

PROVISIONAL BOOKING LETTER

To

[•]
[•]
[•]
[•]

Dear Sir/Madam

Re: Provisional booking of Flat No. [•] admeasuring [•] sq. mtrs. carpet area on [•] floor ("said Flat") in the proposed building "LEGRANZ" on plot bearing CTS No. 114, Plot No.5, Union Park Chembur, Mumbai – 400071.

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

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

Particulars	Percentage Due	Amount in Rupees
On Booking	9.9%	
On Registration of Agreement	10.1%	
On Completion of Plinth	10%	
On Completion of 1st Slab	3%	
On Completion of 2nd Slab	3%	
On Completion of 3rd Slab	3%	
On Completion of 4th Slab	3%	
On Completion of 5th Slab	3%	
On Completion of 6th Slab	3%	
On Completion of 7th Slab	3%	
On Completion of 8th Slab	3%	
On Completion of 9th Slab	3%	
On Completion of 10th Slab	3%	
On Completion of 11th Slab	3%	
On Completion of 12th Slab	3%	
On Completion of Terrace Slab	3%	
On Completion of Wall	3%	

(Blockwork)		
On Completion of Internal Plaster	3%	
On Completion of External Plaster	3%	
On Completion of Flooring	3%	
On Completion of Terrace Waterproofing	3%	
On Completion of Door fitting	3%	
On Completion of Windows fitting	2%	
On Completion of External Plumbing	2%	
On Completion of Internal Plumbing	2%	
On Completion of Electricals Fittings	2%	
On Possession	5%	
Total Flat Cost (TFC)	100%	

- 2) At your request, we shall permit you exclusive right to use _____ car parking space in the building. It is clarified that location of the Car Parking shall be identified by us at their sole and absolute discretion at the time of offering possession of the Flat.
- 3) You shall make timely payment of the Sale Price as per the payment schedule mentioned above, time being of the essence. It shall be your obligation to make the payment of each of installment of the Sale Price after deducting the Tax Deducted at Source ("TDS") as per applicable law. The deduction of an amount made by you on account of TDS as may be required under prevailing law while making any payment of the Sale Price or any part thereof to us, shall be acknowledged/credited by us only upon you submitting the original tax deduction at source certificate/challan and provided that the amount mentioned in the certificate/challan matches with the Income Tax Department site.
- 4) This Booking Letter shall be accompanied by a Cheque / Demand Draft / Pay Order payable at Mumbai for the amount equivalent to Booking Amount drawn in favour of "_____" and a Cheque / Demand Draft / Pay order payable at Mumbai, drawn in favour of "[•]" towards Service Tax/GST. It is clarified that this Letter and / or the receipt of the Booking Amount do not confer or constitute any right upon you or to the said Flat.
- 5) In the event you committing breach of any of the terms and conditions contained in this letter, then we shall be entitled to terminate this letter after issuing, firstly a notice of 15 days and thereafter a notice of 7 days ("**Notice Period**") in writing. In the event of you fail and neglect to rectify such breach within the Notice Period then this

letter shall stand terminated ipso facto without any further act, deed or thing and upon such termination, you shall have no claim on the Flat. Upon such termination we shall be at liberty to dispose off and sell the Flat to such person and at such price as we may in our absolute discretion think fit and proper. Upon such termination we shall be entitled to forfeit (i) the Booking Amount (ii) brokerage expenses if any, and (iii) applicable taxes / statutory dues / interest / penalties as agreed, pre-estimated, genuine and reasonable liquidated damages.

- 6) The Promoters shall be entitled to offer receivables from the Flat as security to any Credit / Financial Institution, bank or other person / body.
- 7) Notwithstanding anything contained in this Letter or otherwise, in the event the cheque/s issued by you is/are bounced / not honoured by the banker/s then without prejudice to our rights to claim interest on the amounts due and/or cancel and terminate the booking of the said Flat in the manner provided herein, you shall be liable to pay Rs.1000/- (Rupees One Thousand only) plus service tax, towards cheque/s bouncing charges for each such incident.
- 8) We shall have the right to reject the booking at our sole discretion and without assigning any reason for the same, till the execution and registration of the Agreement for Sale between ourselves and you under the applicable law. In the event of rejection of the booking, the amounts paid by you up to the date of such rejection shall be refunded to you in full without any interest within 30 (thirty) days from the date of such rejection.
- 9) You hereby agree and undertake to execute and register an Agreement for Sale under the provisions of applicable law in respect of the said Flat, within 10 (Ten) days from the date of intimation by us in the form as drawn up by us. It is clarified that we shall call upon you to execute and register Agreement for Sale, subject (i) this Letter is not rejected by us, (ii) you are observing and performing all the terms and conditions of this Letter and (iii) you paying the necessary stamp duty and registration charges thereon. In the event you fail and/or neglect to execute and register the Agreement for Sale within the agreed time as stipulated under this clause, then, without prejudice to the rights and remedies available to us under RERA or otherwise including right to cancel this letter, you shall be liable to pay interest at the rate of the amount equivalent to the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (hereinafter referred to as "**Interest Rate**") per annum on the Booking Amount calculated from the date of this Letter till execution and registration of the Agreement for Sale by the Applicant(s) or cancellation and termination of this Letter, (whichever is earlier).
- 10) You agree and undertake to be bound by and undertake to perform all the obligations and the terms and conditions as contained herein, including the obligation to make payments of Sale Price as per the payment schedule specified above alongwith other charges specified in Annexure -1 annexed hereto ("**Other Charges**").

- 11) The possession of the captioned flat will be given on or about [●] subject to your having paid the entire amount and other incidental charges and will also be subject to (i) Any force majeure events; (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court; (iii) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority; (iv) Any other circumstances that may be deemed reasonable by the Authority. Under the circumstances the Developers shall be entitled for one or more reasonable extensions in the date of completion. The Flat Purchaser/s hereby agree/s and declare/s that they shall not claim any amount from the Developers as and by way of damage, loss, compensation or otherwise whatsoever.
- 12) You agree that in case we are unable to offer the possession of the Flat on or before the Possession Date subject to force majeure Events, then you may, by giving notice in writing to us elect to cancel / terminate Agreement for Sale and in such event, we shall be liable to refund to you the amounts already received until the date of such cancellation / termination, alongwith interest at the Interest Rate, within 30 (thirty) days from the date of such termination / cancellation. Upon receipt of refund by way of cheque by registered post / courier at the address given by you, whether the said cheque has/have been accepted /encashed by you or not, will be considered as acceptance of the refund made by us to you and the liability in terms of the said refund shall come to an end forthwith. Upon such refund your right, title, interest or benefit of any nature whatsoever in respect of the Flat shall stand cancelled/ terminated forthwith and we shall be entitled to sell, transfer, mortgage or dispose off the Flat to any person or persons, at their sole discretion.
- 13) You hereby confirm, agrees and acknowledges that, if booking of the said Flat is done through any Agent/Broker ("**Agent/Broker**"), then in that event we shall not be held liable and responsible for any misrepresentation, misleading or false information provided by such Agent/Broker. You further agree and confirm that we shall not be held liable and responsible for any internal arrangement arrived at by and between such Agent/Broker with yourself/yourselves.
- 14) The proposed building will be constructed in accordance with the sanctioned plans and permissions, with a right to modify and alter the plans and you have given and accorded your free, full and informed consent of the same Subject to area remaining the same.
- 15) This Letter is not transferable or assignable without our previous Written Consent.
- 16) All taxes including Service Tax, Labour Cess, VAT, GST etc., will be payable by you, if applicable.
- 17) A regular and detailed Agreement under the applicable law will be executed in due course of time. The provisions of the Agreement to be executed shall supersede this Allotment Letter and this Allotment Letter shall stand cancelled and terminated on execution of such Agreement.

- 18) This Letter is only for confirming the provisional booking of the Flat and the Flat will be reserved for you especially, subject to your above confirmation.
- 19) Stamp duty and registration charges in respect of the captioned flat will be paid by you.
- 20) Please confirm the above at the foot hereof.

Yours truly,

For **M/s.EKTA SHUBHAM VENTURE**

I/We confirm:

Authorised Signatory

Draft Without Prejudice

AGREEMENT FOR SALE

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

BETWEEN

EKTA SHUBHAM VENTURE, a Partnership Firm registered under the Indian Partnership Act, 1932 and having its registered Office at 401, Hallmark Business Plaza, Bandra (East), Mumbai - 400 051 and having PAN-AADFE1333R, hereinafter referred to as the "**the Promoters**" (which expression shall unless it be repugnant to the context or meaning thereof deem to mean and include the partners for the time being and from time to time of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner), of the **ONE PART**

AND

[•], having his/her/their address at [•], hereinafter referred to as "**the Allottee**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenery and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**

WHEREAS:

- A. By a Deed of Conveyance dated 4th May, 2011 ("**Deed of Conveyance**") made and entered unto between (1) Leslie Ardeshir Gilder, (2) Jacinta Maria Gilder, (3) Jonathan Joshua Gilder and (4) Elizabeth Maria Tapsall, therein and hereinafter referred to as **the Vendors** of the One Part and the Promoters herein referred to as Purchasers of the Other Part and duly registered with the office of the Sub-Registrar, Kurla No.3 under Sr. No. BDR-3/4877/2011, the Vendors therein granted, sold, released, conveyed and assured unto the Promoters herein, all that piece or parcel of land or ground together with the messuage, tenement or dwelling house standing thereon situate, lying and being at Chembur in the Village of Vadavli and Borala Taluka Salsette in Greater Bombay in the Registration & Sub-District of Bandra, containing by admeasurement an area of 614.9 sq.mtrs or thereabouts, situate on and being Plot No.5 bearing CTS No. 114 of the Union Land & Building Society Limited Private Scheme now known as Union Park and being part or portion of land bearing Survey No. 7, 8, 9 & 85 and Hissa Nos. 3, 2, A, B and Nil respectively (hereinafter referred to as "**said Land**") together with the structure then standing thereon known as "Lizzie Villa", a Garage and a toilet block for servants then admeasuring 1150 sq.ft. built up area (equivalent to 106.84 sq.mtrs.) ('the structures')(hereinafter referred to as "**Old Building**") ("**said Land**" and "**Old Building**" are hereinafter referred to as "**the said Property**") for the consideration and on the terms and conditions contained therein. The said Land is more particularly described in

the **First Schedule** herein underwritten and delineated by red colour boundary line on the Plan annexed hereto and marked as **Annexure "A"**.

- B. In pursuance of the said Deed of Conveyance dated 4th May, 2011 the Vendors also executed a Power of Attorney dated 4th May, 2011, duly registered with the office of the Sub-Registrar Kurla No.1 Mumbai Suburban District under Sr. No. BDR-3/4878/2011 in favour of Mr. Ashok G. Mohanani and Mr. Dinesh V. Shah, the Partners of M/s. Ekta Shubham Venture so as to enable them to do and/or cause to be done various acts, deeds, matters and things in respect of the said Property.
- C. In the premises, the Promoters herein became sole and absolute owners of the said Property and well and sufficiently entitled to and seized and possessed of the said Property. The name of Promoters were recorded as owners of the said Property in the Property Card. A copy of Property Register Card is annexed hereto and marked as **Annexure "B"**.
- D. The Promoters are proposing to construct a building known as "**LEGRANZ**" comprising of stilt plus 13 upper floors (hereinafter referred to as "**said New Building**") by demolishing the said Old Building known as "Lizzie Villa" and the structures as detailed hereinabove and standing on the said Property, which will be registered as a real estate project ("**Project/Real Estate Project**") with the Real Estate Regulatory Authority ("**Authority**") under the provisions of Section 5 of 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**").
- E. The Promoters have obtained Intimation of Disapproval bearing No. CHE/ES/0872/M/W/337(NEW) dated 12th October, 2011, Amended Intimation of Disapproval bearing No. CE/6610/BPES/AM dated 14th March 2014 ("**IOD**") and Commencement Certificate No. CE/6610/BPES/AM/E dated 3rd April 2014 ("**CC**") which was renewed on 9th January, 2015 for development upto top of 5th Floors and further renewed on 27th August, 2016 for full development and construction of the said New Building on the said Property. The copies of the IOD, CC and a copy of the letter dated 31st December 2015 of MCGM whereby the plans, elevations, sections, details of the said New Building are sanctioned by MCGM / MHADA are hereto annexed and marked as **ANNEXURE "C", "D" and "E"** respectively;
- F. The Allottee shall upon issuance of the RERA Certificate by the Real Estate Regulatory Authority ("**Authority**") to the Promoter, be entitled to, examine the same in detail by his/her/its Advocates and Planning and Architectural consultants. On the request of the Allottee the Promoter has shown all documents and information pertaining to the Project and the Allottee has understood the documents and information in all respects. The Allottee has agreed and consented to the development of the Project.
- G. The principal and material aspects of the development of the Project are briefly stated below-
- (i) New Building known as "Legranz" comprising of stilt plus 13 upper floors.

- (ii) As on date MCGM has issued IOD and CC for entire New Building;
- (iii) The said Project shall comprise of units/flats/premises consisting of apartments, flat/s, duplexes, and penthouses.
- (iv) Total FSI of 1783.21 sq.mtrs. is proposed for consumption in the construction and development of the Project. The Promoter has consumed 1656.65 sq.mtrs. of FSI for the Project.
- (v) The common areas, facilities and amenities in the said Project that may be usable by the Allottee are listed in the **Second Schedule** hereunder written ("**Common Areas and Amenities of Project**").
- (vi) The Promoter shall be entitled to put hoarding/boards of their Brand Name viz. Ekta Shubham in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
- (vii) The details of formation of the Society, and, conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in Clause 13 below.

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

- H. The Allottee has perused a copy of the Sanctioned Plan and proposed layout plan of the said New Building.
- I. 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.
- J. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the New building and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.
- K. The Promoter has the right to sell the said Flat in the Real Estate Project constructed by the Promoter, and, to enter into this Agreement with the Allottee of the premises/flats to receive the sale consideration in respect thereof.
- L. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Land and the plans, designs and specifications prepared by the Promoter's Architect, Mr. Reza Kabul, Architects, Engineer & Int. Designer registered with the Council of Architects and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder.

- M. Copies of the Title Certificate dated 25th April 2011 of the Advocates and Solicitors certifying the right/ entitlement of the Vendors and further Title Certificate dated 17th June 2017 of the Advocate certifying the right/entitlement of the Promoters in respect of the said Property are annexed hereto and marked collectively as **Annexure "F"** (**"the said Title Certificate"**).
- N. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- O. The Promoters have accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- P. 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.
- Q. The Allottee being fully satisfied in respect of title of Promoters in respect of the said Property has/have approached the Promoters and requested to allot to him/her/them Flat No. _____ admeasuring _____ sq. mtrs. carpet area on on _____ habitable floor of the New Building known as "Legranz" being constructed on the said Land, more particularly described in **Third Schedule** hereunder written and shown in red colour boundary line on the floor plan annexed and marked as **Annexure "G"** hereto (**"said Flat"**) at or for sale price of Rs. [●]/- ([●] Only) and upon the terms and conditions mentioned in this Agreement (**"Sale Consideration"**). Prior to the execution of these presents, the Allottee has paid to the Promoters a sum of Rs. [●]/- ([●] Only), being part payment of the Sale Consideration of the said Flat agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoters both hereby admit and acknowledge). The said Flat also has attached balcony(ies) aggregately admeasuring _____ sq. mtrs. or thereabouts as shown in floor plan annexed and marked as **Annexure "G"** hereto.
- R. Along with the said Flat, at the request of the Allottee, the Promoters have also agreed to permit to the Allottee right to use _____ parking space in the New Building (hereinafter referred to as **"Parking Space"**). The said Flat, Balcony and Parking Space are hereinafter collectively referred to as **"the said Premises"**.
- S. The Promoters have obtained construction finance from Aditya Birla Housing Finance Ltd. ("ABHFL") in respect of the said Project and the Promoters have created charge for securing the said facility;
- T. Under Section 13 of the RERA, the Promoters are required to execute a written agreement for sale of the said Flat with the Allottee i.e. this

Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

- U. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoters hereby agree to sell and the Allottee hereby agrees to purchase and acquire, the said Flat.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
2. The Promoters shall construct the Real Estate Project being New Building known as "Legranz" comprising of stilt plus 13 upper floors, in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the MCGM from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the **Second Schedule** hereunder written.

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

3. Purchase of the Said Flat and Sale Consideration:

- (i) The Allottee hereby agrees to purchase and acquire from the Promoters, and the Promoters hereby agree to sell to the Allottee, Flat No. [●] of [●] type admeasuring [●] square meter carpet area or thereabouts on [●] habitable floor in the said New Building and more particularly described in the **Third Schedule** and as shown in red colour boundary line on the floor plan annexed and marked **Annexure "G"** hereto ("**said Flat**"), at and for the consideration of Rs. [●]/- (Rupees [●]) ("**Sale Consideration**") payable by the Allottee to the Promoters as mentioned below and on the terms and conditions contained therein.
- (ii) The said Flat also has attached balcony/ies, thus aggregating to _____ sq. mtrs. or thereabouts as shown in _____ colour hatched lines on floor plan annexed and marked as **Annexure "G"** hereto (hereinafter referred to as "**Balcony**"). The Allottee acknowledge(s) that all the Balcony/ies attached to the flats in Project shall belong to occupants/purchaser(s) of such flat.
- (iii) The Promoters have agreed to permit the Allottee, the right to exclusive use _____ car parking space/s in stilt of New Building (hereinafter referred to as "**the Parking Space/s**"). The said Flat, Balcony and Parking Space/s are hereinafter collectively referred to as "**the said Premises**".
- (iv) The Balcony and Parking Space are made available free of charge to the Allottee and the sale price agreed to be paid under this Agreement is only

for the carpet area of the said Flat.

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

Particulars	Percentage Due	Amount in Rupees
On Booking	9.9%	
On Registration of Agreement	10.1%	
On Completion of Plinth	10%	
On Completion of 1st Slab	3%	
On Completion of 2nd Slab	3%	
On Completion of 3rd Slab	3%	
On Completion of 4th Slab	3%	
On Completion of 5th Slab	3%	
On Completion of 6th Slab	3%	
On Completion of 7th Slab	3%	
On Completion of 8th Slab	3%	
On Completion of 9th Slab	3%	
On Completion of 10th Slab	3%	
On Completion of 11th Slab	3%	
On Completion of 12th Slab	3%	
On Completion of Terrace Slab	3%	
On Completion of Wall (Blockwork)	3%	
On Completion of Internal Plaster	3%	
On Completion of External Plaster	3%	
On Completion of Flooring	3%	
On Completion of Terrace Waterproofing	3%	
On Completion of Door fitting	3%	
On Completion of Windows fitting	2%	
On Completion of External Plumbing	2%	
On Completion of Internal Plumbing	2%	
On Completion of Electricals Fittings	2%	
On Possession	5%	
Total Flat Cost (TFC)	100%	

The Allottee hereby agree, confirm and undertake that an intimation forwarded by the Promoters, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is completed. However, it is agreed that non receipt of such intimation requiring such payment shall not be a plea or an excuse by the Allottee for non-payment of any amount or amounts.

- (vi) It is clarified that till such time the Promoter registers it's project under RERA the Allottee shall make all payments of the Sale Consideration due and/or payable to the Promoters through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of "_____". Once the project is registered under RERA the Allottee(s) shall deposit the amounts payable under this Agreement in the designated RERA account. In case of any financing arrangement entered by the Allottee with any financial institution with respect to the said Flat, the Allottee undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Consideration due and payable to the Promoters through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of "_____ " till such time the Promoter registers it's project under RERA. Any payments made in favour of any other account other than mentioned hereinabove prior to registration of project under RERA by the Promoter shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Allottee, in which event without prejudice to the right of the Promoters to charge interest at the Interest Rate on the amounts due, the Promoters shall be entitled to terminate this Agreement and forfeit 10% of the Sale Consideration along with brokerage charges (if any) as reasonable, pre-estimated, genuine and agreed liquidated damages and return balance (if any) to the Allottee within 30 (thirty) days from the date of such termination of the Agreement.
- (vii) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Said Flat 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 Flat, shall be borne and paid by the Allottee alone and the Promoters shall not be liable to bear or pay the same or any part thereof.
- (viii) The Sale Consideration is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoters undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification / order / rule / regulation / demand,

published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- (ix) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Project is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the said Flat, shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit of 3%, then, the Promoters shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the said Flat. It is clarified that the payments to be made by the Promoters/Allottee, as the case may be, under this Clause 3(viii), shall be made at the same rate per square meter as agreed in clause 3(i) above.
- (x) The Allottee authorizes the Promoters 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 Promoters may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.
- 4. The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat to the Allottee, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Flat.
- 5. Time is of the essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the said Flat and handing over the said Flat to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the **Second Schedule** hereunder written.

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

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

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

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

- (i) The Promoters shall give possession of the said Flat to the Allottee on or before 31st day of December 2018 ("**Possession Date**"). Provided however, that the Promoters shall be entitled to extension of time for giving delivery of the said Flat on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-
 - (a) Any force majeure events;
 - (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
 - (c) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
 - (d) Any other circumstances that may be deemed reasonable by the Authority.
- (ii) If the Promoters fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Flat to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 7, then the Allottee shall be entitled to either of the following:-
 - (a) Call upon the Promoters by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoters ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date ("**the Interest Rate**"), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoters to the Allottee till the date of offering to hand over of the possession of the said Flat by the Promoters to the Allottee; **OR**
 - (b) the Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoters by Courier / E-mail / Registered Post A.D. at the address provided by the Promoters ("**Allottee Termination Notice**"). On the receipt of the Allottee Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoters, the Promoters shall refund to the Allottee the amounts already received by the Promoters 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 Promoters 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 Promoters (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoters and/or the said Flat and/or car park and the Promoters shall be entitled to deal with and/or dispose off the said Flat and/or the car park in the manner it deems fit and proper.
- (iii) In case if the Allottee elects his/her remedy under sub-clause (ii) (a) above then in such a case the Allottee shall not subsequently be entitled to the remedy under sub-clause (ii) (b) above.
- (iv) If the Allottee fails to make any payments on the stipulated date/s and

time/s as required under this Agreement, then, the Allottee shall pay to the Promoters interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

- (v) Without prejudice to the right of the Promoters to charge interest at the Interest Rate mentioned at Clause 7(ii)(a) above, and any other rights and remedies available to the Promoters, either (a) on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing three defaults of payment of instalments of the Sale Consideration, the Promoters shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoters shall give notice of 15 (fifteen) days in writing to the Allottee ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoters 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 Promoters shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("**Promoters Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoters Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoters shall be entitled to forfeit 10 percentage of the Sale Consideration ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of the Promoters Termination Notice, the Promoters shall after deduction of the Forfeiture Amount refund the balance amount of the Sale Consideration to the Allottee. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoters and/or the said Flat and/or car park and the Promoters shall be entitled to deal with and/or dispose off the said Flat and/or car parks in the manner it deems fit and proper.
8. The common areas, facilities and amenities in the said Project that may be usable by the Allottee and are listed in the **Second Schedule** hereunder written. The internal fitting and fixtures in the said Flat that shall be provided by the Promoters are listed in the **Fourth Schedule** hereunder written.
9. **Procedure for taking possession:**
- (i) Upon obtainment of the Occupancy Certificate from the MCGM and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoters shall offer possession of the said Flat to the Allottee in writing ("**Possession Notice**"). The Allottee agrees to pay the maintenance charges as determined by the Promoters or the Society, as the case may be. The Promoters on its behalf shall offer the possession to

the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project.

- (ii) The Allottee shall take possession of the said Flat within 15 days of the Possession Notice.
 - (iii) Upon receiving the Possession Notice from the Promoters as provided for hereinabove, the Allottee shall take possession of the said Flat from the Promoters by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoters, and the Promoters shall give possession of the said Flat to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the Flat within the time provided herein above, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Flat, as applicable and as shall be decided by the Promoters.
 - (iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Flat, of outgoings in respect of the Real Estate Project and Larger Land including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said Land. Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoters at its sole discretion, the Allottee shall pay to the Promoters provisional monthly contribution of Rs. [●]/- (Rupees [●]) per month towards the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and shall remain with the Promoters until the Society Conveyance is duly executed and registered. On execution of the Society Conveyance, the aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the Promoters to the Society.
10. If within a period of 5 (five) years from the date of handing over the said Flat to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the said Flat or the said Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoters shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project.
11. The Allottee shall use the said Flat or any part thereof or permit the same to be used only for purpose of residential. The Allottee shall use the car parking space only for purpose of parking vehicle.
12. **Formation of the Society and Other Societies:**

- (i) The Promoters, as per RERA and RERA Rules, shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee and other allottees of units/Flat in the said Project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder.
- (ii) The Allottee shall, along with other allottees of Flat/units in the Real Estate 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 Real Estate Project in which the allottees of the Flat in the Real Estate Project alone shall be joined as members ("**the Society**").
- (iii) For this purpose, the Allottee 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 Promoters within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoters to register the Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- (iv) The name of the Society shall be solely decided by the Promoters.
- (v) The Society shall admit all purchasers of flats and Flat in the said Project as members, in accordance with its bye-laws.
- (vi) The Promoters shall be entitled, but not obliged to, join as a member of the Society in respect of unsold Flat in the Real Estate Project, if any.
- (vii) Post execution of the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (viii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to 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 Promoters for preparing, drafting and approving all such documents, shall be borne and paid by the Society and its members/intended members including the Allottee, as the case may be, and the Promoters shall not be liable toward the same.

13. Conveyance to the Society :

- (i) Within 3 months from the date of issuance of the Full Occupation Certificate with respect to the Project, the Real Estate Project with the common areas, facilities and amenities described in the **Second Schedule** hereunder written shall be conveyed to the Society vide a registered indenture of

conveyance. The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Project including any common areas facilities and amenities and the Promoters shall not be responsible for the same.

14. The Allottee shall, before delivery of possession of the said Flat as mentioned above, deposit the following amounts with the Promoters,-
- (i) Rs.[●]/- for share money, application entrance fee of the Society;
 - (ii) Rs.[●]/- for formation and registration of the Society;
 - (iii) Rs.[●]/- for proportionate share of taxes and other charges/levies in respect of the Society;
 - (iv) Rs.[●]/- for deposit towards provisional monthly contribution towards outgoings of Society;
 - (v) Rs.[●]/- for deposit towards water, electricity, and other utility and services connection charges; and
 - (vi) Rs.[●]/- for deposits of electrical receiving and sub-station provided/to be provided in layout of the said Land.

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

15. The Allottee shall pay to the Promoters a sum of Rs.[●]/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoters in connection with this Agreement, the transaction contemplated hereby, the formation of the Society, for preparing the rules, regulations and bye-laws of the Society and, the cost of preparing and engrossing the Society Conveyance and other deeds, documents and writings.
16. The Promoters have informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Land. The Promoters have further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee alongwith other purchasers of flats/units/Flat in the Real Estate Project and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/Flat on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoters and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the purchasers of flats/units/Flat in

the Real Estate Project shall object to the Promoters laying through or under or over the Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on adjoining land.

17. Representations and Warranties of the Promoters:

The Promoters hereby represent and warrant to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate:

- (i) The Promoters have obtained construction finance from Aditya Birla Housing Finance Ltd. ("ABFL") in respect of the said Project and the Promoters have created security for securing the said construction finance;
- (ii) Save and except the said security created in favour of Aditya Birla Housing Finance Ltd. ("ABFL"), the Promoters have clear and marketable title and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the Land for the implementation of the Project;
- (iii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- (iv) There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee;
- (v) There are no litigations pending before any Court of law with respect to the Real Estate Project;
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Promoters 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;
- (vii) The Promoters 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 created herein, may prejudicially be affected;
- (viii) The Promoters have 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 Flat, which will, in any manner, affect the rights of Allottee under this Agreement;
- (ix) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;

- (x) At the time of execution of the Society Conveyance, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Project as detailed in the **Second Schedule** hereunder written to the Society;
 - (xi) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the Promoters obtains Occupation Certificate and thereupon the same shall be borne by the Society;
 - (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoters in respect of the Land and/or the Project except those disclosed to the Allottee.
18. The Allottee, with intention to bring all persons into whosoever hands the Flat and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoters as follows:-
- (i) To maintain the said Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Flat is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Project in which the said Flat is situated and the said Flat itself or any part thereof without the consent of the local authorities and Promoters.
 - (ii) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Flat is situated, including entrances of the Real Estate Project in which the said Flat is situated and in case any damage is caused to the Real Estate Project in which the said Flat is situated or the said Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
 - (iii) To carry out at his/her/their own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Flat is situated or the said Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the said Flat committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - (iv) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of

whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Flat is situated and shall keep the portion, sewers, drains and pipes in the said Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the the Real Estate Project in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Flat without the prior written permission of the Promoters and/or the Society;

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and/or the Real Estate Project in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Land and/or the Real Estate Project in which the said Flat is situated.
- (vii) Pay to the Promoters within 15 (fifteen) days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Real Estate Project in which the said Flat is situated.
- (viii) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, installments of Sale Consideration, as required to be paid under this Agreement.
- (ix) Not to change the user of the said Flat without the prior written permission of the Promoters, Society and concerned authorities;
- (x) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Flat or dispose of or alienate otherwise howsoever, the said Flat and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoters under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said Flat and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoters.
- (xi) The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Project and the said Flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Flat in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or

other out-goings in accordance with the terms of this Agreement.

- (xii) The Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Flat and the Real Estate Project or any part thereof to view and examine the state and condition thereof.
- (xiii) Till the Conveyance is executed in favour of the Society, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land, the building/units thereon, or any part thereof, to view and examine the state and condition thereof.
- 19. The Promoters shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or the Real Estate Project or the said Land and/or any building as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoters as hereinbefore mentioned until the Society Conveyance.
- 21. **Promoters shall not mortgage or create a charge:**

After the Promoters executes this Agreement, it shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Flat.

22. **Binding Effect:**

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan at Clause 3 above, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the

booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

23. **Entire Agreement:**

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

24. **Right to Amend:**

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

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

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

26. **Severability:**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the other Flat/units/areas/spaces in the Real Estate Project.

28. **Further Assurances:**

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

29. **Place of Execution:**

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

30. The Allottee and/or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoters will attend such office and admit execution thereof.

31. All notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of the Allottee _____
(Allottee's Address) _____
Notified Email ID: _____

Promoters Name - M/s. Ekta Shubham Venture
(Promoters Address) -401, Hallmark Business Plaza,
off Western Express Highway,
Kalanagar, Bandra (East), Mumbai – 400051
Notified Email ID: customercare@ektaworld.com

It shall be the duty of the Allottee and the Promoters 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 Promoters or the Allottee, as the case may be.

32. **Joint Allottees:**

That in case there are Joint Allottees 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 to consider as properly served on all the Allottees.

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

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

34. **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.

35. Governing Law:

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

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

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

All that piece or parcel of land or ground together with the messuage, tenement or dwelling house known as "Lizzie Villa", a garage and a toilet block for servants admeasuring 1150 sq. ft. built-up area (equivalent to 106.84 sq. mtrs.), then standing thereon situate, lying and being at Chembur in the village of Vadavli and Borla Taluka Salsette in Greater Bombay in the registration Sub-district of Bandra district Bombay Suburban, containing by admeasurement i.e. 614.90 sq. mtrs. or thereabout being Plot No. 5 of The Union Land & Building Society Private Scheme now known as Union Park and being part and Portion of land bearing Survey Nos. 7, 8, 9 and 85 and Hissa Nos. 3, 2, A, B and Nil respectively and bounded as follows:-

On or towards the North : by Road and the Union Land & Building Society Private Scheme now known as Union Park,

On or towards the South : by vacant Plot,

On or towards the East : by Plot No. 6 of The Union Land & Building Society Private Scheme now known as Union Park; and

On or towards the West : by Plot No. 4 of the Union Land and Building Society Private Scheme now known as Union Park.

THE SECOND SCHEDULE ABOVE REFERRED TO :

Common Areas, facilities and amenities.

- Fully air-conditioned grand entrance lobby with access card entry
- High speed elevators
- Video door phone
- Intercom connectivity
- Designer Sky Lounge with landscaping & banqueting facilities
- Underground & overhead water tanks
- Submersible pumps with sensors
- Fire fighting provision
- Rain water harvesting

- Vermiculture pit

THE THIRD SCHEDULE ABOVE REFERRED TO :

Description of Flat :

Flat No.....admeasuring sq. ft. (Carpet area) with attached balcony/ies aggregately admeasuring _____ square meters on floor of the building “Legranz” standing on the Property more particularly described in the First Schedule above together with car park in the stilt.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

Apartment Amenities

- Imported marble flooring in the entire apartment
- Split Air conditioners in living room & bedrooms, lights and ceiling fans with regulators in all the rooms
- Video intercom security
- Broadband internet connection in all the rooms
- Grand designer doors
- Anodized heavy duty windows
- Marble / Granite frames for the external windows
- Hardware fittings
- Concealed copper wiring
- Modular kitchen with granite platform top with stainless steel sink, refrigerator, washing machine, microwave, hob & chimney.
- Washrooms with imported marble blended with designer tiles for each bathroom with fittings and glass partition for shower area
- POP/ Gypsum on wall with luster finish paint and designer false ceiling in the entire apartment

SIGNED AND DELIVERED BY THE)

WITHIN NAMED Allottee)

_____)

_____)

In the presence of WITNESSES:)

1.Name _____)

Signature _____)

2.Name _____)

Signature _____)

SIGNED AND DELIVERED BY THE)

WITHIN NAMED Promoters)

EKTA SHUBHAM VENTURE)

Through its Director)

_____)

At _____ on _____)

In the presence of WITNESSES:)

1. Name _____)

Signature _____)

2. Name _____)

Signature _____)

Draft without prejudice