

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“**this Agreement**”) is made at Mumbai this _____ day of _____, Two Thousand and _____:

BETWEEN

M/S. RENAISSANCE SPACES, a partnership firm being registered under the Indian Partnership Act, 1932 having its office at 203-204, 2nd floor, Orbit Plaza, New Prabhadevi Road, Prabhadevi, Mumbai - 400 025 hereinafter referred to as “**the Promoter**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of this firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and their respective assigns) of the **ONE PART**;

AND

_____, Adult/s / Minor, Indian Inhabitant/s of Mumbai / a partnership firm registered under the Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956 / 2013, having their address for the purpose of these presents at _____

hereinafter referred to as “**Allottee/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual/s (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 HUF and in case of a coparcenary, the coparcenary 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 the heirs, executors and administrators of the last survivor of them and in case of a company/ body corporate its successors and permitted assigns) of the **OTHER PART**.

The Promoter and the Allottee/s are hereinafter collectively referred to as “**the Parties**” and individually as “**Party**”.

WHEREAS:

- A. M/s. Combine Construction Creators (“**the said Owner**”) is the owner of all those pieces and parcels of land admeasuring approximately 3,739.60 square meters

bearing Survey No. 24 Hissa No. 4, Survey No. 113, Hissa No. 1 and Survey No. 23, Hissa No. 4 of Village Chakala and bearing CTS Nos. 528, 528/1 to 528/17, 529, 529/1 to 529/32 and 535 of Village Chakala, Taluka Andheri, Mumbai Suburban District situate, lying and being at Andheri (East), Mumbai – 400 099 (“**the said Larger Land**”). The said Larger Land and together with the structures standing thereon (“**the said Structures**”) are hereinafter referred to as “**the said Larger Property**”. The said Larger Land is more particularly described in the **First Schedule** hereunder written and marked with **black** coloured boundary line on the plan thereof hereto annexed and marked as **Annexure “1**.

- B. As per the 7/12 Extract of the Larger Land the area of the Larger Land is approximately 3,743.32 square meters viz., land bearing Survey No. 24 Hissa No. 4 (admeasuring approximately 2,225.76 square meters), Survey No. 113, Hissa No. 1 (admeasuring approximately 1,289.93 square meters) and Survey No. 23, Hissa No. 4 (admeasuring approximately 227.63 square meters) of Village Chakala, Taluka Andheri, Mumbai Suburban District situate, lying and being at Andheri (East), Mumbai – 400099.
- C. Prior to the said Revision (as defined below), as per the property register cards of the Larger Land, the area of the Larger Land was approximately 3,191.40 square meters viz., land bearing CTS Nos. 528 (admeasuring approximately 1052.3 square meters), 528/1 to 528/17 (collectively admeasuring approximately 288.1 square meters), 529 (admeasuring approximately 1167.1 square meters), 529/1 to 529/32 (collectively admeasuring approximately 455.2 square meters) and 535 (admeasuring approximately 228.7 square meters) of Village Chakala, Taluka Andheri, Mumbai Suburban District situate, lying and being at Andheri (East), Mumbai – 400099.
- D. Vide order dated 3rd December, 2018 passed by The Collector, Mumbai Suburban Districts, the area of the Larger Land has been corrected and revised to approximately 3739.6 square meters viz., land bearing CTS Nos. 528 (corrected and revised to 1246.7 square meters), 528/1 to 528/17 (collectively admeasuring approximately 288.1 square meters), 529 (corrected and revised to 1400.0 square meters), 529/1 to 529/32 (collectively admeasuring approximately 455.2 square meters) and 535 (corrected and revised to 349.6 square meters). (“**the said Revision**”).
- E. The corrected areas are duly captured in the updated property register cards of the Larger Land collectively admeasuring 3,739.60 square meters.
- F. The said Owner has undertaken slum rehabilitation scheme (“**the said Scheme**”) on the Larger Land under the provisions of Regulation 33(10) of the Development Control Regulations for Greater Mumbai, 1991 (“**DCR**”).
- G. By and under a Letter of Intent dated 16th October, 2009 issued by the Slum Rehabilitation Authority (“**SRA**”), the SRA sanctioned slum rehabilitation scheme on the Larger Land under the provisions of Regulation 33(10) of the DCR, in the manner and on the terms and conditions as set out herein. As per the Letter of Intent dated 16th October 2009, the area of the Larger Land for the slum rehabilitation scheme is taken as 3191.40 square meters.
- H. By and under Letter dated 7th June, 2012 issued by the SRA, the SRA sanctioned the layout of the Larger Land whereby inter-alia the said Larger Land

was sub divided into Plot A admeasuring 1,902.24 square meters (“**the Plot A**”) to be utilized for construction of a composite building thereon comprising of 4 (four) wings viz., Wing A, Wing B, Wing C and Wing D (“**the said Composite Building**”) and the Plot B admeasuring 1,289.16 square meters (“**the Plot B**”) to be utilized for construction of a free sale building by utilizing, exploiting and consuming the entire balance free sale component (potential) of the Larger Land, as may increase from time to time.

- I. The said Owner has duly completed construction of the said Composite Building and SRA has granted Occupation Certificate with respect to the said Composite Building.
- J. By and under Development Agreement dated 7th November, 2013 (“**the Development Agreement**”) executed by and between the said Owner (therein referred to as ‘the Owners’) and the Promoter (therein referred to as ‘the Developer’) and registered with the office of the Sub-Registrar of Assurances at Serial No. BDR-1/11271 of 2013, the Owners granted development rights with respect to the Larger Land by construction of the free sale building on the Plot B, in the manner and on the terms and conditions mentioned therein.
- K. By and under a revised Letter of Intent dated 16th November, 2013 issued by the Slum Rehabilitation Authority (“**SRA**”), the SRA sanctioned slum rehabilitation scheme on the Larger Land under the provisions of Regulation 33(10) of the DCR, in the manner and on the terms and conditions as setout herein. This Letter of Intent dated 16th November, 2013 was revised vide a Letter of Intent dated 25th November, 2014.
- L. By and under Letter dated 16th December, 2013 issued by the SRA, the SRA sanctioned the amended layout of the Larger Land whereby inter-alia the said Larger Land was sub divided into the following:
 - (i) Area of Plot A was revised to 1764.73 square meters for construction of a composite building.
 - (ii) Area of Plot B was revised to 1385.32 square meters for construction of sale building.
 - (iii) Plot C admeasuring 41.35 square meters for 5% amenity plot.
- M. The SRA has issued Intimation of Approval dated 16th December, 2013 for the development and construction of free sale building on the Plot B (“**the said Building**”) on the terms and conditions mentioned therein.
- N. The SRA has issued Commencement Certificate dated 1st February, 2014 with respect to the said Building which was granted upto Plinth and further extended upto 7th Floor vide further C.C. endorsements dated 22nd October 2015, 13th January 2015 and 29th June 2015.
- O. In accordance with the said Revision and as reflected in the property cards of the Larger Land and demarcated in Amended Plans dated 9th May 2019, the area of the Plot A is 2010.98 square meters, the area of the Plot B is 1675.30 square meters (“**the said Land**”), the area of the Plot C is 41.35 square meters and the area of the Plot D is 11.97 square meters. Plot A, Plot B, Plot C and Plot D collectively form the Larger Land admeasuring 3739.60 square meters. The said Land is more particularly described is the **Second Schedule** hereunder

written and is hatched with **green** colour on the plan annexed hereto and marked as **Annexure “1”**

- P. The Promoter has constructed the said Building known as ‘The Baya Goldspot’ on the said Land which shall comprise of 3 (three) wings viz. Wing ‘A’, Wing ‘B’ and Wing ‘C’ consisting of 9 (nine) floors each in accordance with the Recitals hereinabove, in accordance with the terms and conditions of sanctions and approvals obtained / being obtained in relation to the same.
- Q. The Promoter is undertaking construction of the said Building in a phase wise manner.
- R. The Promoter has duly constructed and completed a portion of the said Building viz., 2 basements + ground + 7 upper floors of Wing A, Wing B and Wing C of the said Building and duly obtained Occupation Certificate 10th October 2014 in this regard.

The construction and development of the 8th and 9th Floors of the Wing ‘A’, Wing ‘B’ and Wing ‘C’ comprising of 24 free-sale units is a phase of the Whole Project (as defined below) 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 the Certificate of Registration No. _____ dated _____ for the Project and a copy of the RERA Certificate is annexed and marked as **Annexure “3”** hereto.

- S. The principal and material aspects of the development of the Real Estate Project, are briefly stated below:
 - (i) The Real Estate Project is known as ‘Floors 8 and 9 - The Baya Goldspot’.
 - (ii) The Real Estate Project comprises of the 8th and 9th Floors of the Wing ‘A’, Wing ‘B’ and Wing ‘C’ of the said Building.
 - (iii) The Real Estate Project shall comprise of 24 (twenty four) units/premises consisting of residential apartments and flats.
 - (iv) Total FSI of ___ square meters has been sanctioned for consumption in the construction and development of the said Real Estate Project.
 - (v) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and the other allottees of the Real Estate Project are listed in the **Fourth Schedule** hereunder written (“**Real Estate Project Amenities**”).
- T. The principal and material aspects of the development of the Whole Project (“**Whole Project**”) as disclosed by the Promoter are briefly stated below-
 - (i) The Whole Project shall be known as ‘The Baya Goldspot’.

- (ii) The Whole Project shall comprise of 3 (three) wings in Building No. 2 viz. Wing 'A', Wing 'B' and Wing 'C' each comprising of 2 (two) basement plus ground plus 9 (nine) upper habitable floors, out of which, 7 (seven) floors have been duly completed and constructed.
- (iii) The Whole Project Estate Project shall comprise of units/premises consisting of residential apartments, flats, shops, units, commercial units, etc.
- (iv) Total FSI of 5704.30 square meters has been sanctioned for consumption in the construction and development of the Whole Project. Out of the total FSI of 5704.30 square meters, FSI of 4077.65 square meters has been utilized in the construction and development of a portion of the said Building upto 7 upper floors.
- (v) The Allottee/s has / have perused a copy of the proposed layout ("**Disclosed Layout**"), which specifies the location of the said Building and other buildings constructed on the said Land. A copy of the Disclosed Layout is annexed hereto and marked as **Annexure "3"**
- (vi) The Promoter shall be entitled to put hoarding/boards/logo of their Brand Name, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Whole 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 common areas, facilities and amenities in the said Whole Project that may be usable by the Allottee/s and are listed in the **Fifth Schedule** hereunder written ("**Whole Project Amenities**").
- (viii) The details of formation of the Society, and, conferment of title upon the Society with respect to the Whole Project, are more particularly specified in Clauses 11 and 12 herein.
- (ix) A copy of the Letter of Intent dated 16th November, 2013, Letter of Intent dated 25th November, 2014 and Letter of Intent dated 23rd April 2019 are annexed hereto and marked as **Annexure "4"**.
- (x) A copy of the Intimation of Approval dated 16th December, 2013 and latest Amended Plans dated 9th May 2019 issued by the SRA are annexed hereto and marked as **Annexure "5"**.
- (xi) A copy of the Commencement Certificate dated 1st February, 2014 duly endorsed from time to time and most recently endorsed on 10th May 2019, is annexed hereto and marked as **Annexure "6"**
- (xii) 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.
- (xiii) The Promoter is entitled to amend, modify and/or substitute the Disclosed Layout, in full or in part, as may be required under applicable law from time to time.

- U. 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 laws from time to time. The above details and further aspects of the proposed *future and further development of the Land*, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in> (“**Proposed Future and Further Development of the said Land**”).
- V. The Allottee/s is/are desirous of purchasing a residential premises / flat / office / shop in the Real Estate Project as more particularly described in the **Third Schedule** hereunder written (hereinafter referred to as the "**said Premises**") has / have approached the Promoter and requested to allot to him/her/them the said Premises in the said Building.
- W. The Allottee/s 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/s has agreed and consented to the development of the Whole Project (as defined hereinabove). The Allottee/s 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.
- X. 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.
- Y. 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.
- Z. The Promoter have the exclusive right to sell / lease /allot, deal with and dispose off their respective units / premises to be constructed on the said Land to various purchaser/s.
- AA. 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/s of the Premises to receive the sale price in respect thereof.
- BB. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Land, and the plans, designs and specifications prepared by the Promoter's Architects specified in **Third Schedule** hereunder, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following:
- (i) All the deeds and documents mentioned in the recitals hereinabove and forming part of this Agreement.
 - (ii) All the other title deeds and documents in relation to the said Larger Property.

- (iii) All the approvals and sanctions of all the relevant authorities issued till date for the development of the said Land including the layout plan, building plan, floor plan and the commencement certificate of the building constructed / being constructed on the said Land; and
 - (iv) The authenticated copies of the 7/12 Extracts and the Property Register Card with respect to the said Land, which are annexed and marked as **Annexure “7”** hereto;
 - (v) The authenticated copy of the sanctioned plan of the said Premises, is annexed and marked as **Annexure “8”** hereto.
 - (vi) Copy of the Title Certificate of M/s. S. R. Advocates & Associates, Advocates, Bombay High Court dated _____, 10th February, 2014 and Mr. Jay Bhargavaram of M/s. J.K. Juris & Associates, Advocate & Solicitor dated 10th April, 2013 certifying the right/entitlement of the Promoter are annexed hereto and marked as **Annexure “9”** hereto (“**the said Title Certificates**”).
- CC. 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 Whole Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Whole Project shall be granted by the competent authority.
- DD. Further, (i) the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained / being obtained, (ii) all the requisite permissions required for applying for and obtaining a further commencement certificate with respect to the 3 (three) upper floors of the said Building shall be applied for and obtained by the Promoter, and (iii) approvals and sanctions from other relevant statutory authorities are applied for and/or in process of being applied for and/or obtained by the Promoter.
- EE. 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.
- FF. The carpet area of the said Premises (as defined under the provisions of RERA and as calculated as per Circular No. 4 of 2017 bearing Ref. No. MahaRera/Secy/File No. 27/84/2017 dated 4th June, 2017 issued by the Authority) is setout in the **Third Schedule** hereunder written.
- GG. 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.
- HH. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is/are satisfied with respect to, (i) the title of the Developer to develop the Whole Project, and such title being clear and marketable; (ii) the approvals and permissions (including Intimation of Approval and Commencement Certificate)

obtained till date and (iii) the Promoter's entitlement to develop the Whole Project and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee has/have the financial capability to consummate the transaction.

- II. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to purchase and acquire from the Promoter, the said Premises and the said Car Parking Space (as defined herein), at or for the price as setout in the **Third Schedule** hereunder written ("**Sale Price**") and upon the terms and conditions mentioned in this Agreement.
- JJ. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee/s i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- KK. The list of Annexures attached to this Agreement are as follows:
- Annexure "1"** : Plan of the Larger Land and the said Land;
 - Annexure "2"** : RERA Certificate;
 - Annexure "3"** : Copy of the Disclosed Layout Plan
 - Annexure "4"** : Copy of the Letter of Intent dated 16th November, 2013 and Letter of Intent dated 25th November, 2014 and Letter of Intent dated 23rd April 2019;
 - Annexure "5"** : Intimation of Approval dated 16th December, 2013 and latest Amended Plans dated 9th May 2019;
 - Annexure "6"** : Commencement Certificate dated 1st February, 2014 duly endorsed from time to time;
 - Annexure "7"** : Authenticated copies of the 7/12 Extracts and Property Register Cards of the Larger Land;
 - Annexure "8"** : Authenticated copy of the sanctioned plan of the said Premises;
 - Annexure "9"** : Copy of the said Title Certificates;

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. Th Promoter shall construct the Real Estate Project being the 8th and 9th Floors of Wing 'A', Wing 'B, and Wing 'C' of the said Building known as 'The Baya Goldspot' in accordance with the plans, designs and specifications as referred

hereinabove, and as approved by the SRA from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee/s and are listed in the **Fourth Schedule** hereunder written.

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the Premises of the Allottee/s, 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/s. Adverse effect for the purposes of this clause shall mean a change in the location of the said Premises within the Real Estate Project.

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

(a) The Allottee/s hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s, the said Premises more particularly described in the **Third Schedule** hereunder written in the said Building having carpet area as setout in the **Third Schedule** hereunder written of the said Building i.e. the Premises, as more particularly described in the **Third Schedule** and as shown hatched with red colour on the floor plan annexed and marked **Annexure “__”** hereto, at and for the consideration as setout in the **Third Schedule**. The said Premises shall be bare shell (with windows and entrance door) and shall not contain any amenities within it save and except those set out in the **Sixth Schedule** hereto.

(b) The Allottee/s hereby agrees to purchase from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s, the right to park his vehicle in covered parking spaces as setout in the **Third Schedule** hereunder written (“**the said Car Parking Space**”) for the consideration as setout in the **Third Schedule** hereunder written. Allotment of the said Car Parking Space shall be made by the Promoter prior to handing over possession at such location as the Promoter deems fit. The Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking Space by the Promoter and/or the Society and shall pay such outgoings in respect of the said Car Parking Space as may be levied by the Promoter and / or the Society, as the case may be. The Purchaser agrees and confirms that he shall not raise any objection to the designations/selections of parking done / to be done by the Promoter for himself / herself and for other purchasers in the Real Estate Project.

(c) The total aggregate consideration amount for the said Premises including the said Car Parking Space i.e. the Sale Price, details whereof are setout in the **Third Schedule** hereunder written.

- (d) The Allottee/s has/have paid before execution of this Agreement, part payment of the Sale Price as advance payment and as more particularly described in the **Seventh Schedule** hereunder written and hereby agrees to pay to the Promoter the balance amount of the Sale Price in the manner and payment instalments more particularly mentioned in the **Seventh Schedule** hereunder written.
- (e) The Promoter shall issue a notice to the Allottee/s intimating the Allottee/s about the stage-wise completion of the said Building as detailed in the Clause 3(d) above (the payment at each stage is individually referred to as “**the Instalment**” and collectively referred to as “**the Instalments**”). The payment shall be made by the Allottee/s within 7 (seven) days of the Promoter making a demand for the payment of the Instalment, time being the essence of the contract.
- (f) The payment by the Allottee/s in accordance with the Clause 3(d) is the basis of the Sale Price and is one of the principal, material and fundamental terms of this Agreement (time being the essence of the contract). The Promoter has agreed to allot and sell the said Premises to the Allottee/s at the Sale Price inter-alia because of the Allottee/s having agreed to pay the Sale Price in the manner more particularly detailed in the Clause 3(d) hereunder written. All the Installments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s simultaneously on the execution of this Agreement.
- (g) The Sale Price 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 Real Estate Project and/or with respect to the Premises and/ or with respect to the said Car Parking Space 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, / or with respect to the said Car Parking Space and shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof.
- (h) The Sale Price excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and / or incidental charges in connection with the documents to be executed for the sale of the said Premises and the said Car Parking Space including on this Agreement and expenses on all documents for sale and / or transfer of the said Premises and the said Car Parking Space, including applicable stamp duty and registration charges on this Agreement.
- (i) The Sale Price is escalation-free, save and except escalations/increases, due to increase on account of development

charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

- (j) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments at such rate as may be decided by the Promoter for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal once granted to an Allottee by the Promoter.
- (k) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Real Estate Project is complete and the Occupation Certificate is granted by the SRA, 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 Price payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit of 3%, then, the Promoter shall refund the excess money paid by Allottee/s 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/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s towards Sale Price, which shall be payable by the Allottee/s prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter / Allottee/s, as the case may be, under this Clause 3(k), shall be made at the same rate per square meter as agreed in Clause 3(a) above.
- (l) The Allottee/s 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/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- (m) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and other allottees of the Real Estate Project 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 **Sixth Schedule** hereunder written.
- (n) The Promoter has agreed to sell to the Allottee/s and the Allottee/s has / have agreed to acquire from the Promoter the said Premises and the said Car Parking Space on the basis of the carpet area only and the Sale Price agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the carpet area of the said Premises and the said Car Parking Space. The Sale Price is only in respect of the said Premises and the

Promoter has neither charged nor recovered from the Allottee/s any price or consideration for the Additional Areas and the common areas and that the Additional Areas and the common areas shall be allowed to be used free of cost, without any price or consideration.

- (o) 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 SRA at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee/s, obtain from the SRA, the Occupation Certificate or Completion Certificate in respect of the said Premises.
- (p) Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the Premises and handing over the Premises to the Allottee/s 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/s and are listed in the **Fourth Schedule** hereunder written.

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

- (q) All payments shall be made by way of demand drafts/ pay orders/ account payee cheques/ RTGS/ ECS/ NEFT any other instrument drawn in favour of / to the account of the Promoter set out in the **Third Schedule** hereunder written. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Premises and the said Car Parking Space, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of /to the account of the Promoter more particularly mentioned in the **Third Schedule** hereunder written. Any payments made in favour of / to any other account other than as mentioned in the **Third Schedule** shall not be treated as payment towards the said Premises and /or the said Car Parking Space. The Allottee/s shall satisfy the Promoter either through its banker's commitment or in such other manner as shall be determined by the Promoter with regard to the security for the payment of each instalment of the Sale Price. The Promoter shall be entitled to change the account (as set out in the **Third Schedule**) by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid financial institution in such new account.
- (r) The Allottee/s is / are aware that the Allottee/s is / are required to deduct tax at source in accordance with the applicable rates as per the Income Tax Act, 1961 and the Allottee/s shall comply with the same.
- (s) The Allottee/s agrees and confirms that in the event of delay / default in making payment of the service tax, VAT, GST, TDS or any such taxes or amounts under this Agreement as called upon by the Promoter, then

without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Promoter.

- (t) Notwithstanding anything contained herein, the Allottee/s each payment made by the Allottee/s shall be allocated at the discretion of the Promoter, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Promoter to appropriate any amounts received from the Allottee/s towards the payment of any Installments of the Sale Price or any amount that may be owed by the Allottee/s to the Promoter.

4. **FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the Real Estate Project;**

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the said Land (by utilization of the full development potential) and develop the same in the manner more particularly detailed in the Recitals above and as depicted in the layout plans, proformas and specifications at **Annexure “6”** hereto and Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

5. **FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the Whole Project:**

The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project on the said Land (by utilization of the full development potential) and develop the same in phase-wise manner in the manner more particularly detailed in the Recitals above and Allottee/s has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

6. **Completion Date, Delays and Termination:**

- (a) The Promoter shall endeavour to complete the construction of the said Premises and obtain the Occupation Certificate from the SRA for the said Premises by the date as more particularly mentioned in the **Third Schedule** hereunder written (“**Completion Date**”). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the Premises on the Completion Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:

- (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, the SRA, the MCGM, statutory authority;
- (iv) Any other circumstances that may be deemed reasonable by the Authority.

- (b) 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/s on the Completion Date (save and except for the reasons as stated in Clause 6(a), then the Allottee/s shall be entitled to either of the following:
- (i) 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 Completion Date ("**the Interest Rate**"), on the Sale Price paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee/s; or
 - (ii) the Allottee/s 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/s Termination Notice**"). On the receipt of the Allottee/s 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/s 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/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.
- (c) In case if the Allottee/s elects his remedy under Clause 6(b)(i) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Clause 6(b)(ii) above.
- (d) If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**Interest Rate**"), on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (e) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 6(b)(i) above, and any other rights

and remedies available to the Promoter, the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including but not limited to Sale Price and / or his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s, 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/s fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s; On the receipt of the Promoter Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Clause and without prejudice to the other rights, remedies and contentions of the Promoter, the Promoter shall be entitled to forfeit the following amounts ("**Forfeiture Amount**") as cancellation charges which the Allottee/s agree, confirm and acknowledge, constitute a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoter, and that the same shall be in the nature of agreed genuine pre-estimate of liquidated damages and not penalty:

(i) an amount equivalent to 10% (ten per cent) of the Sale Price together with applicable taxes thereon;

or

(ii) in case of any brokerage being paid with respect to the booking or allotment of the said Premises and the said Car Parking Space,

an amount equivalent to 12% (twelve per cent) of the Sale Price together with applicable taxes thereon.

- (f) Upon registration of the deed of cancellation in respect of the said Premises and upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another allottee and receipt of the sale price thereon, the Promoter shall after adjusting the Forfeiture Amount, refund to the Allottee/s, the balance amount, if any of the paid-up Sale Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges . Further, upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off the said Premises in the manner it deems fit and proper.
- (g) Without prejudice to the right of the Promoter to charge interest at the Interest Rate, and any other rights and remedies available to the Promoter, if one or more of the events or circumstances set out in Clause 6(h) ("**Event of Default**") shall have happened, then the Promoter shall call upon the Allottee by way of a written notice ("**Rectification Notice**") to rectify the same within a period of 15 (fifteen) days from the date thereof ("**Cure Period**"). If the Allottee/s fails to rectify such Event of Default within the Cure Period, then the same shall be construed as a default ("**Default**");
- (h) Subject to Clause 6(g) above, the following events shall be construed as a Default:
 - (i) If the Allottee/s delay(s) or commit(s) default in making payment of any installment or any other amount payable under this Agreement, including taxes, etc. or otherwise, including as set out in this Agreement;
 - (ii) If the Allottee/s fails to take possession of the said Premises in terms of Clause 6(a) above;
 - (iii) If the Allottee/s commit(s) breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by him/her/it in this Agreement and/or any other writings and/or the terms and conditions of layout, IOD, N.O.C. and other sanctions, permissions, undertakings and

affidavits etc.;

- (iv) If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up or dissolved;
 - (v) If the Allottee/s is/are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
 - (vi) If a Receiver and/or a Liquidator and/or Official Assignee or any person is appointed for the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s;
 - (vii) If any of the assets and/or properties of the Allottee/s is/are attached for any reason whatsoever under any law, rule, regulation, statute etc.;
 - (viii) If any execution or other similar process is issued and/or levied against the Allottee/s and/or any of the Allottee/s' assets and properties;
 - (ix) If the Allottee/s has/have received any notice from the Government of India (either Central, State or Local) or any 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; and/or
 - (x) If any of the aforesaid have been suppressed by the Allottee.
- (i) **Consequences of Default:**
- (i) On the occurrence of a Default, then and in that event, the Promoter shall, without prejudice to any and all other rights and remedies available to it under law, be entitled (but not obliged) to exercise its rights as mentioned at Clauses **Error! Reference source not found.** hereinabove.
 - (ii) It is agreed that all the rights and remedies of the Promoter,

including aforesaid rights and remedies of the Promoter, are cumulative and without prejudice to one another.

7. **Procedure for taking possession:**

- (a) Upon obtainment of the Occupancy Certificate from the SRA and upon payment by the Allottee/s of the requisite installments of the Sale Price and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee/s in writing ("**Possession Notice**"). The Allottee/s 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/s in writing within 7 (seven) days of receiving the Occupancy Certificate of the Real Estate Project.
- (b) The Allottee/s shall take possession of the said Premises within 15 (fifteen) days of the Possession Notice.
- (c) Post receipt of the Possession Notice, the Allottee/s may undertake any fit out activities in the said Premises at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities and in accordance with the Fit-Out Guidelines (which shall be prepared by the Promoter which will be provided to the Allottee/s at the time of handing over possession of the said Premises) and after depositing such amount as may be specified by the Promoter as an interest-free deposit to secure compliance with the Fit Out Guidelines and, which will be refunded without interest upon completion of the fit outs in accordance with the Fit-Out Guidelines. The Allottee/s is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the Real Estate Project and its common areas etc., and/or any neighbouring flats/premises in the Real Estate Project and/or the equipment's installed therein and subject to the debris being completely removed from the Real Estate Project
- (d) Upon receiving the Possession Notice from the Promoter as per Clause 7(b) above, the Allottee/s 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/s. Irrespective of whether the Allottee/s takes or fails to take possession of the Premises within the time provided in Clause 7(b) above, such Allottee/s 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.
- (e) 15 (fifteen) days from the date of receipt of the Occupation Certificate from the SRA / MCGM, the Allottee/s shall be liable to bear and pay his/her/its/their proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and the 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 Larger Land. Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee/s further agree/s that till the Allottee/s's share is so determined by the Promoter at its sole discretion, the Allottee/s shall pay to the Promoter provisional monthly contribution per month towards the outgoings as mentioned in the **Ninth Schedule**. It is further clarified and agreed that the Allottee/s shall be liable to bear and pay such monthly contribution/maintenance charges from the date(s) specified in this Agreement irrespective of whether or not the Allottee/s has/have taken possession of the said Premises. For the purposes of this clause, the expression "**Promoter**" includes its nominee/s.

- (f) The Allottee/s shall, before delivery of possession of the said Premises in accordance with this Clause 7, deposit such amounts as mentioned in the **Eight Schedule** and **Ninth Schedule** hereunder written with the Promoter. The amounts as more particularly mentioned in the **Eight Schedule** hereunder written are not refundable and can be appropriated by the Promoter and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter. The Allottee/s shall make payments of such amounts as more particularly mentioned in the **Eighth Schedule** and **Ninth Schedule** hereunder to the bank account of the Promoter, as detailed in the **Third Schedule** hereunder written. The unspent balance, if any, of the amounts mentioned in the **Ninth Schedule** hereunder written, shall be delivered by the Promoter to the Society, without interest. For the purposes of this clause, the expression "Promoter" includes its nominee/s.
8. If within a period of 5 (five) years from the possession date mentioned in the Possession Notice the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the Real Estate 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/s shall be entitled to receive from the Promoter, compensation for such defect (at actuals) 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/s and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project/Whole Project.
9. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for purpose of residence only. The Allottee/s shall use the car parking space only for purpose of parking vehicle.
10. **Facility Manager**

- (a) The Promoter has the right to enter into contract with any third party / agency for the purpose of maintenance and upkeep of the said Land / the said Building, such decision shall be final and binding until the lease deed in respect of the said Land is executed in favour of the Society. Thereafter, subject to the provisions of the Clause 10(c) below, the Society shall be entitled to undertake the maintenance of the said Land / the said Building or any part thereof in the manner it was handed over save and except normal wear and tear thereof. The Promoter may also formulate the rules, regulations and bye-laws for the maintenance and upkeep of the said Building and /or the said Land and the Allottee/s hereby agree and undertake to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws.
- (b) The Promoter shall have the right to designate any space on the said Land and/or the said Building or any part thereof to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the said Building. The Promoter shall also be entitled to designate any space on the said Land and/or in the terrace of the said Building to such utility provider either on leave and licence or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Building and / or in any other buildings.
- (c) Notwithstanding any other provision of this Agreement, the Promoter has right to and shall be entitled to nominate any person (“**Facility Manager**”) to manage the operation and maintenance of the said Building, common amenities and facilities on the said Land after the completion of the development of the said Land. The Promoter has the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Manager shall be borne and paid by the residents/ Allottee/s / occupants of the premises in the manner as may be determined by the Facility Manager and / or the Promoter, as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. Such charges may vary and the Allottee/s agrees that it shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoter or towards the maintenance charges determined by such agency and / or the Promoter. It is agreed and understood by the Allottee/s that the cost of maintenance of the said Building shall be borne and paid by the Allottee/s of the units / premises in the said Building alone;
- (d) The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Manager, including without limitation, payment of the Allottee/s’ share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Land and / or the said Building constructed thereon.

11. **Formation of the Society:**

- (a) The Promoter shall submit an application to the competent authorities to form a co-operative housing society comprising of the Allottee/s and

other allottees of units/premises in the Whole Project in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.

- (b) The Allottee/s shall, along with other allottees of premises/units in the Whole Project, 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, in respect of the Whole Project in which the allottees of the premises in the Whole Project alone shall be joined as members (“**the Society**”).
- (c) 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.
- (d) The name of the Society shall be solely decided by the Promoter.
- (e) The Society shall admit all purchasers of flats and premises in the said Building as members, in accordance with its bye-laws.
- (f) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Whole Project, if any.
- (g) Post execution of the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Whole 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.
- (h) Post execution of the Society Transfer (as defined below), the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale/allotment or transfer of the unsold premises in the Whole Project, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1000/- (Rupees One Thousand) per month in respect of each unsold premises towards the outgoings.
- (i) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates &

Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the said Society and their respective members/intended members including the Allottee/s, as the case may be, and the Promoter shall not be liable toward the same.

12. **Transfer to the Society:**

- (a) Within 3 (three) months from the date on which (a) the Promoter has sold all apartments/flats in the Whole Project and the Promoter has received the entire sale price and other monies from all allottees in the Whole Project and (b) the Occupation Certificate with respect to the Whole Project is issued, whichever is earlier, the said Building along with the common areas, facilities and amenities described in the **Fourth Schedule** and **Fifth Schedule** hereunder written shall be transferred to the Society vide a registered indenture of transfer/conveyance, in accordance with the applicable law and the Promoter shall also cause transfer, as may be permissible under applicable laws, of the said Land (or the Plot B, as the case may be) in favour of the Society ("**Society Transfer**"). The Society shall be required to join in execution and registration of the Society Transfer.
- (b) The costs, expenses, charges, levies and taxes on the Society Transfer and the transaction contemplated thereby including stamp duty and registration charges with respect to the Society Transfer 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 Society alone including the Allottee/s and the Promoter shall not be liable toward the same. Post the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Whole Project including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

13. The Promoter has informed the Allottee/s 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/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s alongwith other purchasers of flats/units/premises in the Whole Project and /or the said Land, and the Allottee/s 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 Whole Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the allottees of flats/units/premises in the Whole 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:**

- (a) The Promoter hereby represents and warrants to the Allottee/s 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 clear and marketable title and has the requisite rights to carry out development upon the said Land in the manner as setout above and also has actual, physical and legal possession of the said Land;
 - (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 save and except those disclosed to the Allottee/s;
 - (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project save and except those disclosed to the Allottee/s;
 - (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 Whole Project, shall be obtained by following due process of law and the Promoter have 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 have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
 - (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 / or the said Premises, which will, in any manner, affect the rights of Allottee/s 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/s in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the Society Transfer, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project and Whole Project as detailed in the **Fourth Schedule** and **Fifth Schedule** respectively 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/Whole Project to the competent Authorities till the Society Transfer 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 said Land) has been received or served upon the Promoter in respect of the said Land and/or the Project except those disclosed to the Allottee/s.
15. The Allottee/s, 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:
- (a) To maintain the said Premises at the Allottee's own cost in good and tenable 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/Whole Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and the Promoter.
 - (b) 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/Whole 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/Whole Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project /Whole Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
 - (c) 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/s 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/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- (d) 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/Whole 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;
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Real Estate Project/Whole 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;
- (f) 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/ Whole Project in which the said Premises is situated.
- (g) 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.
- (h) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, instalments of Sale Price, as required to be paid under this Agreement.
- (i) Bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by any concerned local authority and/or government and/or other public authority on account of change of user of the premises by the Allottees for any purposes other than for purpose for which it is sold.
- (j) Not to change the user of the said Premises without the prior written permission of the Promoter and Society;
- (k) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Price and all other amounts payable by the Allottee/s 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/s 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/s shall be entitled to effectuate such transfer only with the prior written permission of the

Promoter.

- (l) The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s 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.
- (m) The Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project /Whole Project or any part thereof to view and examine the state and condition thereof.
- (n) It is agreed that the said Premises shall be of R.C.C. structure with normal brick / block wall / dry wall with gypsum / putty / cement plaster. The Allottee/s hereby agrees that the Promoter may, if required due to any structural reasons convert any brick / block wall / dry wall in the said Premises into a load bearing R.C.C. wall or vice versa and the Allottee/s hereby further agrees and irrevocably consents not to dispute or object to the same. The Allottee/s, along with any and all purchasers of the flats and premises of the said Building, are strictly prohibited to make any structural changes internally in the concrete structure i.e. walls, columns, beams and slabs, which may result into temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the said Building. The said Premises shall be bare shell (with windows and entrance door) and shall not contain any amenities within it save and except those set out in the **Sixth Schedule** hereto. The Allottee/s hereby agrees, declares and confirms that the said Premises shall be bare shell (with windows and entrance door) and shall not contain any amenities within it. The Promoter shall not be liable, required and / or obligated to provide any other specifications, fixtures, fittings and / or amenities in the said Premises or in the said Building.
- (o) The Allottee/s agrees and covenants that the Allottee/s and / or any other person shall not load in the said Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than as is prescribed in the fit-out guidelines as described hereinbelow. The Allottee/s shall be responsible to apply and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out at his/her/its/their costs and expenses. Accordingly, the Promoter shall provide electrical, plumbing and drainage connectivity upto the said Premises (high side) and hand over the said Premises without any interior walls, flooring and finishes. The Allottee/s confirm that no structural changes and / or structural alterations of any nature whatsoever shall be made by the Allottee/s.

- (p) Not to affix any fixtures or grills on the exterior of the said Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Premises and the Allottee/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottee/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottee/s has affixed fixtures or grills on the exterior of his / her / their / its premises for drying clothes or for any other purpose or that the Allottee/s has affixed a grill having a design other than the standard approved design, the Allottee/s shall immediately rectify / dismantle the same so as to be in compliance with his / her / their / its obligations as mentioned herein.
- (q) Not to affix air conditioner/s at any other place other than those earmarked for fixing such premises so as not to affect the structure, façade and/or elevation of the said Building in any manner whatsoever. The Allottee/s shall not install a window Air-conditioner within or outside the said Premises. If found that the Allottee/s has affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, the Allottee/s shall immediately rectify/dismantle the same so as to be in compliance with his/her/their/its obligations as mentioned herein.
- (r) To keep the sewers, drains and pipes in the said Premises and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the said Building and the Allottee/s shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or of the Society.
- (s) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not cover / enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the FSI potential of the said Land.
- (t) Not to do or permit to be done any renovation / repair within the said Premises without prior written permission of the Promoter. In the event of the Allottee/s carrying out any renovation / repair within the said Premises, without prior written permission and /or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the said Building on account of such renovation / repair.
- (u) Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter and/or the said Society and of the SRA, the MCGM and other concerned authorities.

- (v) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises / the said Building in any manner whatsoever.
- (w) 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 the said Building.
- (x) Not to do or permit to be done any act or thing which may render void or violable any insurance of the said Land and / or the said Building in which the said Premises is situated or any part thereof or whereby an increased premium shall become payable in respect of the insurance.
- (y) To abide, observe and perform all the rules and regulations which the Society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Premises therein and for observance and performance of the building rules and regulations for the time being in force of the concerned local authority and of Government and other public bodies and authorities. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Premises in the said Building on the said Land and the Allottee/s shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.
- (z) Not to violate and to abide by all rules and regulations framed by the Promoter / its designated Facility Manager and / or by the said Society, for the purpose of maintenance and up-keep of the said Building and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises (the **"Fit-out Guidelines"**)
- (aa) The Allottee/s shall never in any manner enclose any flower beds / planters / ledges / pocket terrace/s / deck areas ornamental projects / dry yards / service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed including installing any temporary or part shed or enclosure and shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.
- (bb) Shall not do either by himself / herself / itself or any person claiming through the Allottee/s anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building.
- (cc) Shall not display at any place in the said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or

any paper on the walls of the said Building or common area therein or in any other place or on the window, doors and corridors of the said Building.

- (dd) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.
- (ee) Shall not park at any other place and shall park all cars in the said Car Parking Space only as may be permitted / allotted by the Promoter.
- (ff) To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises.
- (gg) The Allottee/s shall permit the Promoter and their surveyors and agents and assigns with or without workmen and others at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said Building. The Allottee/s is aware that the main water/drainage pipes of the said Building may pass through certain areas within the said Premises. The Allottee/s agrees that he/she/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall they in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes in any manner howsoever. The Promoter /the Facility Manager and/or their respective workmen, staff, employees, representatives and agents, shall, at all times, be entitled to access such areas within the said Premises for the purpose of maintenance, repair and upkeep of the water pipes and the Allottee/s hereby gives his express consent for the same.
- (hh) The Allottee/s is aware and acknowledges that the Promoter are entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the flats and apartments, garages or other premises as herein stated comprised in the said Building and the Allottee/s undertakes that it shall not be entitled to raise any objection with respect to the same.
- (ii) The Allottee/s has been appraised of the terms and conditions of the deeds, documents, approvals, permissions, no objections, etc., referred to in this Agreement and the same shall be fully binding on the Allottee/s.
- (jj) The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Land.

- (kk) The Promoter shall be entitled to construct site offices/sales lounge in the said Land or any part thereof and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Land or any portion thereof is leased to the Society until the entire development on the said Land is fully completed.
16. It is agreed that as and when the Promoter enters into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all Utilities (as defined hereinafter) or any of them, then in that event the Allottee/s herein shall procure such Utilities only from the Promoter or any person as may be nominated by the Promoter in that behalf, as the case may be, and pay such amount as may be fixed by the Promoter or its nominee, to the Promoter or to its nominee, as the case may be. This term is the essence of this Agreement. For the purposes of this Clause, "**Utilities**" refers to gas, water, electricity, telephone, cable television, internet services and such other service of mass consumption as may be utilized by the Allottee/s on a day-to-day basis. It is further clarified that this Clause shall not be interpreted / construed to mean that the Promoter is obligated / liable to provide all or any of the Utilities whether or not the Promoter has entered into agreements / arrangements with any person, or otherwise the Promoter is in a position to provide all Utilities or any of them.
17. The Promoter and/or any professional agency appointed by it shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the said Building and / or the said Land and that the costs and expenses together with applicable taxes thereon for the same shall be borne and paid by the Allottee/s as may be determined by the Promoter and / or such professional agency.
18. The Allottee/s hereby nominates the persons as set out in the **Third Schedule ("the said Nominee")** as his / her / their / its nominee in respect of the said Premises. On the death of Allottee/s, the said Premises shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate / Succession Certificate/Letter of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter.
19. It is agreed that the Allottee/s shall be entitled to avail loan from a Bank and to mortgage the said Premises by way of security for repayment of the said loan to such Bank only with the prior written consent of the Promoter. The Promoter will grant their no objection, whereby the Promoter will express it's no objection to the Allottee/s availing of such loan from the Bank and mortgaging the said Premises with such Bank, provided however, the Promoter shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such Bank in respect of the said

Premises of the Allottee/s shall not in any manner jeopardise the Promoter's right to receive full consideration and other charges and to develop the balance of the larger property and such mortgage in favour of such Bank shall be subject to Promoter's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank undertaking to make payment of the balance purchase price of the said Premises directly to the Promoter as per the schedule of payment of the Sale Price as setout herein above and such confirmation letter shall be mutually acceptable to the parties hereto and to the said Bank.

20. The Allottee/s hereby represents and warrants to the Promoter that:
- (a) he / she / they / it is / are not prohibited from acquiring the said Premises and said Car Parking Space under any applicable law or otherwise;
 - (b) he / she / they / it has / have not been declared and / or adjudged to be an insolvent, bankrupt etc., and / or ordered to be wound up or dissolved, as the case may be;
 - (c) no receiver and / or liquidator and / or official assignee or any person is appointed in the case of the Allottee/s or all or any of his / her / their / its assets and / or properties;
 - (d) none of his / her / their / its assets / properties is attached and / or no notice of attachment has been received under any rule, law, regulation, statute etc.;
 - (e) no notice is received from the Government of India (either Central, State or Local) and / or from any other Government abroad for his / her / their / its 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;
 - (f) no execution or other similar process is issued and / or levied against him / her / them and / or against any of his / her / their / its assets and properties;
 - (g) he / she / they has / have not compounded payment with his / her / their / its creditors;
 - (h) he / she / it / they is / are not convicted of any offence involving moral turpitude and / or sentenced to imprisonment for any offence not less than 6 (six) months;
 - (i) he / she / it / they is / are not an undesirable element and will not cause nuisance and / or cause hindrances in the completion of the project and / or anytime thereafter and will not default in making payment of the amounts mentioned in this Agreement;
 - (j) The Allottee/s is/are in a good financial position to pay the Sale Price and the Installments in the manner as stated in this Agreement without any delay or default and shall as and when called upon by the Promoter provide such security as may be required by the Promoter towards the

payment of the Sale Price and the Installments.

21. It is abundantly made clear to the Allottee/s who is a non-resident/foreign national of Indian Origin, that in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/s agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.
22. The Promoter shall maintain a separate account in respect of sums received from the Allottee/s 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.
23. 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/Whole Project and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him 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 Society Transfer is executed.
24. **Mortgages and charges:**
 - (a) Notwithstanding anything contrary to clauses contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoter) and notwithstanding the Promoter giving any no objection / permission for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages / charges / lien of or on the said Premises, the Promoter shall have the first and exclusive charge on the said Premises and all the right, title and interest of the Allottee/s under this Agreement for recovery of any amount due and payable by the Allottee/s to the Promoter under this Agreement or otherwise.
 - (b) The Allottee/s agrees, acknowledges and undertakes that the Promoter, are entitled to and have obtained / are in the process of obtaining loans from various banks and / or financial institutions and create such securities with respect to any and all their right, title benefits and interest in the Real Estate Project or any part thereof, as

may be solely decided by the Promoter, and the Allottee/s takes notice that a No Objection Certificate may be required from such banks and financial institutions for creation of any encumbrances on the said Premises. The Allottee/s agrees and undertakes to the same and further agrees that the Allottee/s shall not create any encumbrances over the said Premises till such time an NOC in writing is received from such banks and financial institutions.

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

25. Binding Effect:

- (a) Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the Schedules 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/s 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/s 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/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

26. Entire Agreement:

- (a) 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.

27. Right to Amend:

- (a) This Agreement may only be amended through written consent of the Parties.

28. Provisions of this Agreement applicable to Allottee/s /subsequent allottees:

- (a) 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 Real Estate 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.

29. **Severability:**

- (a) 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.

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

- (a) Wherever in this Agreement it is stipulated that the Allottee/s has / have to make any payment, in common with other Allottee(s) in Real Estate Project and/or Whole 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 and/or Whole Project.

31. **Further Assurances:**

- (a) 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.

32. **Place of Execution:**

- (a) The execution of this Agreement shall be complete only upon its execution by the Promoter through their respective authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Mumbai City, after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

33. **Notices**

- (a) All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promote by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified in the **Third Schedule**. It shall be the duty of the Allottee/s and the Promoter to inform each other of any

change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s; as the case may be.

34. The Allottee/s 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.
35. **Joint Allottees:**
 - (a) That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
36. **Stamp Duty and Registration:**
 - (a) The Allottee/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises and said Car Parking Space, including applicable stamp duty and registration charges on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee/s' account.
 - (b) The Allottee/s 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.
37. **Dispute Resolution:**
 - (a) Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.
38. **Governing Law:**
 - (a) This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.
39. **Permanent Account Number**
 - (a) The Permanent Account Number of the Parties are as set out in the **Third Schedule** hereunder written.
40. **Interpretation:**

- (a) In this Agreement where the context admits:
- (i) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
 - (ii) any reference to the singular shall include the plural and vice-versa;
 - (iii) any references to the masculine, the feminine and the neuter shall include each other;
 - (iv) any references to a “company” shall include a body corporate;
 - (v) the word “Business Day” would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;
 - (vi) the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to clauses, sections and schedules are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;
 - (vii) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
 - (viii) the expression “the Clause” or “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
 - (ix) each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
 - (x) in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to

be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;

- (xi) the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (xii) references to a person (or to a word importing a person) shall be construed so as to include:
 - a. an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/ separate legal entity);
 - b. that person’s successors in title and permitted assigns or transferees in accordance with the terms of this Agreement; and
 - c. references to a person’s representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- (xiii) where a wider construction is possible, the words “other” and “otherwise” shall not be construed ejusdem generis with any foregoing words.

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

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:
(Description of the said Larger Land)

All those pieces and parcels of land admeasuring approximately [●] square meters bearing Survey No. 24 Hissa No. 4, Survey No. 113, Hissa No. 1 and Survey No. 23, Hissa No. 4 of Village Chakala and bearing CTS Nos. 528, 528/1 to 528/17, 529, 529/1 to 529/32 and 535 of Village Chakala, Taluka Andheri, Mumbai Suburban District situate, lying and being at Andheri (East), Mumbai – 400 099 and bounded as follows:

- On or towards the East : CTS No. 521 and Existing Khan Shamshuddin Marg
- On or towards the South : CTS No. 524, 525/1A/2, 527
- On or towards the West : CTS No 525/1A/2
- On or towards the North : CTS No. 521/1A/1

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:
(Description of the Land)

All that piece or parcel of land admeasuring [●] square meters forming part of the Larger Land and bounded as follows:

- On or towards the East : CTS No. 521 and Existing Khan Shamshuddin Marg
 On or towards the South : SubPlot A
 On or towards the West : CTS No 525/1A/2
 On or towards the North : CTS No. 521/1A/1

THE THIRD SCHEDULE ABOVE REFERRED TO
(Meaning of the Terms and Expressions)

Sr. No.	Terms and Expressions	Meaning
1.	The said Premises	Flat No. «Flat_No» admeasuring about _____ square metres equivalent to approximately _____ square feet carpet area as per RERA Act on the « Floor » floor (i.e. «Habitable_Floor» habitable floor including the Girder / Mechanical / Service / Refuge floor level / Parking Lobby, Amenity Levels) of the said Building.
2.	The said Car Parking Space	[●]
3.	The Sale Price of the said Premises	Rs. «Sale_Price_Rs»/- (Rupees «Sale_Price_in_words»)
4.	The Sale Price of the said Car Parking Space	Rs. «Sale_Price_Rs»/- (Rupees «Sale_Price_in_words»)
5.	The Sale Price	Rs. «Sale_Price_Rs»/- (Rupees «Sale_Price_in_words»)
6.	Name of the Account for payment of Sale Price	Account No.
7.	Completion Date	[●]
8.	The said Nominee	Name : __«Name_1»_____ Relationship with Allottee/s : «Name_1»_____ Address of Nominee : __«Name_1»_____
9.	Name, address and email of the Allottee/s for the purposes of this Agreement	[●]
10.	Name, address and email of the Promoter for the purposes of this Agreement	[●]
11.	Permanent Account	Promoter's PAN – [●]

	Number	Allottee/s PAN – [•]
12.	Architects for the development of the said Land	[•]
13.	RCC Consultants	[•]

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Description of the Common Areas, Facilities and Amenities in the Real Estate Project)

[•]

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Description of the Common Areas, Facilities and Amenities in the Whole Project)

[•]

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Description of the Amenities in the said Premises)

[•]

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(Schedule of payment of Instalments of the Sale Price by the Allottee/s to the Promoter)

Sr. No.	Milestone	Percentage	Amount
1.	On or before the execution of this Agreement	20%	[•]
2.	On completion of Plinth	15%	[•]
3.	Proportionate [•] installments upon casting of relevant slabs	25%	[•]
4.	Completion of the windows and entrance door of the said Premises	5%	[•]
5.	Completion of the staircases, lift wells, lobbies up to the floor level of the said Premises	5%	[•]
6.	Completion of External Plumbing, External Plaster, elevation, terraces with water proofing of the Real Estate Project	5%	[•]

7.	Completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain of the Real Estate Project	10%	[•]
8.	At the time of handing over of the possession of the said Premises to the Allottee/s on/after receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project	Balance Amount	[•]

THE EIGHTH SCHEDULE ABOVE REFERRED TO

(being the amounts to be paid by the Allottee/s in accordance with this Agreement)

Sr. No	Particulars	Amount
1	Charges towards formation and registration of the Society, along with applicable taxes;	[•]
2	Deposit towards water, electricity, and other utility and services connection charges;	To be paid to the utility supplier at actuals
3	All legal costs, charges and expenses (taxes to be paid separately by the Allottee/s at applicable rates);	[•]
4	Development charges (taxes to be paid separately by the Allottee/s at applicable rates);	[•]

THE NINTH SCHEDULE ABOVE REFERRED TO

(being the amounts to be paid by the Allottee/s in accordance with this Agreement)

Sr. No	Particulars	Amount
1	Share application money of the Society	[•]
2	Corpus fund contribution	
3	Proportionate share of taxes and other charges/levies in respect of the Society (taxes to be paid separately by the Allottee/s at applicable rates)	[•]
4	Deposit towards provisional monthly contribution towards outgoings of the Society (taxes to be paid	[•]

	separately by the Allottee/s at applicable rates)	
--	---	--

SIGNED SEALED AND DELIVERED by the)
 within named **M/S. RENAISSANCE SPACES**)
through the hand of its Director)
/Authorised Signatory [●])
 in the presence of ...)
 1.)
 2.)

--	--

Photograph/Left Thumb Impression

SIGNED AND DELIVERED BY THE)
 Within named **PURCHASER/S**)
)
)
 in the presence of _____)
 1.)
 2.)

--	--

Purchaser
 Photograph/Left Thumb Impression
 Impression

--	--

Purchaser
 Photograph/Left Thumb

RECEIPT

RECEIVED of and from the Allottee above named the sum of Rs. _____/-
 (Rupees _____ only) as part payment towards the
 Sale Price under this Agreement.

WE SAY RECEIVED
For M/S. RENAISSANCE SPACES

(_____)
Authorized Signatory

Witnesses:

- 1.
- 2.

=====
DATED THIS ____ DAY OF _____, 20__
=====

BY AND BETWEEN

M/S. RENAISSANCE SPACES

... The Promoter

AND

Mr./Mrs/Miss/Master/M/s. _____

... THE ALLOTTEE/S

AGREEMENT FOR SALE

M/S. WADIA GHANDY & CO.
Advocates, Solicitors & Notary
2nd Floor, N.M. Wada Building,
123, M.G. Road, Fort,
Mumbai 400 001
NL/NAR/10099