

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai, this ____ day of _____, in the Christian Year 2018.

B E T W E E N

M/S. DIMPLE CREATIONS, a Partnership Firm duly registered under the provisions of the Indian Partnership Act, having its Registered Office at Unit no 210, Wing –B, Western Edge II, Off. Western Express Highway, Behind Metro Mall, Borivali (East), Mumbai 400 066, hereinafter called **“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 the said firm, the survivor or survivor of them, the heirs, executors and administrators of the last surviving partner, their successors and assigns) of the **ONE PART**;

AND

1) **SHRI / SMT /M/S.** _____; having their address at _____, hereinafter referred to as **“THE ALLOTTEE/S”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs, executors and administrators) of the **OTHER PART**;

WHEREAS:-

- a) By an Indenture made at Bombay on 22nd day of June, 1959 duly registered at the office of the Sub-Registrar of Bombay on 28th July, 1959 vide No.BOM 4575 of 1959, 1) Shri Mansukhlal Shambhulal Shah, 2) Waghaji Shambhulal Shah and 3) Sobhagchand Shambhulal Shah, the Vendors therein with the confirmation of Fakhruddin Mohamadalli and Adamali Mohamadalli, the Confirming Party therein, have sold, transferred, assigned and conveyed and 1) Salmabai Fakruddin & 2) Khatijabai Adamali, the Purchasers therein, have purchased and acquired the piece and parcel of land admeasuring 1780 sq.yards out of Survey No.111, Hissa No.1 at Village Borivali, Taluka Borivali Mumbai Suburban District (hereinafter referred to as **“THE SAID ORIGINAL PROPERTY”**).
- b) That the said 1) Salmabai Fakhruddin & 2) Khatijabai Adamali were in possession of the said Original Property during their lifetime.
- c) That the said Salmabai Fakruddin died intestate on 24.02.1979 at Mumbai leaving behind i) Shri Fakruddin M. Mohamadalli Slatewala (husband), ii) Shri Abdulkader F. Slatewala (Son), iii) Smt. Rashida M. Kagalwala

(Daughter), iv) Shri Yusuf F. Slatewala (Son), v) Mohamadi F. Slatewala (Son), as her only heirs and legal representatives as they were governed under Mohammedan law at the time of her death.

- d) That the said Mohamadi F. Slatewala died intestate on 05.05.1998 leaving behind (i) Mrs. Zubeda M. Slatewala W/o late Mohamadi Slatewala, (ii) Shri Hussain M. Slatewala (son) and iii) Ms. Jainab M. Sopara (daughter) as his only heirs and legal representatives as they were governed under Mohammedan law at the time of his death.
- e) That the said Khatijabai Adamali died on 01.11.1994 at Mumbai leaving behind (i) Shri Adamali M. Slatewala (husband), (ii) Ms. Asma M. Babuji (daughter), (iii) Ms. Zainab A. Slatewala, (daughter), (iv) Dr. Shirin T. Shikari (daughter), (v) Shri Heptulla A. Slatewala (Son) and (vi) Shri Yusuf A. Slatewala (son) as her only heirs and legal representatives as they were governed under Mohammedan Law at the time of her death.
- f) Under the premises aforesaid (i) Shri Fakruddin M. Mohamadalli Slatewala, (ii) Shri Abdulkar F. Slatewala, (iii) Smt. Rashida M. Kagalwala, (iv) Shri Yusuf F. Slatewala, (v) Mrs. Zubeda Mohamadi Slatewala, (vi) Shri Hussain Mohamadi Slatewala, (vii) Ms. Jainab M. Sopara, (viii) Shri Adamali M. Mohamadalli Slatewala, (ix) Ms. Asma M. Babuji, (x) Ms. Zainab A. Slatewala, (xi) Dr. Shirin T. Shikari, (xii) Shri Heptulla A. Slatewala, and (xiii) Shri Yusuf A. Slatewala are the only heirs and legal representatives of their respective predecessors in title.
- g) The Town Planning Scheme No. III is proposed in the area where the said original property is located, somewhere in the year 1981-1982 and notice to that effect is issued by office of the Arbitrator, Town Planning Scheme under Maharashtra regional & Town Planning Act, 1966 to Salmabai Fakruddin (since Deceased) and Khatijabai Adamali (since deceased) and they were informed that the said Original Property bearing Original Plot No.421 is allotted, Final Plot No. 660 under the said scheme.
- h) Under the scheme being finalized the Arbitrator of the Town planning No. III has allotted Final Plot No.641 admeasuring about 530.90 sq.mtrs. And Final Plot No.725, admeasuring about 491.25 sq.mtrs. both situated lying and being at Village Shimpoli, T.P.S. III Borivali, Taluka Borivali in the Registration District of Mumbai Suburban, against the said Original property (hereinafter referred to as **“THE SAID PLOTS”**).
- i) That by a Deed of Conveyance dated 17.10.2006 executed between the said Fakruddin Mohamadalli Slatewala and 12 others, therein jointly referred to as “the vendors” and M/s. Mega Developers, therein referred to as “the purchasers” did purchase the said Final Plot No.641 admeasuring about 530.90 sq.mtrs. and Final Plot No.725, admeasuring

491.25 sq.mtrs. of TPS III Borivali, Taluka Borivali, for the consideration mentioned therein, and the said Deed of Conveyance is registered at the office of the Sub Registrar Borivali –II under Serial No. 8173/2006 dated 17.10.2006.

- j) That by a Deed of Conveyance dated 18th day of December, 2012 registered before the Sub-Registrar of Assurances under Sr.No.BRL-5-10347-2012 made and entered into between the said M/s. Mega Developers, therein called as "The Vendors" of the One Part and Dimple Creations (the Promoter herein), therein called as "The Purchasers" of the Other Part, the said M/s. Mega Developers have sold, transferred and conveyed and the said Promoter have purchased and acquired the said Final Plot No.641 admeasuring about 530.90 sq.mtrs. of TPS III Borivali, Taluka Borivali, Mumbai Suburban District which is more particularly described in the **First Schedule** hereunder written (hereinafter referred to as the "**Said Property**") at or for the price and on the terms and conditions mentioned therein.
- k) That one M/s. Asha w/o. Satish Shetty had filed a Writ Petition bearing Writ Petition No.2092 of 2016 in the High Court of Judicature at Bombay Ordinary Original Civil Jurisdiction against M/s. Mega Developers and others including the Promoters herein seeking certain reliefs more particularly claimed therein. The said writ petition has been disposed off by the High Court as per Order dated 18th September 2018. However, the said Asha Shetty has filed a review petition for modifying the above said order. Review Petition (L) no 73 of 2018 in Writ Petition no 2092 of 2016.
- l) In the said circumstances the Promoter is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property.
- m) The Promoter got the building Plan sanctioned from the Municipal Corporation of Greater Mumbai and have obtained the Intimation of Disapproval u/s 346 of the Municipal Corporation Act, dated 19/08/2015 bearing No. CHE/WSII/0694/RI/337 (NEW) OF 2015- 2016 Dated 19th August 2015 for construction of the new building. The copy of the said IOD is hereto annexed and marked **Annexure "A"**.
- n) The subject matter of this Agreement is the said property bearing Final Plot No.641 admeasuring about 530.90 sq.mtrs. of TPS III Borivali, Taluka Borivali, Mumbai Suburban District and the Apartments / Units / Flats constructed thereon on the said building on the said property and shall for the sake of brevity be referred as "**Said Project / Real Estate Project**".
- o) The proposed building consists of Stilt (pt) + Ground (pt) + 1st to 7th upper floors consisting of the residential Flats by using the Plot FSI, and the FSI

available by concession on payment of premium and fungible F.S.I. & T. D. R. F. S. I.

- p) In accordance with the prevailing Development Control Regulations of Greater Mumbai, the Promoter are entitled to utilize and consume outside Floor Space Index by way of Transferable Development Rights, by treating the said property as a recipient Plot and as such will obtain outside TDR FSI, and on that basis the Promoter have got the building plans sanctioned accordingly and have planned out the development of the said property so that the Promoter can consume the same on the said property;
- q) The M.C.G.M has granted Commencement Certificate to the Promoter under reference no. CHE/WSII/0694/R1/337(NEW) Dated 20th August 2016. A copy of said Commencement Certificate is annexed hereto as **ANNEXURE "B"**. The Promoter have also obtained all other necessary approvals and permissions from the concerned authorities for the development of the said Property.
- r) The Promoter have appointed Mr. Manish Shah, registered with the Council of Architects as Architect. The Promoter have also appointed a Structural Engineer, Mr. Haresh L Patel for the preparation of the structural design and drawings of the building and the Promoter accept the professional supervision of the said Architect and the Structural Engineer till the completion of the building.
- s) By and under an Indenture Of Mortgage Cum Charge dated 24th January 2019 ("the Said Mortgage") made between Bajaj Housing Finance Limited ("BHFL") therein referred to as the Lender and the Promoter herein therein referred to as the Borrowers and registered with the office of the Sub-Registrar of Assurances at Borivali sunder serial no BRL -2 / 956/2019 dated 25th January 2019, the aforesaid BHFL has granted a project loan / credit against the said Property and the sale component in the Sale Building to be constructed thereon and mortgaged the same as a security for the loan / credit facility, at or for the terms and conditions therein contained.
- t) The Promoter alone have the sole and exclusive right to sell the flats and allocate the covered parking, in the said building to be constructed by the Promoter on the said property and to enter into agreements with the Allottee/s of the premises and to receive the sale price in respect thereof.
- u) The Allottee/s have demanded from the Promoter and the Promoter have given inspection to the Allottee/s of all the documents of title relating to the said land & property, the IOD, C.C i.e. the plans, designs and specifications prepared by the Promoter Architects and of such other

documents as are specified under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 and the rules made there under.

- v) The copy of Title Certificate issued by Advocate of the Promoter M/s ASD Associates, copy of Property Register Card showing the nature of the title of the Promoter to the said land & property on which the said premises are to be constructed, of the IOD and specifications of the premises agreed to be purchased by the Allottee/s approved by the concerned local authority have been annexed hereto and marked **ANNEXURE "C" (Colly.)**.
- w) While sanctioning the said plans, concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said property and the said building and upon due observance and performance of which only, the Completion and Occupation Certificate in respect of the said building shall be granted by the concerned local authority. The Promoter has accordingly commenced construction of the said building in accordance with the said plans.
- x) The Allottee/s has applied to the Promoters for allotment to them in the Sale Building of a Flat No.: ____ admeasuring ____sq.mtrs (____sq. ft. carpet area). on ____th floor, Carpet area which is more particularly described in the Second Schedule hereunder written (hereinafter referred to as **"the said Flat"**) of the proposed building known as **"AVENUE 641"** (hereinafter referred to as **"the said Building"**), of the said building constructed on the said Property.
- y) The said Flat shall hereinafter also be referred to as **"the said Premises"**, more particularly described in the **Second Schedule** hereunder written and shown in red colour hatched lines on the floor plans annexed hereto as **ANNEXURE "D"**.
- z) The term "Carpet Area" as defined under the said Act shall mean the net usable floor area of an Apartment, excluding the area covered by the external wall, area under the service shafts, exclusive balcony or verandh area and exclusive open Terrace area, but includes the area covered by the internal partition walls of the apartment.
- aa) The common amenities and benefits attached to the flats and or premises under development are as detailed and listed in the **Annexure "E"** hereunder this agreement. The promoter shall endeavour to provide the amenities of the same specifications as stated in the annexure. However, in the event amenities of the said specifications are not available in the market, the promoter shall provide amenities of similar brand/quality as

the circumstances may permit or their near substitutes at promoter's discretion.

- bb) The Promoter has registered the Project under the provisions of the said Act i.e. Real Estate (Regulation & Redevelopment) Act, 2016 (with the Real Estate Regulatory Authority at no. P51800014768. Section 13 of the said Act requires the Promoter to execute a written Agreement for Sale of said Premises with the Allottee/s, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.
- cc) The Promoters have registered the said project along with the amenities as an independent Real Estate Project.
- dd) On demand from the Allottee/s, the Promoters has given inspections to the Flat Allottee/s of all the documents of title relating to the said property, and the plans, designs and specifications prepared by the Promoters' Architect and of such other documents as are specified and/or required to be shown to Allottee/s under the Maharashtra Ownership Flats (Regulations of Construction, Sale, Management and Transfer) Act, 1963 and Real Estate (Regulation & Development) Act, 2016 hereinafter referred to as "The said Laws") and the Rules and Regulations made there under.
- ee) Under Section 4 of the MOFA read with Section 13 of RERA, the Promoters are required to execute a written Agreement for Sale of the said Premises with the Flat Allottee/s/s, being in fact these presents and also to register under the Registration Act.
- ff) The parties hereto are desirous of recording the terms and conditions on which the Promoters have agreed to allot and/or to sell the said flat and the Allottee/s has agreed to purchase the said flat in the manner hereinafter appearing:

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

1. PRELIMINARY INTRODUCTION

The recitals, schedules and annexures in and to this Agreement for Sale ("Agreement") form an integral and operative part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the transaction herein, this Agreement shall be read and construed in its entirety. The headings given in the operative section of this agreement are only for convenience and are not intended in derogation of RERA.

2. CONSTRUCTION OF THE PROJECT

- 2.1 The Promoter shall provisionally construct the said building comprising Stilt, Ground and Seven Upper Floors Residential on the Property described in the First Schedule hereunder written, as per the building plans sanctioned under I.O.D. No. CHE/WSII/0694/RI/337 (NEW) OF 2015- 2016 Dated 19th August 2015 with a provision to construct the Building in accordance with the plans, designs, specifications approved by the concerned local authority from time to time and which have been seen and approved by the Allottee/s.
- 2.2 The Promoter have obtained Commencement Certificate under ref. no. CHE/WSII/0694/R1/337(NEW) Dated 20th August 2016. The Promoter would purchase and credit T.D.R., additional FSI of 270 square meters from outside source being the total permissible T.D.R. FSI as may be permissible on the said property treating the same as a recipient plot or as may be required by the concerned local authority/the Government to be made in them or any of them.
- 2.3 It is agreed by the Allottee/s herein that the Promoter is constructing a Building known as "**AVENUE 641**" on the said plot (hereinafter referred to as "**the said Building**") in accordance with the plans, designs and specifications approved by the MCGM and other concerned local authorities as above stated and which have been inspected and approved by the Allottee/s with such variations, modifications and alterations as the Promoters may have considered subject to the certain changes required to be made for reasons beyond the control of the Promoters or which the Architect/ Engineer may have considered necessary or expedient and/or as shall be required by the concerned local authorities or the Government to be made in them or any of them, from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the said Premises of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.
- 2.4 The Allottee/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the Promoters to the property and he/she/they shall not be entitled to further investigate the title of the said property and no requisition or objection shall be raised on any matter relating thereto. The Allottee/s shall be deemed to have purchased the said Flat on the conditions set out in the recitals above and to have accepted the title thereto.

3. PURCHASE OF THE PREMISES AND SALE PRICE

- 3.1. The Allottee/s hereby agree to acquire Flat No. ____ on __**th** floor of the said Building admeasuring ____sq. mtr. (____sq.ft. carpet area) as defined under Real Estate (Regulation & Development) Act, 2016, more particularly

described in the Second Schedule hereunder written “**the said Premises/said Flat**” at or for the lump sum price of **Rs. _____/- (Rupees _____only)**. The above mentioned lumpsum price is including _____ car parking space. The said price is fixed on lump sum basis and has no bearings whatsoever on the actual measurement of the carpet area of the said premises, which is _____ sq. mtr. (_____ sq.ft. carpet area). The parties hereto agree and accept that if the carpet area of the Premises is reduced/increased due to structural columns and structural membranes and/or on account of design and construction variances, the Allottee/s shall not complain or raise any grievance on account of the said reduction/increase to the extent of 3% (three percentage). The Allottee/s shall be bound to accept such reduced/increased area and shall not complain or demand compensation for such reduced/increased area, provided such reduction/increase does not exceed a maximum of 3% (three percent), in which scenario (of such reduction/increase of more than 3%) the appropriate payment shall be made for such reduction/increase by the Allottee/s to the Promoters or vice-a-versa by taking into account the Sale Consideration for the said Premises. Further the Location plan showing the said Property is annexed hereto and marked as **Annexure “F”**. The Allottee/s has/ have ascertained the said area. The said Flat has been agreed to be sold together with the common area and facilities appurtenant to the said flat/premises and the limited common areas and facilities as detailed and listed in the **Annexure “E”** and the same shall be in proportion to the area of the said premises to the entire area of the said building. The Allottee/s shall have no claim over limited common area save and except as expressly granted. The Allottee/s have seen approved and accepted the amenities provided in the said premises prior to execution of this Agreement.

- 3.2. It is expressly agreed that the said premises shall contain specifications, fixtures, fittings and amenities as listed in the **Annexure "G"** and the Allottee/s confirms that the Promoters shall not be liable to provide any other specification, fixture, fittings and amenities in the said flat/premises. The Promoter shall endeavor to provide the amenities of the same specifications as stated in the annexure. However, in the event amenities of the said specifications are not available in the market, the promote shall provide amenities of similar brand /quality as the circumstances may permit or their near substitutes at promoter’s discretion.

4. ALLOTMENT OF PARKING

The Promoters have represented that it has allotted _____ car parking space to the Allottee/s and the Promoters shall handover/ allot all the balance available car parking areas to the Society or the Association of the various Allottee/s

to be formed as per the Rules and Regulations and Bye-laws and the Allottee/s shall abide by such Rules, Regulations and Bye-laws.

5. PAYMENTS

The Allottee/s hereby agrees to pay to the Promoters the said sale consideration of **Rs. _____/- (Rupees _____Only)** subject to deductions of Income Tax at source (TDS) under the applicable law. The Allottee/s has paid a sum of **Rs. _____/- (Rupees _____Only)** out of which an amount of Rs. _____/- will be considered as an earnest money (non refundable) on or before execution of this agreement as advance payment and hereby agrees to pay to the promoter the balance amount of **Rs. _____/- (Rupees _____Only)** excluding the applicable taxes and levies in the following manner:-

- a) Rs. _____/- (Rupees _____Only) On or before _____.
- b) Rs. _____/- (Rupees _____Only) On or before completion of Plinth.
- c) Rs. _____/- (Rupees _____Only) On or before completion of 1st Slab.
- d) Rs. _____/- (Rupees _____Only) On or before completion of 2nd Slab.
- e) Rs. _____/- (Rupees _____Only) On or before completion of 3rd Slab.
- f) Rs. _____/- (Rupees _____Only) On or before completion of 4th Slab.
- g) Rs. _____/- (Rupees _____Only) On or before completion of 5th Slab.
- h) Rs. _____/- (Rupees _____Only) On or before completion of 6th Slab.
- i) Rs. _____/- (Rupees _____Only) On or before completion of 7th Slab.
- j) Rs. _____/- (Rupees _____Only) On or before completion of Top Slab.
- k) Rs. _____/- (Rupees _____Only) On or before completion of Brick Work of Flats.
- l) Rs. _____/- (Rupees _____Only) On or before completion of Internal Gypsum Plaster of Flat.
- m) Rs. _____/- (Rupees _____Only) On or before completion of Flooring of Flat.

increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose such notification/order/rule/regulation 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.

- 5.2. The Allottee/s authorizes the Promoter to adjust / appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his 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 this payment in any manner.
- 5.3. The Allottee/s shall make the payment of the sale consideration in the following manner:
- i. 70% of the installment shall be made by cheque/demand draft drawn /pay order/wire transfer/any other instrument drawn in favour of **M/S. DIMPLE CREATIONS**, Account No. 0571102000016384 in the designated account maintained with IDBI Bank, BORIVALI (W) Branch with IFSC Code No. IBKL0000571 (hereinafter referred to as **“the Designated Account”**). The Promoter shall withdraw amounts from the Designated Account in accordance with the provision of Applicable Laws.
 - ii. **30% of every instalment** shall be made by cheque/demand draft drawn /pay order/wire transfer/any other instrument drawn in favour of **M/S. DIMPLE CREATIONS**, Account No. 0571102000006149 in the Promoter’s account maintained with IDBI Bank, BORIVALI Branch with IFSC Code No. IBKL0000571 (hereinafter referred to as **“the Promoter’s Account”**).
- 5.4. The aforesaid payments shall be made by the Allottee/s within 7 (seven) days of Notice in writing by the Promoters to be given as herein mentioned. Time as to payment shall be of the essence and 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 at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (**“the Interest Rate”**) on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate Notwithstanding anything contained anywhere else in this Agreement, the Promoter shall not be obliged to handover possession of the said Premises unless and until receipt of all amounts under this agreement by the Promoter.
- 5.5. Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause herein, and any other rights and remedies available

to the Promoter, either (a) on the Allottee/s committing default in payment on the due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their/its proportionate share of taxes levied by the concerned local authority and other outgoings) and/or (b) the Allottee/s committing 3 (three) defaults of payment of the instalment(s) of the Sale Consideration, the Promoter shall be entitled to, at its own option and discretion, terminate this Agreement. Provided that, the Promoter shall give a 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 the terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee/s fail 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, the Promoter shall be entitled to (i) deal with and/or dispose of or alienate the said Premises in the manner as the Promoter may deem fit without any reference or recourse to the Allottee/s; and (ii) the Promoter shall forfeit the entire earnest money (iii) be entitled to adjust and recover from the Allottee/s (a) Earnest money (a) liquidated damages along with any losses that may accrue to the Promoter, by reason of such termination including any diminution in sale price or market value of the said Premises prevailing at the time of termination, (b) brokerage fees (c) all other taxes and outgoings, if any due and payable in respect of the said Premises upto the date of Promoter Termination Notice, (d) the amount of interest payable by the Allottee/s in terms of this Agreement from the date of default in payment till the date of Promoter Termination Notice as aforesaid. Further, upon termination of this agreement, the Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall after deduction of the aforesaid Amounts, refund the balance amount of the Sale Consideration to the Allottee/s simultaneously, with the Promoter and the Allottee/s executing and

registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Allottee/s entirely. The Promoters is hereby irrevocably authorized to comply with all the formalities for execution and registration of the unilateral Deed of Cancellation (at the sole option of the Promoters), without the Allottee/s being a signatory thereto and the Allottee/s will not raise any objection or dispute in that regard. 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/or the car park/s and that the receipt of the said refund by cheque from the Promoter to the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accept/s or encash/s the cheque or not, will amount to the said refund and the refund amount accepted by the Allottee/s is in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises.

- 5.6. In addition to the aforesaid installments of the Sale Consideration, the Allottee/s shall also be liable to bear and pay Service Tax and VAT and/or GST or any other new taxes or any taxes under any nomenclature [including without limitation, if and as and when applicable, any such interest, penalty, levies and cesses and also all increases therein from time to time which shall be paid by the Allottee/s to the Promoters along with and in addition to each installment or as may be demanded by the Promoters. The time for payment of installments of the Sale Consideration as provided in the aforesaid clause and all the amounts including the amount for Service Tax, VAT, LBT, GST, etc., as applicable from time to time that the Promoters are entitled to receive from the Allottee/s as provided hereinafter, appearing in the agreement shall be the essence of this contract. Further, the Allottee/s shall pay each installment of the Sale Consideration to the Promoters after deducting therefrom 1% TDS as per the provisions of Section 194-1A of the Income Tax Act, 1961 and shall deposit the said amount to the credit of the Central Government and shall issue a TDS Certificate in favour of the Promoters in the prescribed Form No. 16B for the same, within 15 (fifteen) working days from the payment thereof.

Provided further that at the time of handing over the possession of the Premises if any such certificate is not produced, the Allottee/s shall pay such equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on producing such certificate within 1 (one) month of the possession by the Allottee/s.

Provided further that in case the Allottee/s fails to produce such TDS certificate within the stipulated period of 1 (one) month, the Promoter shall be

revenue or other tax or payment of a similar nature becoming payable by the Promoters and the stamp duty and registration charges, if any, on the documents to be executed under or in pursuance of this Agreement becoming payable by the Promoters the same shall be borne and paid by the Allottee/s in proportion to the Area of the said flat/premises agreed to be purchased by the Allottee/s and in determining such amount the decision of the Promoters shall be final, conclusive and binding upon the Allottee/s.

- 5.11. The Allottee/s shall pay all the amounts and monthly outgoings for the costs and expenses on the items that are more particularly described in the **Third Schedule** hereunder written.
- 5.12. In case of dishonor of any of the cheque/s issued by the Allottee/s, the Allottee/s shall without prejudice to the rights of the Promoters to take action against the Allottee/s as per law or as per the terms of this agreement for breach of the condition, pay Rs. 2000 /- per dishonour of cheque.

6. DISCLOSURES TO THE ALLOTTEE/S AND RIGHTS AND ENTITLEMENTS OF THE PROMOTER

- 6.1 Nothing contained in these presents shall be construed to confer upon the Allottee/s any right, title or interest of any kind whatsoever into or over or as a grant in law of the said Flat or the said building or any parts thereof such conferment or grant to take place only upon the transfer by formal document and execution thereof in respect of the said property or part thereof together with the said building to a Condominium or any other body to be formed by the Allottee/s of different premises as stated herein.
- 6.2 The Promoters hereby declares that presently total FSI of 668.20 sq.mtrs. (sanctioned FSI) has been sanctioned for consumption in the construction and development of "AVENUE 641". The Promoters expect additional FSI of 762.53 sq.mtrs. (additional FSI) by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said project. The Promoters proposes to consume FSI of 668.20 sq.mtrs of sanctioned FSI and additional FSI of 762.53 sq.mtrs., thus aggregating to 1430.73 sq.mtrs in the construction of the said Building.
- 6.3 In the event of there being any increase in the potential of the land under construction by the Promoters due to any notification/circular of the concerned authority and/or the implementation of the Development Control Regulations, 2034 (or any amendments/enactment etc. thereunder), the increase in the potential shall solely belong to the Promoters alone and the Allottee/s shall in

no event claim any right thereon or objection in that regard, as far as the Promoters comply with the provisions of the Act and take the consent of the Allottee/s in the Project. The Allottee/s undertakes and assures to give such declaration/consent/no-objection/ or any writing, as may be required, in favour of the Promoters for the aforementioned purpose.

- 6.4 The Promoters have informed the Allottee/s that they shall not be bound to obtain Building Completion Certificate from MCGM. The Allottee/s shall accept Occupation Certificate or part Occupation Certificate for the building consisting of the said Flat and will take possession of the said Flat upon the Promoters intimating the Allottee/s of they having made application for such occupation/part occupation certificate by making balance payment, and the premises is fit for use and occupation. The Certificate of the Architects of the Promoters to the effect that such occupation/part occupation certificate is issued shall be conclusive.
- 6.5 It is hereby expressly agreed and confirmed by the Allottee/s that the right of the Promoters to construct additional structure/s on the said property or any portion thereof or put up further additional floors on the said building now under construction or to amalgamate the said property with any other property and to carry out development thereon is an integral part of this Agreement for sale of the said premises to the Allottee/s and the Allottee/s will not in any manner object to the Promoters constructing such additional structures or carrying out any additional construction work on the said Buildings now under construction. The Allottee/s also agree/s and undertake/s to give full co-operation and all the facilities to the Promoters to carry out additional construction work on the building now under construction and/or construction of additional structures on the said property.
- 6.6 It is expressly agreed by and between the parties hereto that the Promoters, if they so desire are entitled to amalgamate the said property with any other adjoining plot/s and construct the building or buildings thereon as permissible by the concerned authorities even after the Society of the said Allottee/s of tenements in the said building is formed and registered until the conveyance as per law of the said property is granted to the said Society. The Society or any of its members shall not raise any objection and agree to grant their consents for the same as and when it may be required by the Promoters. The said Society shall enroll the premises Allottee/s of the buildings that may be constructed on the adjoining plots. The Promoters shall be entitled to consume FSI and other benefits of the said property and/or adjoining plot by constructing separate buildings of any or all the plots of separate wings of the building by intermingling the FSI and/or TDR or otherwise.

6.7 The Promoter alone shall have a right to make additions and alterations to the said building or any part or part thereof including the said flat/premises and also to raise or put up additional storey or storeys or structures on the open land or open part or parts of the said building including terraces at any time either before after transfer of the property and such right shall include the right to use the floor space index or the additional floor space which may be available in respect of the said plot or other land at any time in future or by use of TDR/FSI/fungible FSI and as may be permitted by MCGM and such additional Floor Space Index, additions, and alterations and additional structures or storeys shall always be and shall always deemed to be the sole property of the Promoters who shall be entitled to deal with or dispose of the same in any way they choose without any objection or hindrance from the Allottee/s and the Allottee/s hereby consent to the same. The Allottee/s hereby agrees that he will agree to the Allottee/s of such additional storey or structure being made members of the Co-operative Society. The Allottee/s shall not be allowed the use of the terrace and parapet walls of the terrace and the Promoters shall have the exclusive use of the said terrace and parapet walls till the said flat/premises is transferred to the Society subject only to the access thereto of the said Society to attend to any leakage from terrace and/or to the water tanks, lift machine room on the said terrace or any repairs to the same. The terrace on the top of the building including the parapet walls shall always be the property of the Promoters until the formation of the Society. The Agreement with the Allottee/s of the flat/premises in the said building shall be subject to the aforesaid rights of the Promoters who shall be entitled to use the said terrace including the parapet wall or any external wall for any purpose including the display of advertisement and signboard and the Allottee/s shall not be entitled to raise any objection or to seek any abatement in the price of the flat/premises agreed to be acquired by the Allottee/s and/or to any compensation of damages on the ground of inconvenience or any other ground whatsoever including obstruction of air and/or light. The Allottee/s hereby agrees that all necessary facilities, assistance and co-operation will be rendered by the Allottee/s to the Promoters to enable the Promoters to make any additions and alterations and/or to raise additional storey or storeys or structures in accordance with the plans sanctioned or which may be hereafter sanctioned by BMC and the Allottee/s hereby further agrees that after the proposed Co-operative Society is registered, the Allottee/s as members of such Society shall accord his/her consent to such Society for giving to the Promoters and give full facility, assistance and co-operation to enable the Promoters to make the said additions and/or alterations and/or additional storey or storeys or structures as aforesaid and to make the said additional

storey or storeys or structures which may be constructed by the Promoters and also for the aforesaid purpose to shift the present water tanks and lift machine room on the upper floors when so constructed and Allottee/s hereby consent to the same being done by the Promoters PROVIDED that as long as the Promoters do not in any way affect or prejudice the right hereby granted in favour of the Allottee/s the Promoters shall always be entitled to sell, assign and otherwise deal with or dispose of their rights, title and interest in the said land hereditaments and flat/premises and the building under construction and/or hereafter to be erected thereon.

- 6.8 It is hereby expressly agreed and provided that as long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Allottee/s in respect of the said Flat agreed to be purchased by the Allottee/s, the Promoters shall be at liberty to sell, assign, mortgage, encumber or otherwise deal with or dispose off their right, title or interest in the said property or in the building to be constructed by the Promoters. The mortgage or other encumbrances created by the Promoters shall be cleared by the Promoters on its own prior to giving possession of the said property to the proposed Co-operative Society or Association.
- 6.9 The Allottee/s shall permit the Promoters and their Surveyors and agents with or without workmen and all others at all reasonable time to enter into and upon the said flat/premises or any part thereof to view and examine the state and condition thereof and/or for the purpose of repairing any part of the building and/or the said flat/premises and/or for the purpose of making repairing, maintaining, rebuilding, clearing, lighting and keeping in order and good condition all service, lift, pumps, drains, pipes, cables, water cover, gutters, wires, part structures or other conveniences belonging to or used for the said building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires, etc. and for similar purposes and also for the purpose of cutting of the supply of water to the said flat/premises or any other flat/premises in case the Allottee/s or other Allottee/s or Allottee/s shall have made any default in paying his/her/their share of water charges/tax and any other expenses of similar nature incurred thereto.

7. DISCLOSURE ON SOURCE OF FUNDS

- 7.1 The Allottee/s declares and confirms that all the payments under this Agreement made by Allottee/s shall always be from the bank account of the Allottee/s /Joint Allottee/s only. In the event of any payment being made by the Allottee/s, from any other persons' account (excluding Joint Allottee/s) then the same shall be deemed to have been made by such other person at the

request and behest of the Allottee/s/Joint Allottee/s. It is agreed between the parties hereto that any payment made by any person other than the Allottee/s will not create any right, title or interest in the said Flat in favour of such other person

- 7.2 The Promoter herein has specifically informed the Allottee/s that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee/s to the Promoter, the Allottee/s shall be liable to provide the source of the amount paid by the Allottee/s to the satisfaction of such authorities or an agency. The Allottee/s hereby indemnifies the Promoter and continue to keep the Promoter indemnified against all the expenses, charges and payments arising out of failure of providing satisfactory reply to the statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authorities for any amount paid by the Allottee/s either from his own account or made through third party
- 7.3 In the event the Allottee/s is not able to satisfy the statutory Authorities about the source of the payment made to the Promoter then, the Promoter shall be entitled to withhold the possession of the said Flat or exercise the option to terminate the Agreement for Sale.
- 7.4 In the event of the termination of this Agreement at the option of the Promoter for aforesaid reason, then any amount which is found to be refundable over and above the amounts retained as and for mutually agreed liquidated damages such as the earnest money, interest on delayed payments any interest paid, due or payable, any other amount of non refundable nature, shall be refunded to the Allottee/s or Statutory Authority by the Promoter subject to any terms and conditions of any order issued by any of the statutory authorities or agency.

8. UNDERTAKINGS AND ASSURANCES OF THE ALLOTTEE/S

The Allottee/s covenant/s with the Promoters that HE/SHE/THEY:

- i. Shall not carry on any work in or use the said premises or permit the same to be used for any purpose whatsoever other than as a premises and what is prescribed by the Municipal Corporation of Greater Mumbai/SRA in its Bye-laws and Rules and Regulations nor for any purpose or in a manner which may or is likely to cause or be a source of nuisance or annoyance or disturbance or inconvenience to the Promoters or occupiers of the other premises in the same building or neighbouring properties not for any illegal or immoral purposes. The Allottee/s shall

use the stilt or open parking space only for purpose of keeping or parking the Allottee/s own vehicle;

- ii. Shall not at any time demolish or cause to be demolished the said premises or any part thereof agreed to be taken by the Allottee/s nor will the Allottee/s at any time make or cause any additions or alterations of whatsoever nature in or to the said premises or any part thereof;
- iii. Shall not enter or remain in the said property /Project Property or any portion thereof without the prior written permission of the Promoters and at their own risks. The Promoters shall not be responsible or liable for any damage, injuries, mishap, fatal or otherwise in respect thereof;
- iv. Shall pay the respective arrears of price payable by them, as soon as building is notified by the Promoters as complete within seven days of such notice served individually or put up at some prominent place in the building.
- v. After the possession of the said flat is handed over or after the flat is handed over for fit outs (whichever is earlier) to the Allottee/s and if any additions or alterations in or about or relating thereto are thereafter required to be carried out by the Municipality or competent authority, the Allottee/s agrees that such additions or alterations shall be allowed to be carried out by the Promoters at the own costs of the Promoters.
- vi. Shall always keep the said flat/premises purchased by the Allottee/s properly insured against loss or damage by the fire and/or any other risk and the Allottee/s shall not do or permit to do or permit to be done any act deed matter or thing which may render void or voidable the insurance effected on the property or render higher or increased premium to be payable in respect thereof. If any such higher premium becomes payable then the Allottee/s shall bear and pay the same. All the moneys as and when received by virtue of any such insurance shall be spent in rebuilding and/or repairing the premises. Whenever during the said term the said building or any part thereof shall be destroyed or damaged for any reason whatsoever the Allottee/s shall pay his/her their share for reinstating and repairing the same. The Allottee/s shall also pay his/her their proportionate share for keeping the said building in good and substantial repair and condition to the satisfaction of the Promoters;
- vii. Shall not obstruct, keep or store or permit to be obstructed kept or stored any goods, articles, things and other merchandise or to park or permit to be parked at any time any vehicles, wagons, cars, lorries, trollies, etc. in the compound of the said plot;

- viii. Shall not store in the said premises any goods of hazardous or combustible nature or which are too heavy to effect the construction or the structure of the said building;
- ix. Shall not close balconies or open space or any other space or make any alteration in the elevation and shall not put in any window ventilator or on the exterior of the said premises except at the entrance of the said premises a sign board or plate outside the same signifying his ownership of the same;
- x. Shall not throw dirt, rubbish, rags, waste or refuse or permit the same to be thrown in the passages, landing, staircases, corridors, sinks, baths or lavatories on the said building and the open spaces around the said building and in the like manner shall not store any article or merchandise in the said passages, landings, staircases and corridors in the said building and the open spaces around the said buildings;
- xi. Shall not decorate or paint the exterior of the said premises otherwise than in a manner agreed to by a majority of the tenement acquirers, occupiers or users of the premises comprised in the said building and failing such Agreement in the manner as near as may be to which the same was previously decorated or painted;
- xii. Shall not put Box grills protruding outside the external walls, or cover the flower bed.
- xiii. Shall not put window air conditioners,
- xiv. Shall not put up the outer units of the split air conditioners on the outer face of the external walls and place the same only in the ducts specifically provided to keep the same.
- xv. Shall observe and perform the terms, conditions and covenants contained in this Agreement so far as the same are not required to be observed and performed by the Promoters and to indemnify and keep indemnified the Promoters against the non-observance and non-performance of the said terms, conditions and covenants except so far as the same ought to have been observed and performed by the Promoters;
- xvi. That the Promoters shall not be liable to execute any separate legal transfer in respect of the said flat/premises in favour of the Allottee/s;
- xvii. That so long as each flat/premises in the building shall not be separately assessed for municipal charges and water tax, the Allottee/s shall pay a proportionate to the carpet area of the premises of the water tax and Municipal taxes and maintenance charges assessed on the whole building PROVIDED HOWEVER that if any special taxes and/or rates are demanded by Mumbai Municipal Corporation or any other authority

by reason of any permitted use of the said premises and road, the Allottee/s and other Allottee/s shall observe and perform all rules and regulations of Municipal Corporation of Greater Mumbai and other statutory bodies and shall indemnify and keep indemnified the Promoters against any loss or damages;

- xviii. Shall maintain at his/her own costs the said flat/premises agreed to be acquired by him/her/them in the same good condition state and order in which it is delivered to him/her/them and shall abide by all the bye-laws, rules and regulations of the Government, Municipal Corporation of Greater Mumbai and Reliance Energy/Tata Power or any other Competent Authority and shall attend, answer and be responsible for call notices, violations of any of the condition for the observance and performance of the said rules and bye-laws;
- xix. Shall keep the said flat/premises and walls and partition walls, sewers, drains, lift, pump and appurtenances thereto in good tenantable repairs and conditions and in particular so as to support shelter and protect the various parts of the building;
- xx. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Premises until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up.
- xxi. 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 Flat/Premises/Building in any manner whatsoever;
- xxii. Not to hang clothes on the windows/railings, throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Flat/Premises in the compound or any portion of the project land and the building.
- xxiii. The Allottee/s is/are informed by the Promoters that the arrangement for water supply has been made as per prevailing rules and regulations of MCGM at the time of sanction of water connection and subject to the undertakings which may be required to be given by the Promoters and/or on behalf of the Promoters to BMC and subject to any terms and conditions, which may be stipulated by BMC. In spite of this, if any shortage of water supply occurs, the Promoters shall not be liable for the same and shall not be liable to supply any additional pumps or tanks or any other thing or make any additional or other arrangements in that behalf. Any deposit or deposits required to be paid by the Promoters to MCGM in that behalf or to be paid by the Promoters, out of the deposits to be paid by the Allottee/s to the Promoters hereunder and if the

Promoters shall pay the said deposits or any of them or any part thereof out of their pocket, they shall be entitled to reimburse themselves for such payments out of the said deposits as and when collected and without prejudice to other rights and remedies of the Promoters.

xxiv. The Allottee/s agrees to sign and deliver to the Promoters before taking possession of the said flat/premises all writings, and Papers as may be reasonably necessary and required by the Promoters including possession letter, electric meter transfer forms and other papers necessary or expedient for formation and registration of the Society or any other organization.

xxv. The Allottee/s agrees and undertakes on demand to do, execute and deliver and cause to be done, executed and delivered all acts, deeds, things, matters, documents, letter, writings and papers as may be reasonably required by the Promoter for further better or more perfectly affecting or carrying out the provisions hereof or for protecting or preserving the rights and interest of the Promoters for securing the due fulfillment of the provisions hereof on the part of the Allottee/s.

xxvi. The Allottee/s hereby further agree/s and confirm/s with the Promoters if there is any additional liability over and above the amount/s deposited and/or to be deposited by the Allottee/s in pursuance of this agreement and interest earned thereon (if any), then all such liabilities will be borne, paid and discharged by the Allottee/s upon being called upon to do so by the Promoters without any delay or default. The Allottee/s further agree/s and confirm/s that the aforesaid obligation to pay any further or other amounts towards the Sales Tax, GST and the Service Tax, interest, and penalty will be a charge on the right, title interest, claim and demand by the Allottee/s in respect of the said premises agreed to be purchased by the Allottee/s.

9. DEFECT LIABILITY

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

Allottee/s to receive from the Promoter, compensation for such defect in the manner as provided under the Act;

- 9.2 Provided however, that the Allottee/s shall not carry out any alterations of whatsoever nature in the said apartment or phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.
- 9.3 That it shall be the responsibility of the Allottee/s to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.
- 9.4 Further where the manufacturer warranty as shown by the Promoter to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same.
- 9.5 That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.
- 9.6 That the Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 9.7 It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of

the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

- 9.8 On taking over the said flat by the Allottee/s of the said premises the Allottee/s shall not be entitled to make and shall not make any claim, objection, contention, or proceedings against the Promoters regarding the said building or the said flat/premises or any part thereof or any item thereof or in respect of anything connected with the same including quality of construction, materials and additions or alterations, etc. or which may be alleged not to have been carried out or completed or of defective workmanship and all such claims, contentions and objections, if any, shall be treated and deemed to have been extinguished and/or waived as the Allottee/s have been inspected the ready flat/premises and the whole property.

10. RIGHTS IN THE SAID FLAT AND COMMON AREA

- 10.1 The Allottee/s shall have no claim or right to any part of the said property and also to any part or parts of the said building other than the said flat/premises agreed to be taken by him/her/them. All lobbies, staircases, remain the property of the Promoters until the whole property is assigned and transferred to the Co-operative Society or any other Association as the case may be as herein mentioned but subject always to the rights, reservations, covenants and easements in favour of the Promoters as herein provided.
- 10.2 The Promoters shall be entitled to give terrace adjoining to any of the flat/premises to the Allottee/s thereof for his/her/their exclusive use as "Terrace Flat" and the Allottee/s of the other flat/premises shall not be entitled to raise any objection to the same.
- 10.3 All other unsold flats, portion of the said building and common area and amenities shall always be the sole and absolute property of the Promoters till the time of the said building is transferred to the society. The Allottee/s hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Promoters to deal with and dispose of all other unsold flats/units in the manner deemed fit by the Promoters without any consent or concurrence of the Allottee/s or any other person.

11. EVENT OF DEFAULT AND CONSEQUENCES

- 11.1. Notwithstanding what is stated above, it is agreed that on the Allottee/s committing default in the payment of the consideration amount or any other amount which becomes due and payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement, including his/her proportionate share of taxes levied by concerned local authorities and other outgoings and/or on the Allottee/s committing breach of any of the terms and

conditions herein contained, the Promoter shall be entitled, at its own option, to give to the Allottee/s 15 (Fifteen) days notice in writing to remedy the breach and in the event of the Allottee/s failing to remedy the breach within the said period of 15 (Fifteen) days, to terminate the Agreement forthwith PROVIDED HOWEVER that upon termination of this Agreement as aforesaid, the following consequences shall follow-

- a) the Allottee/s shall cease to have any right or interest in the said flat or any part thereof;
- b) the Promoter shall be entitled to sell the said flat to such other person or party or in such other manner deal with the said flat, as the Promoter may deem fit, at such consideration and on the terms and conditions as Promoter may in its/their absolute discretion deem fit;
- c) On the realisation of the sale consideration from the new Allottee/s of the said flat the Promoter shall refund to the Allottee/s the amount paid by the Allottee/s to the Promoter in pursuance of this Agreement after deducting therefrom –
 - i. the earnest money of the said flat (which is to stand forfeited to the Promoter.
 - ii. the taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said flat upto the date of termination of this Agreement.
 - iii. the amount of interest payable by the Allottee/s in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid.
 - iv. in the event of the said resale price being less than the purchase price mentioned herein, the amount of such deficit; and
 - v. the costs incurred by the Promoter in finding a new buyer for the said flat.
- d) The Promoter shall, in the event of any shortfall, be entitled to recover the said amounts from the Allottee/s. The Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs, otherwise. The said amount shall be accepted by the Allottee/s in full and final satisfaction of all his/her/their claim under this Agreement and/or in or to the said flat.
- e) The Promoters shall, in the event of any shortfall, be entitled to recover the said amounts from the Allottee/s. The Promoters shall in any case not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. The amount shall be accepted by the

Allottee/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises. The Allottee/s agree that receipt of the said refund by cheque from the Promoters by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accept/s or encash/s the cheque or not, will amount to the said refund. Provided always that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Allottee/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of specific breach or breaches of terms and conditions in respect of which it has intended to terminate this Agreement and default shall have been made by the Allottee/s in remedying such breach or breaches within fifteen days of such notice.

- f) If the Allottee/s neglect(s), omit(s) or fail(s) for any reason whatsoever to pay to the Promoters any of the amount due and payable by the Allottee/s under the terms and conditions of this Agreement (whether before or after delivery of possession) within the time herein specified or if the Allottee/s shall in any other way fail to perform or observe any of the covenants and stipulations on its part herein contained or referred to the Promoters shall be entitled to re-enter upon and resume possession of the said flat/premises and of everything whatsoever therein and this Agreement shall cease and stand terminated and the earnest money and all other amount already paid by the Allottee/s shall have no claim for refund or payment of the said earnest money and/or the other amount already paid by the Allottee/s or any part thereof and the Allottee/s hereby agree to forfeit all his/her/their right, title and interest in the said Flat/Parking Space and all amounts already paid and in such event the Allottee/s and/or his/her/their nominee or nominees shall also be liable to immediate ejectments as trespassers and the right given by this clause to the Promoters shall be without prejudice to any other right, remedies and claims whatsoever at law or under this Agreement of the Promoters against the Allottee/s PROVIDED THAT if the Agreement is terminated by the Promoters in pursuance of this clause the Promoters shall also be entitled to sell and dispose off the said flat/premises to any third party at the risk of the Allottee/s and to appropriate and forfeit the purchase price and/or the amount paid by the Allottee/s to the Promoters.
- g) It is expressly agreed that upon such termination by the Promoter, the Allottee/s shall have no right, title, interest, demand, claim or lien over the said Flat in any manner whatsoever.

12. POSSESSION

The Promoter shall offer the possession in the manner stated hereinafter;-

- i. Upon obtainment of the Occupancy Certificate from MCGM and upon payment by the Allottee/s of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the Said Premises to the Allottee/s in writing (**“Possession Date”**). The Allottee/s agrees to pay the maintenance charges as determined by the Promoter or the said Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project.
- ii. The Allottee/s shall take possession of the said Premises within 15 days of the Possession Notice.
- iii. Upon receiving the Possession Notice from the Promoter, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertaking 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 hereinabove, such Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable as shall be decided by the Promoter.
- iv. Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee/s shall be liable to bear and pay his/her/their proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project 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 incidental to the management and maintenance of the Real Estate Project. Until lease/conveyance being executed and registered with the Society/ Condominium, 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 agrees that till the Allottee/s's share is so determined by the Promoter, the Allottee/s shall pay to the Promoter provisional monthly contribution towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and shall remain with the Promoter until the conveyance is duly executed and registered. On execution of the conveyance the aforesaid deposit less any

deductions as provided for in this Agreement shall be paid over the Promoter to the Society or any other organization to be formed.

13. POSSESSION DATE, DELAY AND TERMINATION

- i. The Building proposed to be constructed on the said property is expected to be completed and possession of the said flat/premises is expected to be delivered by **31st March 2020 (“Possession Date”)**. Provided however, that the Promoters shall be entitled to extension of time for giving delivery of the Premises Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors;
 - a) Non- availability and /or shortage of Sand, Cement, Steel and other building equipments and /or materials, electrical and/or other power connection, elevator, drainage, utilities, labour and water connection.
 - b) Any Civil Commotion or any Act of God or any other natural calamities or Act of State or Force Majeure or any act of enemy, war or law or ordinance restraining sale and or / development of land or building material.
 - c) Labour strike or any litigation.
 - d) Stay Order issued by any court of Law, competent authority, MCGM, statutory authority.
 - e) Any other circumstances that may be deemed reasonable by the authority.
 - f) non-availability or delay in receiving any statutory or regulatory approvals and/or permissions from the concerned authority or authorities
 - g) any notice, order, rule, notification of the government, public or other competent authority (including any court of law or tribunal) affecting the development of the Plot;
 - h) any restraint and/or injunction and/or prohibition order of Court and/or any other judicial or quasi-judicial authority and/or any statutory authority affecting the development of the Plot;
 - i) any act, omission and/or delay on the part of or attributable to any party hereto other than the Promoters; and/or
 - j) any other reason beyond the control of the Promoters, which is not attributable to any act of the Promoters or which is not attributable to any negligence on the part of Promoters
- ii. If the Promoters fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the

5. **Rs. _____/-** towards cost of Electric meter/ electric connection/Water Meter.
6. **Rs. _____/-** towards cost of Gas Connection Charges
7. **Rs. _____/-** Formation & registration of Society Charges
8. **Rs. _____/-** BMC & Infrastructure Expenses.
9. **Rs. _____/-** Development Charges

It is agreed in respect of amounts as mentioned above in Point (1) to (3), the Promoters shall be liable or otherwise required to render accounts to the society or association so formed and shall hand over the deposits or balance thereof to the Society/association as aforesaid. In the event of any additional amount becoming payable, the Promoters shall forthwith on demand pay and deposit the difference to the Promoters. The aforesaid amount/ deposit shall not carry any interest.

- 14.2 The Promoters shall maintain a separate account in respect of the sums received by the Promoters from the Allottee/s as advance or deposit, on account of the share capital of the Society, outgoings, and shall utilise the same for the purpose for which they have been received
- 14.3 Notwithstanding payment towards maintenance charges and other outgoings as provided in item (1) of the preceding clause hereto, the Allottee/s shall, however, continue to be liable for the monthly outgoings. The Promoters shall at their option be entitled to make payment of Municipal Taxes and other outgoings on behalf of the Allottee/s out of the said deposit and the balance of the said deposit and other deposit shall be transferred to the proposed society or any other organization to the credit of the Allottee/s at the time of the transfer of the said property.
- 14.4 Over and above payment of professional charges for forming the proposed Co-operative Society or any other organization for preparing Conveyance/Transfer document as per law and other documents in favour of such proposed Co-operative Society or for submitting the same to the provisions of the Maharashtra Apartment Ownership Act, 1970, as provided herein, the Allottee/s shall pay on demand stamp duty and registration charges, if any, payable on the documents to be executed in favour of such Society or for execution of Apartment Deeds in favour of the Allottee/s and/or any additional professional charges payable for the same. The Promoters shall not be liable to bear any cost or expenses. All such documents shall be prepared by the Promoters Advocates.
- 14.5 If after the possession of the said flat/premises offered to the Allottee/s any additions or alterations, in or about or relating to the said building or any part thereof are at any time required to be made by the Government, Municipality or any Statutory, Public or Local Authority, the same shall be the

responsibility of the Allottee/s and all other Allottee/s of the said flat/premises in the building shall be carried out by the Allottee/s in the said building at their costs and expenses and the Allottee/s and other such Allottee/s shall bear and pay the said in the proportion of the area of their respective flat/premises and shall be liable for and shall bear all consequences of delay or default in that behalf including any fine, penalty, action or proceedings and costs, damages and expenses or injury which may be occasioned in that behalf and the Allottee/s shall bear and pay his/her/their share of contribution thereof immediately on demand. The Promoters shall not be in any manner liable or responsible to carry out the said additions or alterations or any of them or for the aforesaid consequences or to bear, pay or contribute anything in that behalf.

- 14.6 The Allottee/s shall regularly pay every month on account of the outgoings and expenses inclusive of those mentioned in the Third Schedule hereto. The aforesaid payments are not final and exact and same shall be adjusted towards the final and exact amount to be decided by the Society to be formed by the Allottee/s of tenements in the said flat/premises.
- 14.7 The Allottee/s hereby agree to contribute and/or pay his proportionate share towards the costs, expenses and outgoings in respect of the matters as specified Third Schedule hereunder written as and when the same is demanded by the Promoters, till the formation of the society when the land and building are transferred to it.

15. FORMATION OF SOCIETY OR OTHER ASSOCIATION

- 15.1 The Promoters shall after all the flats in the buildings i.e. AVENUE 641 have been sold shall form co-operative society or a body of Allottee/s of all the flat/premises in the said building. The Allottee/s agrees and undertakes to be members of such Co-operative Society/body and this Agreement shall be treated as an irrevocable application and consent to become such a member. The Allottee/s shall pay entrance fee and share monies to the Promoter of the said Society for becoming members thereof. If the Allottee/s of the tenements do not take steps for formation of such society then the Promoters may at their option take such steps and in that case the Allottee/s shall within one week from being called upon to do so by the Promoters time being of the essence do execute and delivered by the Other Allottee/s to the Promoters all acts, documents and papers for or in connection with the formation and registration of such Co-operative Society as the case may be bye-laws or constitution of rules thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Allottee/s as may be required by the Authorities concerned or as may be desired by the Promoters

to protect the right and interest of the Promoters. The Allottee/s agrees to be bound by the said additions and alterations and undertakes not to take any objection or action in the matter or to do anything whereby the rights and interest of the Promoters may be injured prejudiced and endangered in any manner or likely so to be. It is clearly understood and agreed that the responsibility for formation and registration of the said Society shall be of the Allottee/s and other Allottee/s and not of the Promoters, notwithstanding anything done by the Promoters in that behalf. Failure to comply with the provisions of this clause will render this Agreement to come to an end and the money paid by the Allottee/s shall stand forfeited to the Promoters.

- 15.2 The Promoter shall in the event if they submit the building Avenue 641 and the said Property to the provisions of the Maharashtra Apartment Ownership Act, 1970, shall make and execute various deeds of apartments with the various Allottee/s of flats/apartments in the building “**Avenue 641**”. The Allottee/s agrees and undertakes to co-operate with the Promoter herein for the execution and registration of the various deed of apartments. The Promoter shall prior to the execution and registration of various deeds of apartments execute and register a declaration under section 2 of Maharashtra Ownership Apartments Act.
- 15.3 The said Building shall always be known as “**Avenue 641**” and the name of the Condominium / Co-operative Society or Limited Company / Association to be formed shall always bear the same i.e. “**AVENUE 641**” and this shall not be changed without the written permission of the Promoters.
- 15.4 The Deposits and moneys paid by the Allottee/s to the Promoters as provided hereinafter deducting the costs, charges and expenses shall be transferred by the Promoters only to the Co-operative Society or any other body as the case may be as hereinabove mentioned and such deposits shall bear no interest from the day they are paid till the day they are transferred as hereinabove mentioned.

16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

The Promoters hereby represents and warrants to the Allottee/s as follows:

- i. The Promoters has the requisite rights to carry out construction upon the said plot of land and also has actual, physical and legal possession of the said plot of land for the implementation of the Project;
- ii. The Promoters has lawful rights and requisite approvals from the competent Authorities to carry out development of the said building and shall obtain requisite approvals from time to time to complete the development of the project;

- iii. There are no encumbrances upon the said plot of land or the Project except those disclosed above and / or in the title report;
- iv. There is one litigation pending as mentioned above.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said plot of land and the said new building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said plot of land and said new building shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, said new Building and common areas;
- vi. The Promoters has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- vii. The Promoters 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 plot of land, including the Project and the said Premises which will, in any manner, affect the rights of the Allottee/s under this Agreement;
- viii. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- ix. Upon completion of the said new building and on receipt of Occupation Certificate, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Society;
- x. The Promoters has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project/said building to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any Legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said plot of land) has been received or served upon the Promoters in respect of the said plot of land and/or the Project and/or the said building except those disclosed in the title report.

17. TRANSFER OF PROPERTY

formed by all the Allottee/s, upon all the tenements having been sold and the Promoters having received full purchase price from all the Allottee/s.

18. STAMP DUTY AND REGISTRATION CHARGES:

It is specifically agreed that Stamp Duty and Registration charges in respect of this Agreement shall be borne and paid by the Allottee/s alone.

19. DISPUTE RESOLUTION

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

20. GOVERNING LAW

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

21. SEVARIBILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary, to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

22. WAIVER

Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s shall not be construed as a waiver on the part of the Promoters of any breach of non-compliance of any of the terms and conditions of this Agreement and until they obtain previous consent in writing of the Promoters.

23. CONSTRUCTION OF THE AGREEMENT

In this agreement where the context admits:

- 23.1 All subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
- 23.2 Any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this agreement) to the extent such amendments, modifications, re-enactment, substitutions or consolidation applies or is capable of applying to any transactions entered into under this

agreement as applicable, and (to the extent liability there under may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replace.

23.3 Any reference to the singular shall include the plural and vice-versa;

23.4 Any references to the masculine, the feminine and/or the neuter shall include each other.

24 NOTICES

All notices to be served on the Unit Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s by registered Post A.D./Under Certificate of posting at his/her/their/its address specified below:

PROMOTERS:

PAN NO: AAefd4814D

ADDRESS: Unit No 210, Wing B, Western Edge II, Off. Western Express Highway, Behind Metro Mall, Borivali East, Mumbai 400066

ALLOTTEE/S:

PAN NO:

Address:

Aadhar No:

Mobile No:

Email Id:

JOINT ALLOTTEES :

That in case there are joint Allottee/s all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land Final Plot No.641 admeasuring about 530.90 sq.mtrs. of TPS III Borivali, Taluka Borivali, Mumbai Suburban District and bounded as follows:

On East	:	FP No. 638, 639
On West	:	FP No. 642
On North	:	FP No. 640 & Road
On South	:	FP No. 655, 657

THE SECOND SCHEDULE ABOVE REFERRED TO

Flat No. ____admeasuring ____ sq.mtrs. (____ sq.ft.) carpet area on ____th floor to be constructed on the said property which is more particularly described in the First Schedule hereinabove written.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Expenses and Charges)

- 1. The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace, gutters and rain water pipes, of the building, water pipes, lift and electric wire in, under or upon the building and enjoyed or used by the flat/premises holder/s in common with the other occupiers of flats and the main entrance, passages, landings, lifts and staircases of the Building as enjoyed by the flat holder/s used by him/her/them in common as aforesaid in boundary walls of the buildings, compound, terrace etc.
- 2. The cost of cleaning and lighting the passages, water pump, landings, staircases, lift common lifts and other part of the building used by the flat holder/s in common as aforesaid.
- 3. The cost of the salaries of clerks, bill collector, liftman, chowkidars, pumpman, sweeper etc. The cost of working and maintenance of common lights, water pump, lift and other service charges.
- 4. Deposits for building water meter, electric meter sewer line etc.
- 5. Municipal and other taxes such as Water Charges Bills, Electricity charges, Levy and Revenue N.A. taxes etc.
- 6. Insurance of the Building.
- 7. Betterment Charges levied by the authorities.

Such other expenses as are necessary or incidental for the maintenance and the upkeep of building.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED by the

Within-named "PROMOTERS"]
M/S. DIMPLE CREATIONS]
through the hands of its Partner]
MR. NITIN D. PATEL]
in the presence of.]

SIGNED SEALED AND DELIVERED]

by the within named "ALLOTTEE/S"]

1) _____]

2) _____]

in the presence of]

1.

2.

ANNEXURE “E” and “G”

LIST OF AMENITIES AND SPECIFICATIONS

1. Exquisite Granamite flooring in all rooms.
2. Elegant granite platform with S. S. Sink & ceramic tiles dado upto 7’ height in kitchen with service platform.
3. Designer ceramic tile flooring & dado in bathroom.
4. Concealed plumbing with good quality sanitary ware in all toilets with branded C.P. fittings.
5. Concealed copper wiring with adequate power points in each flat with modular switches and provisions for TV & telephone points.
6. Well designed Elegant Entrance lobby.
7. Elevators of reputed brand.
8. High Tech security systems with Video door phone.
9. C.C.T.V Camera in common areas.
10. Solid RCC frame structure design as per seismic zone III Standards.
11. Paved compound.
12. Air Condition of reputed brand in living room and bedrooms.
13. Modular Kitchen