

[●]

PROVISIONAL BOOKING LETTER

To
[●]
[●]
[●]
[●]

Dear Sir/Madam

Re: Provisional booking of flat/s bearing No. _____ on the _____ habitable floor in admeasuring [●] sq. mtrs. carpet area on ("said Flat") in the proposed Project "EKTA INVICTUS" at Plot No. 802/A of the Dadar Matunga Estate of the Corporation bearing New Surevy No. 1173 (part) and C.S. No. 515A/10 of Matunga Division situate at Dr. Ambedkar Road, Dadar Mumbai -400014 ("the said Flat")

On your request, we have agreed to provisionally book the said Flat in your favour, for a total consideration of Rs. [●] (Rupees [●]) ("Sale Price"). We acknowledge receipt of Rs. _____ only) ("Booking Amount") towards the booking of said Flat. The Sale Price excludes the other charges and outgoings as may be specified under these presents.

- 1) As agreed between us, the balance consideration of Rs. [●]/-(Rupees [●]Only) shall be payable by you to us in the following manner:

Particulars	Percentage	Amount in Rupees
On Booking	9.9%	
On Registration of Agreement	10.1%	
On Completion of Plinth	10.0%	
On Completion of 1st Slab	2.0%	
On Completion of 3rd Slab	2.0%	
On Completion of 5th Slab	2.0%	
On Completion of 7th Slab	2.0%	
On Completion of 9th Slab	2.0%	
On Completion of 11th Slab	2.0%	
On Completion of 13th Slab	2.0%	
On Completion of 15th Slab	2.0%	
On Completion of 17th Slab	2.0%	
On Completion of 19th Slab	2.0%	
On Completion of 21st Slab	2.0%	
On Completion of 23rd Slab	2.0%	
On Completion of 25th Slab	2.0%	
On Completion of 27th Slab	3.0%	
On Completion of 29th Slab	3.0%	
On Completion of 31st (Terrace) Slab	3.0%	
On Completion of Wall (Blockwork)	3.0%	
On Completion of Internal Plaster	3.0%	
On Completion of External Plaster	3.0%	
On Completion of Flooring	3.0%	
On Completion of Terrace Waterproofing	3.0%	
On Completion of Door fitting	3.0%	
On Completion of Windows fitting	3.0%	
On Completion of External Plumbing	3.0%	
On Completion of Internal Plumbing	3.0%	
On Completion of Electricals Fittings	3.0%	
On Possession	5.0%	
Total Flat Cost	100.0%	

- 2) The said Flat has attached balcony/ies, aggregately admeasuring ____ square meters ("**Balcony**"). The Promoter has agreed to permit the Allottee/s, the exclusive but limited right to use the said Balcony attached/adjacent to the said Flat without any consideration. All balcony/ies attached to Flat/s in project Ekta Invictus shall be for the exclusive use of the occupants/allottees of such Flat/s.
- 3) At your request, we shall permit you exclusive right to use _____ vehicle parking space in the building. It is clarified that location of the Vehicle Parking shall be identified by us at their sole and absolute discretion at the time of offering possession of the Flat.
- 4) You shall make timely payment of the Sale Price as per the payment schedule mentioned above, time being of the essence. It shall be your obligation to make the payment of each of installment of the Sale Price after deducting the Tax Deducted at Source ("**TDS**") as per applicable law. The deduction of an amount made by you on account of TDS as may be required under prevailing law while making any payment of the Sale Price or any part thereof to us, shall be acknowledged/credited by us only upon you submitting the original tax deduction at source certificate/challan and provided that the amount mentioned in the certificate/challan matches with the Income Tax Department site.
- 5) This Booking Letter shall be accompanied by a Cheque / Demand Draft / Pay Order payable at Mumbai for the amount equivalent to Booking Amount drawn in favour of "_____" and a Cheque / Demand Draft / Pay order payable at Mumbai, drawn in favour of "[•]" towards Service Tax/GST/ applicable taxes. It is clarified that this Letter and / or the receipt of the Booking Amount do not confer or constitute any right upon you or to the said Flat.
- 6) In the event you committing breach of any of the terms and conditions contained in this letter, then we shall be entitled to terminate this letter after issuing, firstly a notice of 15 days and thereafter a notice of 7 days ("**Notice Period**") in writing. In the event of you fail and neglect to rectify such breach within the Notice Period then this letter shall stand terminated ipso facto without any further act, deed or thing and upon such termination, you shall have no claim on the Flat. Upon such termination we shall be at liberty to dispose off and sell the Flat to such person and at such price as we may in our absolute discretion think fit and proper. Upon such termination we shall be entitled to forfeit (i) the Booking Amount (ii) brokerage expenses if any, and (iii) applicable taxes / statutory dues / interest / penalties as agreed, pre-estimated, genuine and reasonable liquidated damages.
- 7) The Promoters shall be entitled to offer receivables from the Flat as security to any Credit / Financial Institution, bank or other person / body.
- 8) Notwithstanding anything contained in this Letter or otherwise, in the event the cheque/s issued by you is/are bounced / not honoured by the banker/s then without prejudice to our rights to claim interest on the amounts due and/or cancel and terminate the booking of the said Flat in the manner provided herein, you shall be liable to pay Rs.1000/- (Rupees One Thousand only) plus service tax, towards cheque/s bouncing charges for each such incident.
- 9) We shall have the right to reject the booking at our sole discretion and without assigning any reason for the same, till the execution and registration of the Agreement for Sale between ourselves and you under the applicable law. In the event of rejection of the booking, the amounts paid by you up to the date of such rejection shall be refunded to you in full without any interest within 30 (thirty) days from the date of such rejection.
- 10) You hereby agree and undertake to execute and register an Agreement for Sale under the provisions of applicable law in respect of the said Flat, within 10 (Ten) days from the date of intimation by us in the form as drawn up by us. It is clarified that we shall call upon you to execute and register Agreement for Sale, subject (i) this Letter is not rejected by us, (ii) you are observing and performing all the terms and conditions of this Letter and (iii) you paying the necessary stamp duty and registration charges thereon. In the event you fail and/or neglect to execute and register the Agreement for Sale within the agreed time as stipulated under this clause, then, without prejudice to the rights and remedies available to us under RERA or otherwise including right to cancel this letter, you shall be liable to pay interest at the rate of the amount equivalent to the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (hereinafter referred to as "**Interest Rate**") per annum on the Booking Amount calculated from the date of this Letter till execution and registration of the Agreement for Sale by the Applicant(s) or cancellation and termination of this Letter, (whichever is earlier).
- 11) You agree and undertake to be bound by and undertake to perform all the obligations and the terms and conditions as contained herein, including the obligation to make payments of Sale Price as per the payment schedule specified above alongwith the other charges specified in Annexure -1 annexed hereto ("**Other Charges**").
- 12) The possession of the captioned flat will be given on or about [•] subject to your having paid the entire amount and other incidental charges and will also be subject to (i) Any force majeure events; (ii) Any notice,

order, rule, notification of the Government and/or other public or competent authority / court (iii) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority (iv) any other circumstances that may be deemed reasonable by the Authority. Under the circumstances the Developers shall be entitled for one or more reasonable extensions in the date of completion. The Flat Purchaser/s hereby agree/s and declare/s that they shall not claim any amount from the Developers as and by way of damage, loss, compensation or otherwise whatsoever.

- 13) You agree that in case we are unable to offer the possession of the Flat on or before the Possession Date subject to force majeure events, then you may, by giving notice in writing to us elect to cancel / terminate Agreement for Sale and in such event, we shall be liable to refund to you the amounts already received until the date of such cancellation / termination, alongwith interest at the Interest Rate, within 30 (thirty) days from the date of such termination / cancellation. Upon receipt of refund by way of cheque by registered post / courier at the address given by you, whether the said cheque has/have been accepted /encashed by you or not, will be considered as acceptance of the refund made by us to you and the liability in terms of the said refund shall come to an end forthwith. Upon such refund your right, title, interest or benefit of any nature whatsoever in respect of the Flat shall stand cancelled/terminated forthwith and we shall be entitled to sell, transfer, mortgage or dispose off the Flat to any person or persons, at their sole discretion.
- 14) You hereby confirm, agrees and acknowledges that, if booking of the said Flat is done through any Agent/Broker ("**Agent/Broker**"), then in that event we shall not be held liable and responsible for any misrepresentation, misleading or false information provided by such Agent/Broker. You further agree and confirm that we shall not be held liable and responsible for any internal arrangement arrived at by and between such Agent/Broker with yourself/yourselves.
- 15) The proposed building will be constructed in accordance with the sanctioned plans and permissions, with a right to modify and alter the plans and you have given and accorded your free, full and informed consent of the same Subject to area remaining the same.
- 16) This Letter is not transferable or assignable without our previous Written Consent.
- 17) All taxes including Service Tax, Labour, Cess, VAT, GST etc., will be payable by you, if applicable.
- 18) A regular and detailed Agreement under the applicable law will be executed in due course of time. The provisions of the Agreement to be executed shall supersede this Allotment Letter and this Allotment Letter shall stand cancelled and terminated on execution of such Agreement.
- 19) This Letter is only for confirming the provisional booking of the Flat and the Flat will be reserved for you especially, subject to your above confirmation.
- 20) Stamp duty and registration charges in respect of the captioned flat will be paid by you.
- 21) Please confirm the above at the foot hereof.

Yours truly,
For **EKTA WORLD PRIVATE LIMITED**

Authorised Signatory

I/We confirm:

AGREEMENT FOR SALE

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

BETWEEN

EKTA WORLD PRIVATE LIMITED, a private limited company registered under the Companies Act, 1956 and having its registered office at 401, Hallmark Business Plaza, off Western Express Highway, Kala Nagar, Bandra (East), Mumbai 400 051, hereinafter referred to as and having PAN-AABCE9770F, 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. Renata Derayus Taraporvala, Freny Rajesh Narvekar and Jamshed Kaikobad Delvadavala ("**said Owners**") were well and sufficiently seized and possessed of leasehold rights in respect of (i) all that piece and parcel of leasehold land admeasuring 1120 square yards equivalent to 936.46 square meters and bearing Plot No. 802/A of the Dadar Matunga Estate of the Corporation in the City and Island and sub-registration district of Bombay and bearing New Survey No. 1173 (part) and C.S.No. 515A/10 of Matunga Division ("**the said Land**") and more particularly described in the First Schedule herein underwritten and delineated by red colour boundary line on the Plan annexed hereto and marked as **Annexure "A"** together with the building consisting of ground plus 3 upper floors known as "Gulistan" ("**the said Building**") and an outhouse of ground floor ("**said outhouse**") then standing thereon (the said Land, the said Building and the said outhouse are hereinafter collectively referred to as "**the said Property**").
- B. The said Building consisted of 8 flats out of which 5 flats were occupied by the said Owners and remaining three flats were occupied by tenants viz. (i) Mrs. Sheroo Bharucha (ii) Mrs. G.N. Kolah and A.E. Tarapore and Captain Behram Kolah and (iii) Capt Dady Mehta, Dolly Mehta and Adil Mehta, respectively.
- C. By and under a Deed of Surrender dated 13th September, 2010 executed between Mrs. Sheroo Bharucha therein referred to as the Tenant of the First Part, Mr. Theraton Bharucha and Mr. Edul Bharucha therein referred to as the Confirming Party of the Second Part, Mr. Jamshed Delvadavala, Ms. Renata Tarapour and Mrs. Freny Rajesh Narvekar therein referred to as the Landlords of the Third Part and the Promoter herein therein referred to as the Developers of the Fourth Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. BBE-2-7460 of 2010, the said Mrs. Sheroo Bharucha, relinquished, waived, surrendered and released all her rights in the tenanted premises occupied by her in the said Building in

favour of the Promoter and handed over vacant and peaceful possession to the Promoter at or for a consideration and on the terms and conditions more particularly set out therein.

- D. By and under Development Agreement dated 9th October, 2010, registered with the Office of the Sub-Registrar of assurances under Serial No. BBE-2-8107 of 2010 and Supplemental Agreement dated 26th September, 2012 registered with the Office of the Sub-Registrar of assurances under Serial No. BBE-2-07476-2012, made and entered into between the Owners herein, therein also referred to as the Owners of the One Part and the Promoter herein, therein referred to as the Developers of the Other Part, the Owners granted unto the Promoter the exclusive development rights to develop the said Property by demolishing the said Building and the said Outhouse and by consuming the entire development potential including FSI/TDR, if any in respect of the said Property or otherwise including fungible compensatory FSI as may be available as per prevailing Development Control Regulations for Greater Mumbai 1991 ("**DC Regulation**") and on the terms and conditions more particularly set out therein. Under the various Agreements executed between the said Owners and the Promoter, the Promoter has agreed to allot to the said Owners 5 (five) residential flats each admeasuring _____ sq. mtrs. carpet area free of cost along with _____ car parking spaces in the new building proposed to be constructed on the said Land on the terms and conditions more particularly set out therein.
- E. By and under a Permanent Alternate Accommodation Agreement dated 9th October, 2010 executed between Capt Dady Mehta, Mrs. Dolly Mehta and Mr. Adil Mehta, therein referred to as the Tenants of the First Part and the Promoter herein, therein referred to as the Developer of the Second Part and the Owners herein, therein referred to as the Landlords of the Third Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. BBE-2- 8110 of 2010 on 11th October, 2010 ("**PAA-1**"), the said Capt Dady Mehta, Dolly Mehta and Adil Mehta have surrendered their tenancy rights with respect to the flat used and occupied by them in the said Building in favour of the Promoter herein and the Promoter has agreed to provide to the said Capt Dady Mehta, Mrs. Dolly Mehta and Mr. Adil Mehta, 1 (one) Flat for residential purpose admeasuring _____ sq. mtrs. carpet area on ownership basis and one car parking space in the new building proposed to be constructed on the said Land on the terms and conditions more particularly set out therein.
- F. By and under a Permanent Alternate Accommodation Agreement dated 9th October, 2010 executed between Mrs. G.N. Kolah and A.E. Tarapore and Captain Behram Kolah therein referred to as the Tenants of the First Part and the Promoter herein therein referred to as the Developer of the Second Part and the Owners therein referred to as the Landlords of the Third Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. 8170 of 2010 on 13th October, 2010, ("**PAA-2**"), the said Mrs. G.N. Kolah and A.E. Tarapore and Captain Behram Kolah have surrendered their tenancy rights with respect to flat used and occupied by them in the said Building in favour of the Developer on the terms and conditions more particularly set out therein.
- G. Thereafter, by and under a Supplemental Agreement dated 28th December 2015 registered with the Office of the Sub-Registrar of Assurances under Serial No. BBE-5-4808-2015 made and entered into between Mrs. G.N. Kolah and A.E. Tarapore and Captain Behram Kolah, therein referred to as the Tenants of the First Part and the Promoter herein, therein referred to as the Developer of the Second Part and the Owners herein, therein referred to as the Landlords of the Third Part, Mrs. G.N. Kolah and A.E. Tarapore and Captain Behram Kolah agreed to purchase 55.74 sq. mtrs. carpet area on the 17th floor and one car parking space in the new building proposed to be constructed on the said Land on the terms and conditions more

particularly set out therein. In the premises, the Promoter is required to allot and handover one flat aggregately admeasuring 185.80 sq. mtrs. carpet or thereabout alongwith 2 (two) car parking spaces to Mrs. G.N. Kolah and A.E. Tarapore and Captain Behram Kolah on ownership basis in the new building proposed to be constructed on the said Land instead of earlier agreed Flat admeasuring carpet area of 130.06 sq. mtrs. under the PAA referred hereinabove.

- H. In light of the above, the Promoter is absolutely vested with the development rights to develop the said Property and is in the absolute and exclusive possession of the said Property and the Promoter is absolutely entitled to construct the said New Building (as defined herein below) to be constructed on the said Land by utilisation of FSI/TDR and fungible FSI and to sell premises/flats/shops etc. in the said New Building on ownership basis under the provisions of the prevailing Act.
- I. The Promoter is proposing to construct and develop a building comprising of 8 levels of , 1 Fire Check Floor and 21 habitable floors to be known as **"Ekta Invictus"** (**"the said New Building"**) on the said Land by utilizing, consuming and loading the entire Floor Space Index (**"FSI"**) in respect of the said Property, and the entire increased, additional, present, future and extra FSI and/or the purchase of Transferable of Development Rights (**"TDR"**) and/or fungible FSI and/or floating FSI as permissible
- J. Municipal Corporation of Greater Mumbai has sanctioned the layout plan of the said New Building and has issue Intimation of Disapproval bearing No. **E.B./CE/EE/5790/FN/A** dated **4/12/2010**, (**"IOD"**) and Commencement Certificate No. **EEBPC/5790/FN/A** dated **8/8/2011** (**"CC"**) for development and construction of the said New Building on the said Land. The copies of the IOD, and CC are hereto annexed and marked as **ANNEXURE "B"** and **"C"** respectively. The layout plan of the said New Building together with a draft proforma specifying the proposed total FSI to be utilized on the said Land, and, 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 "D"**. The Layout of the New Building is a phase of the real estate project and as such is a project as provided under Section 3 of RERA Act (defined below) read with RERA Rule (defined below) (**"Real Estate Project/Project"**).
- K. The development of the said New Building is the Real Estate Project as provided under Section 3 of RERA Act (defined below) read with RERA Rule (defined below) and the Promoter shall the same 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"**).
- L. The Allottee shall upon issuance of the RERA Certificate by the Real Estate Regulatory Authority (**"Authority"**) to the Promoter, be entitled to, examine the same in detail by his/her/its Advocates and Planning and Architectural consultants. On the request of the Allottee the Promoter has shown all documents and information pertaining to the Project and the Allottee has understood the documents and information in all respects. The Allottee has agreed and consented to the development of the Project.
- M. The principal and material aspects of the development of the Project are briefly stated below-
- (i).....construction of the said New Building known as **"Ekta Invictus"** comprising of 8 level podiums, one Fire Check Floor and 21 habitable floors

- (ii) As per the Commencement Certificate bearing No. EEBPC/ 5790/FN/A dated 08/08/2011 issued upto top of the podium i.e. 7th floor level and the same was subsequently extended on 7/05/2014, 12/02/2015 and lastly on 8/06/2016 for construction upto top at 30th (part) floor level including OHT and LMR i.e. full CC.
- (iii)The said Project shall comprise of units/premises consisting of apartments, flat/s, duplexes / penthouses.
- (iv)Total FSI of 3750.16 sq.mtrs. has been sanctioned for construction and development of the Project.
- (v)The common areas, facilities and amenities in the Project that may be usable by the Allottee are listed in the **Second Schedule** hereunder written ("**Real Estate Project Amenities**").
- (vi)The Promoter shall be entitled to put hoarding/boards of their Brand Name viz. Ekta World in a 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.
- (vii)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 14 below.
- (viii)The promoter would be entitled to aggregate any contiguous land parcel with the development of the said land, as provided under the Proviso of Rule 4(4) of the RERA Rules.
- (ix)The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the said Land, in full or in part, as may be required by the applicable law from time to time.

The above details along with the annexures required for the RERA Certificate, shall be available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in> once the project is registered under RERA

- N. The Promoter has / shall provide a right of way admeasuring 349.51 sq mtrs ("**Right of Way**") over the portion of the said Land, which Right of Way is shown in blue wash on the Plan annexed hereto and marked as Annexure "____", to Pitru Ashish Co-operative Housing Society Ltd, for the purpose of accessing and developing the adjoining land being all that piece and parcel of land admeasuring 1159 square yards equivalent to 969.06 sq. Mtrs. bearing Plot No. 802-D of the Dadar - Matunga Estate of the Corporation bearing Cadastral Survey No. 515-D/10 of Matunga Division. This Right of Way will be a covenant running with the said Land. The Right of Way shall be maintained by the Society (as defined below). The draft / format of the Agreement for Grant of Right of Way ("**Agreement of Right of Way**") to be executed between the Owners, Promoters and Pitru Ashish Co-operative Housing Society Ltd for grant of the Right of Way is annexed and marked as _____, heretoThe Promoter has entered into standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- O. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the New building and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the

completion of the Real Estate Project.

- P. The Promoter has the right to sell the said Premises in the Real Estate Project constructed by the Promoter, and, to enter into this Agreement with the Allottee of the Premises to receive the sale consideration in respect thereof.
- Q. Copy of the Title Certificate of Wadia Ghandy & Company Advocates and Solicitors dated 31st May, 2016 certifying the right/ entitlement of the Promoters are annexed hereto and marked as **Annexure "E"** (**"the said Title Certificate"**)
- R. 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, Vivek Bhole Architect Pvt. Ltd. and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder.
- S. 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.
- T. 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.
- U. The Allottee after having investigated and being fully satisfied in respect of title of the Promoter to the said Property, has approached the Promoter and requested the Promoter to allot to him/her/them Flat No. _____ admeasuring _____ square meter carpet area (excluding balcony) on the _____ habitable floor in the said New Building to be known as "Ekta Invictus" to be constructed on the said Land, which flat is more particularly described in **Third Schedule** hereunder written and shown in red colour boundary lines on the plan annexed and marked as **Annexure "F"** hereto (hereinafter referred to as **"the said Flat"**) for the consideration of Rs. _____ (Rupees _____ Only) (hereinafter referred to as **"Sale Consideration"**) and on the terms and conditions hereinafter appearing.
- V. The said Flat has attached balcony/ies/ aggregately admeasuring)___ sq.mtrs. (**"Balcony"**). All balcony/ies attached to flats in the Project shall be for the exclusive use of the Allottees/Owners of such flats and are being given without any consideration.
- W. Along with the said Flat, at the request of the Allottee, the Promoter has also agreed to permit to the Allottee right to use _____ parking space in the said New Building (hereinafter referred to as **"Parking Space"**). The said Flat, Balcony and Parking Space are hereinafter collectively referred to as **"the said Premises"**.
- X. The Promoter has obtained construction finance from KKR India Asset Pvt. Ltd. in respect of the said Project and the Promoter has created security for securing the said construction finance;
- 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.
- Y. 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 doth hereby admit and acknowledge and of and from the same doth releases and discharges the Allottee forever).

- Z. 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.
- AA. 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 said Flat.

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 New Building known as "Ekta Invictus" comprising of 8 level podiums, 1 Fire Check Floor and 21 habitable 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 **Second 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(s) hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee(s), the Flat No. ____ admeasuring ____ square metres carpet area (excluding balcony/ies) on the ____ habitable floor of the said New Building, as more particularly described in the **Third Schedule** hereunder written and as shown in red colour boundary lines on the floor plan annexed and marked Annexure "F" hereto ("**said Flat**"), at and for the consideration of Rs.____/- (Rupees ____ Only) ("**Sale Consideration**") payable by the Allottee to the Promoters as mentioned in clause ____ below and on the terms and conditions contained therein.
- (ii) The said Flat has attached balcony / ies, aggregately admeasuring ____ square meters or thereabouts ("**Balcony**"). All balcony/ies attached to flats in Project/Ekta Invictus shall be for the exclusive use of the occupants / owners of such flats and being given without any consideration
- (iii) The Promoters have agreed to permit the Allottee(s), the right to exclusive use ____ () parking space/s in basement/podium of Project ("**the Vehicle Parking Space/s**"). The said Flat, Balcony and Vehicle Parking Space/s are hereinafter collectively referred to as "**the said Premises**"
- (iv) The Allottee(s) has paid before execution of this Agreement, a sum of Rs.____/- (Rupees ____ only) as advance payment and hereby agrees to pay to the

Promoter the balance amount of Sale Consideration of Rs. _____/- (Rupees _____ Only) in the following manner:-

Particulars	Percentage	Amount in Rupees
On Booking	9.9%	
On Registration of Agreement	10.1%	
On Completion of Plinth	10.0%	
On Completion of 1st Slab	2.0%	
On Completion of 3rd Slab	2.0%	
On Completion of 5th Slab	2.0%	
On Completion of 7th Slab	2.0%	
On Completion of 9th Slab	2.0%	
On Completion of 11th Slab	2.0%	
On Completion of 13th Slab	2.0%	
On Completion of 15th Slab	2.0%	
On Completion of 17th Slab	2.0%	
On Completion of 19th Slab	2.0%	
On Completion of 21st Slab	2.0%	
On Completion of 23rd Slab	2.0%	
On Completion of 25th Slab	2.0%	
On Completion of 27th Slab	3.0%	
On Completion of 29th Slab	3.0%	
On Completion of 31st (Terrace) Slab	3.0%	
On Completion of Wall (Blockwork)	3.0%	
On Completion of Internal Plaster	3.0%	
On Completion of External Plaster	3.0%	
On Completion of Flooring	3.0%	
On Completion of Terrace Waterproofing	3.0%	
On Completion of Door fitting	3.0%	
On Completion of Windows fitting	3.0%	
On Completion of External Plumbing	3.0%	
On Completion of Internal Plumbing	3.0%	
On Completion of Electricals Fittings	3.0%	
On Possession	5.0%	
Total Flat Cost	100.0%	

Each of such installments shall be paid by the Allottee within a period of [●] days from the date of intimation by the Promoter. Time for payment of each installment is the essence of the contract.

- (v) The Allottee(s) hereby agree(s), confirm(s) and undertake(s) that an intimation forwarded by the Promoter, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is completed. However, it is agreed that non receipt of such intimation requiring such payment shall not be a plea or an excuse by the Allottee(s) for non-payment of any amount or amounts.
- (vi) The Sale Consideration shall be payable by the Allottee in the Bank Account No. [●] maintained with [●] Bank, [●] Branch with IFSC Code [●] (“the said Account”). In case of any financing arrangement entered by the Allottee(s) with any financial institution with respect to the said Flat, the Allottee(s) undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Consideration due and

payable to the Promoter through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of the said Account. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Allottee, in which event without prejudice to the right of the Promoter to charge interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**Interest Rate**") on the amounts due, the Promoter shall be entitled to terminate this Agreement and forfeit 10% of the Sale Consideration along with brokerage charges (if any) as reasonable, pre-estimated, genuine and agreed liquidated damages and return balance (if any) to the Allottee(s) within 30 (thirty) days from the date of such termination of the Agreement.

- (vii) 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 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.
- (viii) 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.
- (ix) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Project 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 per cent). The total Sale Consideration payable on the basis of the carpet area of the said Flat, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within 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 RERA 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 proportionately from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the said Flat.
- (x) 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.

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 useable by the Allottee and are listed in the **Second Schedule** hereunder written. Similarly, the Allottee shall make timely payments of all installments 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 Project/ 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 herein above and as depicted in the layout plans, proformas and specifications and Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

7. **Voluntary Cancellation By Allottee(s)**

In the event, the Allottee(s) desire/s to cancel the allotment of said Premises for any reason whatsoever, then Promoter shall be entitled to forfeit the amounts equivalent to 10% (ten per cent) of the Sale Consideration and the Allottee(s) shall not be entitled to such amount paid by him/her/them/it to the Promoter. The Allottee(s) shall also have to bear and pay to the Promoter, at the time of cancellation, the brokerage charges (if the said Premises is purchased through the broker) which brokerage shall have been already paid by the Promoter to the broker. The Promoter shall not be liable to refund Service Tax, VAT, GST and all other taxes paid or payable on this Agreement and/or on the Sale Consideration and/or interest and/or otherwise. It is agreed by and between the parties that all the amounts due and payable by the Allottee(s), as specified hereinabove, shall be deducted from the amount received by the Promoter from the Allottee(s) till the time of such cancellation. The Promoter shall return the balance amount from the Sale Consideration (if any) to the Allottee(s) within 30 (thirty) days from the date of such cancellation.

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

(i) The Promoter shall give possession of the Premises to the Allottee on or before 31st December 2018 ("**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) War, Civil Commotion or act of God;
- (b) Any force majeure events;
- (c) Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
- (d) Any stay order / injunction order issued by any Court of Law, competent authority, BMC,

- statutory authority;
- (e) Any other circumstances that may be deemed reasonable by the Authority.
- (f) Any delay in procurement/grant of any permission, certificate, consent and/or sanction from the concerned 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 8(i), 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 Interest Rate for every month of delay from the Possession Date, 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 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 Flat and/or parking space and the Promoter shall be entitled to deal with and/or dispose off the said Flat and/or the parking space in the manner it deems fit and proper.
- (iii) In case if the Allottee elects his/her 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.

9. **Event Of Default And Consequences**

- (i) The Promoter shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events ("**Events of Default**"):
- (a) If the Allottee(s) delays or commits default in making payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise;
- (b) If the Allottee(s) commits breach of any of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.A., C.C. and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.;
- (c) If the representation, declarations and/or warranties etc. made by the Allottee(s) in the present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Allottee(s) is untrue or false;

- (d) If the Allottee(s) has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
 - (e) If the Allottee(s) is/are, convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;
 - (f) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Allottee(s) or in respect of all or any of the assets and/or properties of the Allottee(s).
 - (g) If the Allottee(s) has received any notice from the Government in India (either Central, State or Local) or foreign Government for the Allottee(s) involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them.
 - (h) If the Allottee(s) carries out any structural alteration and/or addition in respect of the said Flat or said Building or Project or any part thereof;
 - (i) If the Allottee(s) fail/s to make payment of any outgoing/s, taxes, maintenance charges etc. in respect of the said Premises or any part thereof.
- (ii) On happening or occurring of any of the Event of Default, the Promoter shall without prejudice to all other rights that the Promoter may have against the Allottee(s) either under this Agreement, or in law or otherwise, give 30 (thirty) days notice to the Allottee(s) to rectify/remedy such breach and during the notice period, the Allottee(s) shall be liable to bear and pay interest at the Interest Rate on the due and payable amount. In the event Allottee(s) fail/s to rectify/remedy the breach within notice period, then the Promoter shall be entitled (but shall not be obliged) to (i) forthwith terminate this Agreement ("Termination Date") and (ii) forfeit/deduct 10% of the Sale Consideration along with brokerage charges (if any) and balance if any, shall be refunded to the Allottee(s) without any interest within 30 (thirty) days from the Termination Date. It is further clarified that any profit arising from sale of the said Flat to the new Allottee(s) shall be of the Promoter and the Allottee(s) shall have no claim against the same.
- (iii) If for making payment of the Sale Consideration the Allottee(s) has/have availed loan from financial institutions, banks or other institutions against the security of the said Flat then the same shall be subject to the consent and approval of the Promoter. In the event of the Allottee(s) committing default of the payment of the installments of the Sale Consideration or otherwise and in the event of the Promoter exercising their right to terminate this Agreement, the Allottee(s) shall and hereby undertake to clear the mortgage debt outstanding at the time of such termination. The Allottee(s), at his/her/their own cost and expenses, shall obtain necessary letter/no dues certificate from such financial institution, banks etc. stating that the Allottee(s) has/have cleared the mortgage/debt/charge within 15 (fifteen) days from the Termination Date. On receipt of such letter/no dues certificate from the financial institution, banks etc. the Allottee(s) shall be entitled to the refund of the amount (if any). However, the Promoter shall directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Allottee(s) from the balance amount standing to the credit of the Allottee(s) with the Owner(if any) towards the said Flat and (paid by him/her/them to the Promoter towards the Sale Consideration) to the extent so as to clear the mortgage/debt/charge on the said Flat/Shop/Office. Only on receipt of such letter of clearance of mortgage debt from such bank, financial institution etc. the Allottee(s) shall be entitled to the refund of the balance amount standing credited to the account of the Allottee(s) (if any) with

the Promoter towards the said Flat. Notwithstanding all that is stated hereinabove, it shall ALWAYS be obligatory on the part of the Allottee(s) to pay the installments of the consideration amount as and when due under the terms of this Agreement and the Allottee(s) shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Allottee(s) has/have applied for the loan to such financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Allottee(s) shall not be permitted to raise any contention in respect of his/her/their failure to pay the installments of the Sale Consideration amount on time and on the due dates on the basis that the Allottee(s) has applied for loan to such financial institution, banks, their employers or such other institutions and that the same are under process of disbursement or that the said loan application of the Allottee(s) is rejected. In the event of the failure of the Allottee(s) to pay the installments of the Sale Consideration amount the Promoter shall be entitled to enforce its rights as mentioned herein. In case, there shall be deficit in this regard, the Allottee(s) shall forthwith on demand pay to the Promoter his /her / their proportionate share to make up such deficit.

- (iv) Notwithstanding anything contrary contained herein, in case the Allottee(s) fails or is/are otherwise unable to make payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise, to the Promoter, then the Promoter shall without prejudice to any other rights or remedies that it may have against the Allottee(s), including the right to terminate and forfeit the amounts as mentioned in Clause 10 (iii) above and put an end to this Agreement as mentioned herein, and be entitled to receive and recover from the Allottee(s) and the Allottee(s) shall pay to the Promoter interest on all outstanding payment at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon from the due date till the date of realization thereof.
 - (v) All the aforesaid rights and/or remedies of the Promoter are cumulative and without prejudice to one another.
10. The common areas, facilities and amenities in the said Project that may be usable by the Allottee are listed in the **Second Schedule** hereunder written. The internal fitting and fixtures in the said Flat that shall be provided by the Promoter are listed in the **Fourth Schedule** hereunder written.
11. **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 Flat 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 Flat within 15 days of the Possession Notice.
 - (iii) Upon receiving the Possession Notice from the Promoter as provided for hereinabove, the Allottee shall take possession of the said Flat 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 Flat to the Allottee. Irrespective of

whether the Allottee takes or fails to take possession of the Flat within the time provided herein above, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Said Flat, 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 of outgoings in respect of the Real Estate Project and Larger 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. Until the Society is formed and the Transfer Documents is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion.
 - (v) The Allottee further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee shall after completion of the initial period of _____ months, pay to the Promoter amounts towards monthly maintenance charges as may be applicable. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until the Transfer Documents is duly executed and registered. On execution of the Transfer Documents, the aforesaid deposits less any deductions as provided for in this Agreement shall be paid over by the Promoter to the Society.
12. If within a period of 5 (five) years from the date of handing over the said Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Flat or the said Project 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.
13. The Allottee shall use the said Flat or any part thereof or permit the same to be used only for residential purposes. The Allottee shall use the vehicle parking space only for purpose of parking vehicle.
14. **Formation of the Society:**
- (i) The Promoter, as per RERA Act and RERA Rules, shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee(s) and other Allottee(s) of Flats of the building of the Real Estate Project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.
 - (ii) The Allottee shall alongwith the other allottees of the Flats in the building of the said Real Estate Project shall, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules ("**the Society**").
 - (iii) For this purpose, the Allottee(s) shall from time to time sign and execute the application for

registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and 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(s), so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee(s) 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 Society shall be solely decided by the Promoter.
- (v) The Society shall admit all Allottee(s) of flats in the building of the said Real Estate Project 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 flats in the building of the Real Estate Project, if any.
- (vii) Post execution of the Transfer Documents and/or assignment of leasehold rights in favour of the Society, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee(s) 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 the formation of the Society and/or Other Societies, 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/Other Societies and their respective members/intended members including the Allottee(s), as the case may be, and the Promoter shall not be liable towards the same.

15. **Transfer of the Said Land to the Society**

- (i) Within a period of 3 (three) months of receipt of full Occupation Certificate of Ekta Invictus, the Promoter shall execute necessary transfer document for transferring the said New Building together with common areas and amenities specified in **Second Schedule** hereunder written and also cause the Owners to execute and register, an Deed of Assignment or such other document of transfer to transfer and assign all their right, title and interest qua the said Land in favour of the Society (collectively referred to as "**Transfer Documents**"). The Transfer Documents shall be subject to the rights created under the Agreement for Right of Way.
- (ii) The Society shall be required to join in execution and registration of the appropriate Transfer Documents. The costs, expenses, charges, levies and taxes on such Transfer Documents and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the transfer of title to the Society as contemplated hereinabove, the Society shall be responsible for the operation and management and/or supervision of the said Land including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

16. The Allottee shall, before delivery of possession of the said Premises as mentioned above, deposit the following amounts with the Promoter,-

Particulars	Percentage	Amount in Rupees
On Booking	9.9%	
On Registration of Agreement	10.1%	
On Completion of Plinth	10.0%	
On Completion of 1st Slab	2.0%	
On Completion of 3rd Slab	2.0%	
On Completion of 5th Slab	2.0%	
On Completion of 7th Slab	2.0%	
On Completion of 9th Slab	2.0%	
On Completion of 11th Slab	2.0%	
On Completion of 13th Slab	2.0%	
On Completion of 15th Slab	2.0%	
On Completion of 17th Slab	2.0%	
On Completion of 19th Slab	2.0%	
On Completion of 21st Slab	2.0%	
On Completion of 23rd Slab	2.0%	
On Completion of 25th Slab	2.0%	
On Completion of 27th Slab	3.0%	
On Completion of 29th Slab	3.0%	
On Completion of 31st (Terrace) Slab	3.0%	
On Completion of Wall (Blockwork)	3.0%	
On Completion of Internal Plaster	3.0%	
On Completion of External Plaster	3.0%	
On Completion of Flooring	3.0%	
On Completion of Terrace Waterproofing	3.0%	
On Completion of Door fitting	3.0%	
On Completion of Windows fitting	3.0%	
On Completion of External Plumbing	3.0%	
On Completion of Internal Plumbing	3.0%	
On Completion of Electricals Fittings	3.0%	
On Possession	5.0%	
Total Flat Cost	100.0%	

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.

17. 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 formation of the Society, for preparing the rules, regulations and bye-laws of the Society and, the cost of preparing and engrossing the Transfer Documents and other deeds, documents and writings.
18. The Promoter has informed the Allottee that there may be common access road, common recreation space, passages, electricity and telephone cables, water lines, , drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in 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 and the Allottee alongwith other Allottees of flats in the Real Estate Project 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 Allottees of flats 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 Allottees of flats 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 buildings/towers which are to be developed and constructed on adjoining land.

19. **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:

- (i) The Promoter has obtained construction finance from KKR India Asset Pvt. Ltd. in respect of the said Project and the Promoter has created security for securing the said construction finance;
- (ii) Save and except the said security created in favour of KKR India Asset Pvt. Ltd., the Promoter has clear and marketable 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 Project;
- (iii) 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;
- (iv) There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee;
- (v) There are no litigations pending before any Court of law with respect to the Real Estate Project;
- (vi) 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;
- (vii) 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;
- (viii) 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 Premises, which will, in any manner, affect the rights of Allottee under this Agreement;
- (ix) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
- (x) At the time of execution of the Transfer Documents in favour of the society, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Project as detailed in the **Second Schedule** hereunder written to the Society;
- (xi) 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 Promoter obtains Occupation Certificate and thereupon the same shall be borne by the Society;

- (xii) 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.

20. 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 Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Flat 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 Project in which the said Flat is situated and the said Flat itself or any part thereof without the consent of the local authorities and Promoter.
- (ii) Not to store in the said Flat 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 Flat 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 Flat is situated, including entrances of the Real Estate Project in which the said Flat is situated and in case any damage is caused to the Real Estate Project in which the said Flat is situated or the said Flat 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/her/their own cost all internal repairs to the said Flat and maintain the said Flat 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 Flat is situated or the said Flat 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 Flat 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 Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Flat is situated and shall keep the portion, sewers, drains and pipes in the said Flat 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 the Real Estate Project in which the said Flat 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

Flat 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 Flat 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 Flat in the compound or any portion of the said Land and/or the Real Estate Project in which the said Flat is situated.
- (vii) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Real Estate Project in which the said Flat 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 Flat without the prior written permission of the Promoter, Society and concerned authorities;
- (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 Flat or dispose of or alienate otherwise howsoever, the said Flat 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 Flat 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 Project and the said Flat 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 Flat 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 Flat and the Real Estate Project or any part thereof to view and examine the state and condition thereof.
- (xiii) Till the transfer or assignment of the land 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 said Land, the building/units thereon, or any part thereof, to view and examine the state and condition thereof.

21. 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.
22. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or the Real Estate Project or the said Land and/or any building as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them 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 Transfer Documents.
23. **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 Flat 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 Flat.
24. **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 [●] 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.
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 Flat, in case of a transfer, as the said obligations go along with the said Flat, 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 Flat to the total carpet area of all the other Flat/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. **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.

32. 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.

33. 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: _____

Promoter Name - M/s. Ekta World Pvt. Ltd.
(Promoter Address) - 401, Hallmark Business Plaza,
off Western Express Highway,
Kalanagar, Bandra (East), Mumbai – 400051

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.

34. **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.

35. **Stamp Duty and Registration Charges:**

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

36. **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.

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

FIRST SCHEDULE ABOVE REFERRED TO :

All that piece and parcel of land admeasuring 1120 square yards equivalent to 936.48 sq. mtrs and bearing Plot No. 802/A of the Dadar Matunga Estate of the Corporation in the City and Island and sub-registration district of Bombay and bearing New Surevy No. 1173 (part) and C.S. No. 515A/10 of Matunga Division situate at Dr. Ambedkar Road, Dadar Mumbai -400014 and bounded as follows :

On or towards North East - by passage 12 feet 6 inches in width

On or towards South East – by Plot No. 802D;

On or towards South West – by Plot No. 803B;

On or towards North West – by Kingsway.

SECOND SCHEDULE ABOVE REFERRED TO :

Common Areas, facilities and amenities.

- Fully equipped Gymnasium with latest equipment (subject to available amenities)
- Exterior paint shall be RUFF TUFF of permanent nature.
- Attractive air conditioned entrance lobby blended with imported marble and granite
- Cable, internet with Wi-Fi, Telephone points connection, 24 hours internet connection and close circuit camera for security
- Adequate podium levels car parking provision
- Heavy duty chequered tiles / pavers in the compound,
- Security system shall be provided in the building and to all flats
- 3 fully automatic high speed elevators of MITSUBISHI
- Well-designed entrance layout with name plates / letter boxes
- Security cabin & intercom
- Swimming Pool – Approx. 4.8m x 3.9m
- Seating area.

Other Features:

- Underground water tank & overhead water tanks shall be provided to ensure 24 hour water supply to residents
- Pumps having sensors shall be installed in the water tank to ensure regular supply of water to each unit.
- Separate Society office
- Fire Fighting provision

THIRD SCHEDULE ABOVE REFERRED TO :

Description of Flat:

Residential Flat being Flat No.....admeasuring sq. mtr. carpet area or thereabouts on Floor of the building “Ekta Invictus” standing on the Property more particularly described in the First Schedule above

FOURTH SCHEDULE ABOVE REFERRED TO:

SIGNED AND DELIVERED BY THE)
WITHIN NAMED Allottee)
_____)
_____)



At _____ on _____)

In the presence of WITNESSES:)

1. Name _____)
Signature _____)

2. Name _____)
Signature _____)

SIGNED AND DELIVERED BY THE)
WITHIN NAMED Promoter)
Through its Director)
_____)



At _____ on _____)

In the presence of WITNESSES:)

1. Name _____)
Signature _____)

2. Name _____)
Signature _____)

Draft Without Prejudice