Estate Project including any electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate etc.or any common areas, facilities and amenities. If the Allottee or members of the Allottee family or any servant or guest of the Allottee commits default of this sub-clause then the Allottee shall immediately take remedial action and shall also become liable to pay a sum of Rs.10,000/- (Rupees Ten Thousand) to the Promoter / the Society, as the case may be, on each such occasion.

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

(xviii) The Allottee shall not let, sub-let, transfer, assign or part with the possession of the said Premises or any interest or benefit thereof for a period, beginning from the date of this Agreement, till delivery of possession of the said Premises or till the admission of the Allottee as the member of the Society, whichever is later, without obtaining a written consent in the form of a No Objection Certificate (NOC) from the Promoter, along with payment of a processing charge at the rate of 2% (Two percent) on the deal value of the resale or then on-going selling rate calculated on a per square foot basis, whichever is higher. The Promoter shall have sole discretion with respect to granting the NOC or not, or granting the same with applicable conditions as the Promoter deems fit.

20. The Allottee hereby represents and warrants to the Promoter as follows, -

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

this Agreement and/or to undertake the obligations, covenants etc. contained herein;

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

21. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, internal access roads and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Structure Conveyance.

22. **Promoter shall not mortgage or create a charge:**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises.

23. **Binding Effect:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan, within 3 (three) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 3 (three) 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 7 (seven) 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, except for 5% towards cancellation charges, which will be forfeited by the Promoter.

24. Nominee:

- (i) The Allottee hereby nominates [●] ("**said Nominee**") as his/her/their nominee in respect of the said Premises. On the death of the Allottee, the Nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee.
- (ii) The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

25. Entire Agreement:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

26. **Right to Amend:**

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

27. **Provisions of this Agreement applicable to Allottee/subsequent allottees:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottees of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

28. **Severability:**

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA 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.

29. **Method of calculation of proportionate share:**

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

30. **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.

31. **Waiver:**

No forbearance, indulgence or relaxation or inaction by either Party at any time to

require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

32. **Place of Execution:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Mumbai City, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution 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.

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

34. 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 Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____ Name of the Allottee

_____ (Allottee's Address)

Notified Email ID: _____

M/s. TRIUMPH VENTURES

1/Chintamani Plaza,Gr. Flr,Andheri Kurla Road,Andheri – East, Mumbai 400 099

Notified Email ID: sales@triumphrealty.in

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.

35. 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.

36. Stamp Duty and Registration Charges:

The charges towards stamp duty fees and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises and the said Car Parking Space/s shall be borne by the Allottee alone.

37. Dispute Resolution:

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

38. Governing Law:

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

39. **Permanent Account Numbers:**

Details of the Permanent Account Numbers of the Promoter and Allottee are set out below,-

Party	PAN
	[•]
[•]	[•]

40. **Construction of this Agreement:**

- (i) Any reference to any statute or statutory provision shall include,-
 - (a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
 - (b) any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;
- (ii) Any reference to the singular shall include the plural and vice-versa;
- (iii) Any references to the masculine, the feminine and/or the neuter shall include each other;
- (iv) The Schedules and Annexes form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- (v) References to this Agreement or any other document shall be construed as

references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;

- (vi) Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (vii) References to a person (or to a word importing a person) shall be construed so as to include:
 - (a) An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and
 - (b) That person's successors in title and assigns or transferees permitted in accordance with the terms of 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

All that piece and parcel of land, hereditaments and premises admeasuring 1218.18 sq. mtrs. alongwith titbit area of 721.82 square meters, aggregating to 1940 square meters and bearing CTS No. 88 (p), together with three Buildings bearing Nos.18, 19 & 20 (since demolished) earlier occupied by the members of the society known as Rajendra Nagar Siddhivinayak Co-operative Housing Society Limited, consisting of 60 tenements, situate, lying and being at Rajendra Nagar, Village Magathane, Taluka Borivali, Registration Sub-District of Borivali and District of Mumbai City and bounded as follows:-

On or towards North : Building No.1 & 2

On or towards East : Building No. 1 & 2 and Patrakar Sadan

On or towards South : 9.14 meters wide Road & Patrakar Sadan On or towards West : Boundary MHB Colony & RG

SECOND SCHEDULE

The Allottee has paid before execution of this Agreement, a sum of Rs.[●]/- (Rupees [●] only) (which does not exceed 10% of the Sale Consideration) as advance payment and hereby agrees to pay to that Promoter the balance amount of Sale Consideration of Rs.[●]/- (Rupees [●]) in the manner and payment instalments more particularly mentioned hereunder written.

Sr. No.	Particulars	Percentage
1	Within 15 days of booking	5%
2	On completion of Plinth Slab	40%
3	On completion of 2nd Slab	3%
4	On completion of 4 th Slab	3%
5	On completion of 6th Slab	3%
6	On completion of 8th Slab	3%
7	On completion of 10th Slab	3%
8	On completion of 12th Slab	2%
9	On completion of 14th Slab	2%
10	On completion of 16th Slab	2%
11	On completion of 18th Slab	2%
12	On completion of Terrace Slab	2%
13	On completion of Walls, Internal Plastering, Floorings, Doors and Windows	5%
14	On completion of Sanitary Fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment	5%
15	On completion of External Plumbing & Plastering, Elevation, terraces with waterproofing of Building or wing in which the said Apartment is located	5%
16	On installation of Lift, Water Pump & Electrical Fitting, electro mechanical and environmental requirements and plinth protection,	5%
17	On completion of Lobby & Paving of the area in which the said Apartment is located	5%
18	Possession	5%
	TOTAL	100%

THIRD SCHEDULE

List of common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee (“**Real Estate Project Amenities**”):

- Double Height Grand Air-conditioned Entrance Lobby with Imported Marble and False Ceiling.
- Vitrified Tiles / Granite in the lift Lobbies.
- High Speed Automatic Elevators.
- Aesthetically designed Terrace Gardens.
- Kids Play / Senior Citizens Corner.
- CC Camera Surveillance of all Common areas.
- Intercom Facility.
- State of the Art Fire fighting systems as per defined safety norms.
- Rain Water Harvesting systems.
- Paved Open Compound.
- Superior quality Electrical Mains, Switches and Cabling.
- Power saving LED Light Fittings in the common areas.
- Good quality Water Pumps.
- Bore well water for Flushing and Gardening.
- Dedicated Sub-station from Reliance Energy.
- Wifi enabled lobbies.

FOURTH SCHEDULE

Premises No. [●] of the [●] type and measuring [●] square metres carpet area as per RERA and [●] square metres area towards decks/dry balcony as per approved plans, on the [●] floor in Wing “[]” of the said Tower ‘[●]’ alongwith mechanical parking/covered parking spaces bearing Nos. [●] situated at [●] basement/ stilt level being constructed in the layout of the Land.

FIFTH SCHEDULE

The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed hereunder:

- Anodised Windows
- Video Door Phone with Speaker facility.
- Granamite – Vitrified Flooring of 600 x 600 mm.
- Anti Skid Flooring in the Deck Area.
- Glass Railings with S.S. finish Handrail in the Deck area.
- Designer Main Door with good quality Teak Wood Frames.
- Designer Fittings on the Main Door
- Granite Cills in Bathroom Doors and Windows
- Marble counter / Co-ordinated Ceramic tiles in Bathrooms.
- Superior quality Plumbing fittings and Sanitary ware.
- SS Accessories & Fittings in the Bathrooms.
- Gypsum Plaster finished Walls with Lustre Paint.
- Superior quality Electric cabling for Light Points, Telephone, Fan and Cable TV.

SIGNED AND DELIVERED BY	)	Please affix Photograph and sign across the photograph
the withinnamed Society	)	
RAJENDRA NAGAR SIDDHIVINAYAK CO-OPERATIVE HOUSING SOCIETY LIMITED	)	
through the hands of its Committee	)	
Members,	)	
1) _____	)	
	)	
2) _____	)	
In the presence of WITNESSES:	)	
1. Name	)	
_____	)	
Signature	)	
	)	
2. Name _____	)	
Signature	)	

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

ANNEXURE “1”

Certificate of Registration No. P51800011066 dated 31.08.2017

ANNEXURE “2”

Intimation of Disapproval bearing No. CHE/WS/II/0706/R/S/337(NEW) dated 25th April, 2016 alongwith Commencement Certificate issued by the MCGM on 25th July, 2017.

ANNEXURE “3”

LAYOUT PLAN

ANNEXURE “4”

Title Certificate

ANNEXURE “5”

Property Register Card

ANNEXURE “6”

Plan of the Premises