

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“**this Agreement**”) is made at [●] this [●] day of [●], 20[●]

BETWEEN

M/s KABRA ESTATE & INVESTMENT CONSULTANTS a partnership firm having its registered office / principal place of business at 10th Floor, Kamla Hub, N.S. Road No.1, J.V.P.D. Scheme, Vile Parle (W), Mumbai 400049, hereinafter referred to as the “**the Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **ONE 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 **OTHER PART**

WHEREAS :

- A. Under Clause (a) and (b) of Section 189 of the Bombay Housing Board Act, 1948, the Maharashtra Housing and Area Development Authority (MHADA) became well and sufficiently entitled to all that piece and parcel of land bearing C.T.S No. 195 (part) corresponding to Survey No. 106-A of MHADA Layout, D.N. Nagar, Andheri (West), Mumbai 400 053 and situated in the Registration District and Sub-District of Mumbai Suburban District (**the “Larger Land”**), which was previously vested with the Maharashtra Housing Board, a Corporation established under the Bombay Housing Board Act, 1948 and stood dissolved by Section 15 of the Act;
- B. The Maharashtra Housing Board had a scheme of construction, allotment and sale of tenements, generally known as the LIG Housing Scheme. The Board therefore demarcated the said Larger Land into various plots and started constructing buildings thereon.
- C. One such demarcated plot was all that piece and parcel of land admeasuring 762.04 sq. meters or thereabouts bearing C.T.S No. 195 (part) corresponding to Survey No. 106-A of MHADA Layout D.N. Nagar, Andheri (West), Mumbai 400 053 and situated in the Registration District and Sub-District of Mumbai Suburban District (**“the said Land”**) more particularly described in the **First Schedule** hereunder written and shown delineated in Red colour boundary line in the plan annexed hereto and marked as **Annexure “A”**. The Board, thereafter constructed a building comprising Ground + 4 upper floors on the said Land and subsequently named the building “Saptshrungi” (hereinafter referred to as **“the Old Building”**);
- D. The tenements in the Old Building were then allotted to 36 (twenty) individual allottees, who formed themselves into a Co-operative Housing Society and registered themselves with the Registrar of Co-operative Housing Societies under the name D.N. Nagar Saptshrungi

Co-op Hsg. Society on 10th March 2000 under Registration No. MUM/MHADB/HSG/TC/10655/1999-2000 (hereinafter referred to as **“the Society”**);

- E. Thereafter, by an under a Sale Deed dated 25th March, 2008, the MHADA conveyed and transferred all the right title and interest in the Old Building in favour the said Society. MHADA further executed an Indenture of Lease dated 25th March 2008, interalia, granting leasehold rights in respect of the said Land in favour of the Society for a period of 99 (ninety nine) years with effect from 1st May 1990.
- F. The Old Building being more than 50 years old and was in an absolutely dilapidated condition, requiring extensive repairs and considering the huge cost for the purpose of repairs and maintenance, the Society and its members considered it desirable to demolish the existing building and reconstruct at place thereat a multi-storied building wherein the existing members can be re-accommodated with better structure, facilities, benefits and amenities;
- G. The said Land was capable of being redeveloped by demolishing the Old Building and by construction of a new building thereon as per the sanctioned plans that have now been approved by the concerned authorities by utilizing and consuming (a) entire unutilized plot F.S.I. i.e. the FSI originating from the said Land , (b) further F.S.I. that would be got generated upon demolition of the Old Building, (c) MHADA F.S.I. that may be capable for being loaded on the said Land and (d) additional F.S.I. that would be capable of being loaded on the said Land as and by way of loading Transferable Development Rights (TDR FSI) and (e) Incentive further F.S.I. that may be available in the form of Fungible F.S.I. upon payment of premium or otherwise, to the maximum extent possible in the manner most suitable and appropriate for residential or commercial nature of development of the said Land as per the building rules and regulations;

- H. At the Special General Body Meeting, the members of the Society after considering the cost of repairs and maintenance and after considering the benefits of redevelopment decided and recommended to the Society that it would be economical and viable to demolish the Old Building and reconstruct a new building at place thereat and at the said meeting, all the members of the Society put forward their consent and approved the proposal for redevelopment of the said Land;
- I. The Society itself being unable to re-develop the said Land called for tenders from various developers, including an offer from the Promoter for re-development of the said Land and in response thereto the Society received offers from different developers including the Promoter;
- J. On account of the detailed discussions and negotiations that took place between the members of the Society and the Promoter, the Promoter, from time to time submitted Revised Offers to the Society ending with its final offer being accepted by the Society;
- K. After due deliberations, evaluations and scrutiny of the offers received, including the revised offers of the Promoter, the Society and its Members, in the Special General Body Meeting held on 8th October 2006, unanimously accepted the offer of the Promoter as most appropriate and unanimously passed a Resolution appointing and nominating the Promoter as the developer of the said Land;
- L. By and under a Reconstruction/ Redevelopment Agreement dated 17th February 2010 registered with the sub-registrar of Assurances under Sr. No, BDR-9/03925/2010, (hereinafter referred to as “**the Redevelopment Agreement**”) executed between the Society (therein referred to as the Society Members) and the Promoter (therein referred to as the Developer), the Society with a view to implement the Scheme of Redevelopment appointed the Promoter

as the developer of the said Land on for the consideration and on the terms and conditions therein recorded. Further, in order to facilitate the Promoter to take all necessary steps in connection with the development of the said Land and implementation of the Scheme of Redevelopment including getting the plans sanctioned and obtaining necessary approvals and sanctions, the Society also executed in favour of the Promoter a Power of Attorney dated 17th April 2010 duly registered with the Sub - Registrar of Assurances under Sr. No. BDR-9/03926/ 2010;

- M. Subsequently, the Society and its members vide Resolution dated 2nd October, 2016 passed in its Special General Body Meeting held on 2nd October, 2016 released and relinquished all their claims, demands, rights and entitlement in respect of the benefit of the increase in F.S.I. beyond the ratio of 2.5 as originally agreed in the Redevelopment Agreement in lieu of Promoter compensating for the same.
- N. Therefore, the Promoter herein are fully entitled to develop the said Land by utilizing, consuming and exploiting the full development potential of the said Land;
- O. The Promoter is entitled to construct buildings on the said Land in accordance with the Recitals hereinabove.
- P. The Promoter is developing/redeveloping 2 (Two) wings of the building known as '**KABRA PARADISE**' on the said Land and proposed as a "real estate project" by the Promoter and has been registered as a 'real estate project' ("**the Real Estate Project**") with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate

agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”). The Authority has duly issued a Certificate of Registration bearing No.[●] dated [●] (“**the RERA Certificate**”)for the Real Estate Projectand a copy of the RERA Certificate is annexed and marked as **Annexure “____”** hereto.

- Q. 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 Real Estate Project. The Allottee has also examined all documents and information uploaded by the 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.
- R. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate,are briefly stated below: -
- (i) The Real Estate Project consists of 2 (Two) wings of building ‘KABRA PARADISE’ known as “**Wing ‘A’ and Wing ‘B’**”;
 - (ii) The details of each tower/ wing are as follows:
 - a. Wing ‘A’ of the Real Estate Project will be up to 17 (Seventeen) floors, of which 13 (Thirteen) floors have been sanctioned as on the date hereof and 4 (Four) floors are proposed to be sanctioned; and
 - b. Wing ‘B’ of the Real Estate Project will be up to 17 (Seventeen) floors, of which 17 (Seventeen) floors have been sanctioned as on the date hereof

- (iii) The Real Estate Project shall comprise units/premises consisting of apartments and flat/s and tenement/s as per the details provided in the **Third Schedule** hereunder written;
- (iv) Total FSI of [●] square metres has been sanctioned for consumption in the construction and development of the Real Estate Project. The Promoter proposes to eventually consume a further FSI of [●] square metres aggregating to total FSI of [●] square metres in the construction and development of the Real Estate Project;
- (v) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the **Fourth Schedule** hereunder written
- (vi) The Promoter shall be entitled to put hoarding/boards of their Brand Name, in the form of Neon Signs, MS Letters, Vinyl & Sun Boards 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 and be entitled to a full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo/ signs.
- (vii) A copy of the Intimation of Disapproval bearing No.CHE/WS/0321/K/337 (NEW) dated 6th April 2013 with its amendment dated [●] and Commencement Certificate bearing No.CHE/WS/0321/K/337 dated 27th March 2015 and extended on [●] and further extended on [●] issued by the Municipal Corporation of Greater Mumbai, are also included as part of the RERA Certificate at **Annexure "C"** hereto.
- (i) The Allottee has perused a copy of the Proposed Layout Plan ("**Proposed Layout**") annexed to this Agreement as

Annexure “D”, which specifies, inter alia, the floors proposed to be built on the 2 (Two) wings on the said Land, together with a draft proforma specifying the proposed total FSI proposed to be utilized on the said Land (“**Proposed 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.

- (ii) The scheme and scale of development proposed to be carried out by the Promoter on the said Land will be as set out in the Proposed Layout, as amended from time to time;
- (iii) The statutory approvals mandatorily required by the Promoter to hand over certain stipulated percentage of the said Land to the concerned authorities or develop the same as public amenities. The Promoter shall determine and identify the portion and location of the said Land to be handed over for complying with the terms and conditions of statutory approvals. The portion of the said Land remaining after handing over the stipulated percentage if any, to the MCGM or any other statutory authority and/or after developing public amenities, only would be available for transferring to the Society. A list of the amenities and reservations affecting the said Land is set out in **Annexure “D”** hereto.
- (iv) The nature of development of the said Land would constitute a mixture of users as may be permissible under applicable law from time to time.
- (v) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the said Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.
- (vi) The Promoter is entitled to amend, modify and/or substitute

the Proposed Future and Further Development of the said Land (defined below), in full or in part, as may be required by the applicable law from time to time.

- (vii) The Promoter will be entitled to develop the said Land itself or in joint venture with any other person and will also be entitled to mortgage and charge the said Land and the structures to be constructed thereon from time to time.

The above details along with the annexes to the RERA Certificate and further aspects of the proposed future and further development of the said Land, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in> and are annexed with the RERA Certificate at **Annexure “C”** hereto (**“Proposed Future and Further Development of the said Land”**).

- S. The Allottee/s is/are desirous of purchasing a residential premises / flat / office / shop bearing No. [●] on the [●] floor of the Real Estate Project (hereinafter referred to as the **“said Premises”**).
- T. 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.
- U. 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.
- V. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into

this Agreement with the Allottee of the Premises and to receive the sale consideration in respect thereof.

- W. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Land, and the plans, designs and specifications prepared by the Promoter's Architects, Messrs Mayuree Consultants ,and of such other documents as are specified under the RERA and the Rules and Regulations made there under, including *inter-alia* the following:-
- (i) The sanctioned plans, including layout plans, building plans, floor plans, parking plans and other approvals;
 - (ii) The title documents referred to in Recitals A to O above;
 - (iii) Copies of the property register cards of the said Land (copies whereof are also annexed hereto and marked as **Annexure "E"**.
- X. An authenticated copy of the plan of the Premises, is annexed and marked as **Annexure "F"** hereto.
- Y. A copy of the Title Certificate of the Advocates and Solicitor certifying the right/entitlement of the Promoter is annexed hereto and marked as **Annexure "G"** hereto ("**the said Title Certificate**").
- Z. 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.

- AA. Further, the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained and are being obtained by the Promoter. **Annexure “H”** hereto sets out the approvals required for the Real estate Project, including the status.
- BB. 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.
- CC. The carpet area of the said Premises as defined under the provisions of RERA, is[●]square metres.
- DD. 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.
- EE. 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 does hereby admit and acknowledge).
- FF. 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.

GG. 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 and the garage/covered parking as set out herein below.

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 have been 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 [●] ([●]) Towers/Wings known as '[●]' of the said Building known as 'KABRA PARADISE', consisting of 2 Basement + Stilt + 17 (Seventeen) upper floors in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the MCGM from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the **Fourth 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 said 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 said Premises bearing No. [●] of the [●] type admeasuring [●] square metres carpet area as per RERA on the [●] floor in the said Tower/ Wing being [●] Tower/Wing (the said Premises are more particularly described in the **Sixth Schedule** and are shown in the floor plan annexed and marked **Annexure "I"** hereto) at and for the consideration of Rs.[●]/- (Rupees [●]) (referred to as "**Sale Consideration**").
- (ii) The Promoter hereby agrees to allot to the Allottee, covered parking spaces situated at [●] basement and/or stilt level being constructed in the layout of the said Land.
- (iii) 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 the Promoter the balance amount of the Sale Consideration of Rs.[●]/- (Rupees [●]) in the following manner:-
 - (a) An amount of Rs.[●]/- ([●]) (which does not exceed 30% of the Sale Consideration), is to be paid to the Promoter after the execution of Agreement and simultaneously with registration of this Agreement under the Registration Act, 1908;
 - (b) An amount of Rs.[●]/- ([●]) (which does not exceed 45% of the Sale Consideration), is to be paid to the Promoter on completion of the plinth of the said Tower/Wing;
[Note: Detailed installments to be provided]

- (c) An amount of Rs.[●]/- ([●]) (which does not exceed 70% of the Sale Consideration), is to be paid to the Promoter on completion of the slabs including podiums and stilts of the said Tower/Wing;
- (d) An amount of Rs.[●]/- ([●]) (which does not exceed 75% of the Sale Consideration), is to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Premises;
- (e) An amount of Rs.[●]/- ([●]) (which does not exceed 80% of the Sale Consideration), is to be paid to the Promoter on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises;
- (f) An amount of Rs.[●]/- ([●]) (which does not exceed 85% of the Sale Consideration), is to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the said Tower/Wing;
- (g) An amount of Rs.[●]/- ([●]) (which does not exceed 95% of the Sale Consideration), is 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 of the said Tower/Wing.
- (h) The balance amount of Rs.[●]/- ([●]), is to be paid to the Promoter against and at the time of handing over of the possession of the Premises to the Allottee on/after receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project.

- (iv) It is clarified that the Sale Consideration shall be payable by the Allottee in the Bank Account No. [●] maintained with [●] Bank, [●] Branch with IFSC Code [●] (**“the saidAccount”**).
- (v) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, 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 Project and/or with respect to the said 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 service tax, VAT, 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. All these payments will be made by the Allottee as and when called upon by the Promoter and/or as required by the concerned Government or authority, as the case may be.
- (vi) 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.

- (vii) It is agreed between the parties that in the event the Allottee/s has/have availed of the benefit of any subvention scheme or any other scheme as may have been made available to the Allottee, the terms and conditions of such scheme including the subvention scheme and any letters, NOCs, Indemnity Bonds, Deeds, Agreements/Tripartite Agreements, MOUs, etc. as may have been executed between the Promoter and the concerned Banks/Financial Institutions shall apply and the Allottee/s shall comply with the same. The Promoter shall also be authorized to take such steps under the schemes and documents executed in that regard, as deemed fit by the Promoter.
- (viii) 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 more than 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 this clause 3.

- (ix) 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/its 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/her/its payments in any manner.
- 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 or any other authority at the time of sanctioning the plans of the Real Estate Project or thereafter and shall, before handing over possession of the said Premises to the Allottee, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises, as may be applicable.
 - 5. Time is of the essence of this Agreement 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 **Fourth 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 potential with respect to the said**

Tower/Wing on the said 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 Recital T above and all the plans, proformas and specifications pertaining thereto and the Proposed Layout and the proposed potential and the 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 [●] day of [●], [●] ("**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 in Clause 7(i) above), then the Allottee shall be entitled to either of the following options:-

- (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 a 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 of the said Premises and/or the car park in the manner it deems fit and proper.

- (iii) In case the Allottee elects its remedy under sub-clause (ii) (a) above then in such a case the Allottee shall subsequently not be entitled to the remedy under sub-clause (ii) (b) above.
- (iv) If the Allottee fails to make any payment 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 amount was 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 at Clause ● above, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on a 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, at its own option and discretion, to terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give a 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 interest thereon computed at the Interest Rate, then at the end of the period specified in 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 [•] 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 of 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 **Fourth Schedule** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Seventh Schedule** hereunder written.
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, provided the Allottee has made payment of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement.

- (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 as per Clause 9(i) above, 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 above in this Clause, the 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 said 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 said Land to the Society.

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 or by wear and tear in regular course.
11. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee shall use the car parking space only for purpose of parking vehicle.
12. **Membership of the Society:**
 - (i) The Allottee shall, along with other allottees of premises/units in the Real Estate Project shall be joined as members in the Society.
 - (ii) 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 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. 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.

- (iii) The Society shall admit all purchasers of flats and premises in the Real Estate Project as members.
- (iv) 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. 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 areas in the Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum per month in respect of each unsold premises towards the outgoings.
- (v) 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.

13. 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 said Land. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common for the Allottee alongwith other purchasers of flats/units/premises in the Real Estate Project and/or on the said 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 said 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 buildings/towers which are to be developed and constructed on any portion of the said Land.

14. **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 Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate: -

- (i) The Promoter has clear title and has the requisite rights to

carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Real Estate Project, subject to the terms and conditions of the Indentures mentioned in Recital A to Oabove;

- (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 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 said Land and the said Premises, which will, in any manner, adversely 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) Upon receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the **Fourth 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 receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project 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 Real Estate Project except those disclosed to the Allottee.

15. The Promoter may appoint a third party / agency for the purpose of operating and maintaining the Real Estate Project and the said Land including any common areas facilities and amenities on such terms and conditions as it may deem fit.
16. The Promoter shall be entitled to designate any spaces/areas on the said Land or any part thereof (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 (including power, water, drainage and radio and electronic communication) to be availed including by the purchaser/s of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilized in common including by purchaser/s of units/premises in the Real Estate Project/ on the said Land, as the case may be. The Promoter and its workmen/agents/contractors/employees and any third party contracts shall be entitled to access and service such infrastructure and utilities over the said Land.
17. The Promoter shall be entitled to transfer and/ or assign the benefit of additional F.S.I./ T.D.R. or any other rights of the said Land to any third party and/or to allow any third parties to use and/ or consume T.D.R. or any other benefits or advantages of any other properties, on the said Land, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.

18. For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/ or store any construction materials, on any portion of the said Land, and/ or to have additional Electricity Supply and/ or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Allottee/s directly and/ or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.
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 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 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 said 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 said 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 benefitfactor 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 Real Estate Project 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 its 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.

- (xiii) All undertakings, declarations, indemnity bond/ bonds, deeds and writing/s given/ executed and/or may be executed by the Promoter in favour of MCGM and the concerned bodies/ authorities in respect of the said Land and its development shall be binding upon the Allottee/s and Society of the purchaser/s of flat/ premises.
- (xiv) Till the entire development of the said Land is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Land and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.
- (xv) The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/ or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the Municipal or any other authorities to issue stop work notice, and/ or withdraw and/ or suspend or cancel any orders passed and/ or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/ or to carry out construction, on the said Land.

- (xvi) Till the receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project, the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.
20. The Promoter shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
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 said 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 and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project.
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 as set out in Recital [●] above, which will be subject to the no-objection received from the mortgagees therein.

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 at Clause 3 above, within 30 (thirty) 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 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.

24. Entire Agreement:

This Agreement, along with its schedules and annexes, 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.

25. Right to Amend:

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

26. 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.

27. 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.

28. 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 or the Whole Project, as the case may be.

29. Further Assurances:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

30. 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 [●].

31. 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 will attend such office and admit execution thereof.

32. 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. _____ Promoter Name

_____ (Promoter Address)

Notified Email ID: _____

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

33. 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.

34. Stamp Duty and Registration Charges:

The charges towards stamp duty fees and registration charges of this Agreement shall be borne by the Allottee alone.

35. 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.

36. 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.

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

[Schedules and Annexes are to be modified]

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

Please affix

Please affix

Photograph

Photograph

and sign

and sign

across the

across the

photograph

photograph

(1) _____

(2) _____

At _____ on _____

In the presence of WITNESSES:

1. Name _____

Signature

2. Name _____

Signature

SIGNED AND DELIVERED BY THE WITHINNAMED
Promoter

Please affix
Photograph
and sign
across the
photograph

(1) _____

(Authorized Signatory) WITNESSES:

Name _____

Signature

Name _____

Signature

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