

PROVISIONAL ALLOTMENT LETTER

Mr. / Mrs. / M/s _____

Sub: Provisional Allotment of Apartment No. _____, admeasuring _____ sq.ft. of carpet area approximately equivalent to _____ sq.ft. on _____ Floor in the proposed building known as "**Windsor**" to be constructed on land bearing Survey No. 41 (part) corresponding to CTS No. 824 (Part) and old CTS No. 809/A/1/19A/1/1/1A and new No. 809A/1/19A/1/1/1A/3A/1/2 of Village Poisar Taluka Borivali, situated at _____, Mumbai.

Dear Sir / Madam,

1. You are aware that I am the owner of the aforesaid land and entitled to develop and construct a Residential Apartment in the new building known as "Windsor" as per the prevailing Development Control Regulation.
2. You have also agreed and confirmed that you shall execute a written agreement for sale in respect of the said Apartment, subject to payment as per the Schedule of the said Agreement.
3. We have also explained to you the phase wise development of the said property. We further also explained to you that the layout of the said property is subject to amendment and changes at our sole discretion and subject to final approval from concerned authorities.
4. The total consideration for the Apartment is Rs. _____/- (Rupees _____ Only). You have agreed to pay the balance consideration as per the terms and conditions more particularly described in the Schedule of the Agreement to be executed by you, time being essence of payment. In case of any failure on your part to make payment as per the schedule given here in below, we have a right to forfeit the amount paid by you and / or charge interest @18% per annum on the due amount, up to the date of payment amount due together with interest thereon and/or shall be entitled to terminate allotment of the Apartment without giving any notice to you.
5. You have agreed and confirmed that you shall not create any third party right/s on the said Apartment, nor shall you be entitled to sell the said Apartment on or before _____ months from the date of execution of Agreement.
6. You have agreed and confirmed that the total charges of stamp duty and registration shall be borne by you before taking possession or before the receipt of O.C, whichever is earlier.
7. You have inspected the Approved plans of the said Project and the Title documents of the said Property; however we are entitled to modify the plans as approved by Municipal Corporation of Greater Mumbai.
8. You also confirm that until the time of the agreement is executed, you shall not have any right, title interest in respect of the said Apartment and amount paid shall remain with us as non-interest bearing deposit.

9. You have further agreed to pay the additional amounts other than the consideration for the Apartment, as described in the proposed Agreement.
10. We shall have full right and absolute authority and shall be entitled to, at any time hereafter to change alter and amend the layout, plans, designs, elevation etc. of the building known as "Windsor" and you shall not have any objection/s in this regard.
11. The transaction covered by this agreement is understood to be a sale liable under the Value Added Tax (VAT) and Service Tax / GST as per the existing regulations. The VAT and Service Tax / GST or any other tax that is liable to be paid or may become liable to be paid in future under any statute Central to State shall be payable by the Allottee/s.
12. You are requested to sign in confirmation of accepting the terms as mentioned hereinabove by subscribing your signature on this letter and copy of this letter.
13. The carpet area shall include the door jambs and RCC columns offset, however the actual carpet area on site shall differ because of skirting, POP, Tiling, Plaster and you shall not object to such difference or be entitled to any remuneration for such difference in carpet area.

Thanking you,

**MR. GADIRAJU SUBRAMANYAM RAJU,
SOLE PROPRIETOR OF TIRUPATHI
ENTERPRISES**

I/ We agree and confirm the same

Allottee

NOTE :

1. Stamp Duty, Registration, Service Tax / GST, VAT charges are subject to change as per the Government Norms, Registration of Agreement for sale should be done within 60 days from the date of issuance of the Allotment Letter.
2. Stamp Duty & registration charges to be paid by the Allottees, subject to change without prior intimation.
3. Rs._____/ - Agreement Scanning Charges will be charged at the time registration.
4. Time for Payment of Installments, Deposits and charges is of essence. You are aware that interest applicable as per the Real Estate (Regulation and Development) Act, 2016 (RERA) is payable on all delayed payments.
5. Alteration of the Windows, Grills, External Elevation, and façade is strictly not allowed.
6. Please provide 1 Passport size Photo of applicants, original and photocopy of address proof PAN Card, Driving license, Passport, ration Card Voter ID, Aadhaar Card, Proof of Indian Origin (Any One).

7. Allotment of Apartment is not transferable till the time of Possession.

DRAFT

AGREEMENT FOR SALE

This Agreement made at Mumbai on this _____ day of _____ in the year Two Thousand and _____ (20____);

// B E T W E E N //

MR. GADIRAJU SUBRAMANYAM RAJU, SOLE PROPRIETOR OF TIRUPATHI ENTERPRISES,
acting through his attorney Mr. _____ and/or _____ having address at
Tirupathi Enterprises, Survey No. 41, Opp. ESIS Hospital Beside RNA Sun City,
Thakur Village, Kandivali (East), Mumbai 400101, hereinafter referred to as “**THE
PROMOTER**” (which expression shall unless repugnant to the context or meaning
thereof be deemed to mean and include his heirs, executors, administrators, legal
representatives and assigns) of the **ONE PART**;

AND

Mr. / Mrs. / Miss _____

having his/her/their residence at _____

hereinafter called “**the Allottee /s**” (which expression shall unless it be repugnant to
the context or meaning thereof mean and include his / her / their heirs executors,
administrators and assigns)

OR

(II) MESSRS _____
_____ a partnership firm, having their office at _____
_____, hereinafter called “**the
Allottees**” (which expression shall unless it be repugnant to the context or meaning
thereof mean and include the partners or partner for the time being of the said firm,

the survivors or survivor of them and the heirs executors and administrators of the last surviving partner and their his or her assigns)

OR

(III) _____ LIMITED a company incorporated and registered under the provisions of Companies Act, 1956 (bearing CIN _____ and Registration No. _____) having its Registered Office at _____, hereinafter called "**the Allottee**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title and assigns)

(IV) _____ LLP, a limited liability partnership formed and registered under the Limited Liability Partnership Act, 2008, having registered office at _____ represented herein by its designated partners, _____, hereinafter called "**the Allottee**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the **OTHER PART**;

WHEREAS

- I. Nanabhoy Jeejeebhoy Pvt. Ltd. was the owner of all that piece and parcel of land bearing Survey No. 41 (part), Old C.T.S No. 824 (part) and old C.T.S. No. 809A/1/19A/1/1/1A and new C.T.S No. 809A/1/19A/1/1/1A/3A/1/2 admeasuring 3535 sq. mtrs. or thereabouts in the Revenue Village Poisar, Taluka Borivali, Mumbai Suburban (hereinafter referred to as the "**said Larger Land**"), more particularly described in the First Schedule written hereunder.
- II. The Promoter and his brother Mr. Shesham Raju herein were in possession of the said Larger Land since 1963. The Promoter claimed the adverse possession

over the said Larger Land. The Promoter had also got the user of the said Larger Land changed from Agricultural to Non-agricultural and was carrying on the business of stone crushing activity from the said Larger Land. In 1967 his brother Mr. Shesham Raju relinquished his rights in the said Larger Land in favour of the Promoter.

- III. In the year 1994, the said Nanabhoy Jeejeebhoy Pvt. Ltd. filed a suit before the Hon'ble High Court of Judicature at Bombay (Ordinary Original Civil Jurisdiction) being Suit No. 1212/1994 against the Promoter for declaration that the said Nanabhoy Jeejeebhoy Pvt. Ltd. is the owner of the said Larger Land and the Promoter are the trespasser. The said Nanabhoy Jeejeebhoy Pvt. Ltd. further prayed that the Promoter be ordered and decreed to quit, vacate and remove themselves and hand over the quiet, vacant and peaceful possession of the said Larger Land. The said Nanabhoy Jeejeebhoy Pvt. Ltd. further claimed certain amounts as *mesne* profits and compensation against the Promoter.
- IV. After prolonged negotiations between the parties to the said Suit, the parties thereto agreed to settle the disputes amongst themselves amicably. After the negotiations, the parties thereto filed Consent Terms in the said Suit No. 1212/1994 on 10th August, 2000. The Hon'ble Bombay High Court passed a Decree in terms of Consent Terms filed in the said Suit.
- V. By mutual consent, the parties to the said suit sub-divided the said Larger Plot into two portions, one admeasuring 1770 sq.mtrs. and another 1765 sq.mtrs.
- VI. As per the Decree passed in terms of the Consent Terms, the said Nanabhoy Jeejeebhai Pvt. Ltd. became solely entitled to all that piece and parcel of land admeasuring 1770 sq.mtrs. out of the said Larger Plot. The Promoter agreed not to claim any right, title and interest in this portion of land admeasuring 1770 sq. meters.

- VII. The said Nanabhoy Jeejeebhoy Pvt. Ltd. surrendered the portion of land admeasuring 1770 sq. mtrs. to the said Municipal Corporation for Greater Mumbai. The said Nanabhoy Jeejeebhoy Pvt. Ltd. became solely entitled to the Compensatory FSI to be generated on the surrender of the said portion of land admeasuring 1770 sq.mtrs. to the MCGM and the said Nanabhoy Jeejeebhoy Pvt. Ltd. agreed not to claim any right, title and interest in the land admeasuring 1765 sq.mtrs.
- VIII. As per the said Consent Terms dated 10th August 2000, the Promoter herein was declared as the sole owner of all that piece and parcel of land admeasuring 1765 sq. mtrs. out of the said Larger Land (hereinafter referred to as the “**said Project Land**”), more particularly described in the Second Schedule hereunder written.
- IX. The Promoter filed application under Section 31 of the Bombay Stamp Act, 1958 and got the said Consent Terms duly adjudicated by the Collector of Stamps, under Adjudication Case No. 1772/2005. The Promoter also executed a Deed of Confirmation confirming the execution of the said Consent Terms. The said Deed of Confirmation together with the Consent Terms are registered with the Sub-Registrar of Assurances, Borivali-6, under Registration No. BDR-12/4259/2005 dated 29th August, 2005. Annexed hereto and marked as **ANNEXURE-I** is the true copy of the said Confirmation Deed together with Decree in terms of Consent Terms.
- X. The name of the Promoter was duly mutated on 7/12 Extract vide Entry No. No.681, as per the permission of the Talati, Kandivali for village Poisar, Tahsil Borivali on 12/09/2005.
- XI. The Promoter applied to the Competent Authority appointed under the provisions of Urban Land (Ceiling and Regulation) Act, 1976 and was granted

permission to develop the said Project Land as per reference number NOC/ULC/D.III/SEC.20/(NGL)/SR- XV-2394/B-376 dated 10th January, 2006.

A true copy of the said Order dated 10th January, 2006 is annexed hereto and marked as ANNEXURE-II.

XII. Vide order dated 20.01.2006 passed by the Collector, Mumbai Suburban District bearing No. Order-C/Office-7A/ Amalgamation/Sub-Division/S.R.3859 and the order passed by the City Survey Officer bearing No. C.S./Poisar/M.R. No.94/06 dated 12th April, 2006 the Larger Land was sub-divided and New Property Card for C.T.S. No. 809/A/1/19A/1/1/1A was prepared with respect to the said Project Land, and with new C.T.S No. 809/A/1/19/A/1/1/1/A/3/A/1/2 more particularly described in the Second Schedule hereunder written. A true copy of the said Property Register Card is annexed hereto and marked as ANNEXURE-III.

XIII. On 31.3.2006, the Promoter herein decided to develop the said Project Land under the name of his proprietary concern "Tirupathi Enterprises" after converting the from Capital Asset to Stock-in-Trade of Real Estate business. Now, the Promoter is seized and possessed of and well and sufficiently entitled to the said property as stock-in-trade of his proprietary concern Tirupathi Enterprises.

XIV. The Promoter submitted the plans for approval of the MCGM and MCGM approved the plans submitted by the Promoter. The Promoter obtained I.O.D dated 27th April, 2006 and subsequently Commencement Certificate on 8th May, 2006. After getting the Commencement Certificate the Promoter commenced and completed the construction of the proposed building upto the plinth level.

XV. The Promoter prepared amended plans to utilise and consume full available FSI for submitting the same for approval of the appropriate authority.

- XVI. The Promoter on the basis of IOD, CC and the amended plans has committed sale of certain shops/units/ Apartments to certain Allottees and issued allotment letters in respect of the sale of shop / Apartment/ Unit.
- XVII. On 26th May, 2006, the Municipal Corporation issued a stop-work notice to the Promoter under Section 354 A was issued as per direction of the Forest Department. As a result of this stop work of notice amended plans was not approved.
- XVIII. As per the provisions of Section 35(3) of Indian Forest Act, 1927 and as per the Circular issued by the Government of Maharashtra, Revenue and Forest Department bearing No. F/L.D./100/C.R./243/F-3 dated 16th December, 2004 and S-30/2004/L-6 dated 14th July, 2004, the Government of Maharashtra declared the said Project Land as a private forest, under the provisions of Maharashtra Private Forests (Acquisition) Act, 1975.
- XIX. The Promoter challenged the said circular issued by the Government of Maharashtra, Revenue and Forest Department in Writ Petition No. 2985/2006 before the Hon'ble High Court of Judicature at Bombay. The Hon'ble Bombay High Court vide judgment dated 24th March, 2008 in Writ Petition No. 2985/2006 and other connected writ petitions, dismissed the writ petition filed by the Promoter.
- XX. The Promoter challenged the said judgment of the Hon'ble Bombay High Court before the Hon'ble Supreme Court of India in Special Leave Petition No.21389/2008.
- XXI. The Hon'ble Supreme Court of India vide judgment passed in Civil Appeal No. 1114/2014 arising out of Special Leave Petition No. 21389/2008 set aside the judgment passed by the Hon'ble Bombay High Court.

XXII. In view of the judgment passed by the Hon'ble Supreme Court of India, the Government of Maharashtra directed the revenue authorities to delete the remark of the acquisition of the said Project Land and accordingly, the City Survey Officer deleted the remark of acquisition in the property card as directed by the State of Maharashtra under the provisions of Indian Forest Act and Maharashtra Private Forest (Acquisition) Act. As per letter dated 12.12.2014 bearing number U/No. S. 30/2008/PC 281/F3 the entry of private forest land is removed from 7/12 Extract, 6/12 Extract and also from property card. Since in the rectified certified copy of Property Card with respect to CTS No. 809-A/1/19-A/1/1/1A/3A/1/2, the entry of private forest was deleted, copy of 7/12, 6/12 Extract ratified deleting private forest and stop work notice dated 25.05.2006 stands complied with. The plans are revalidated vide letter dated 10.03.2015 issued by Deputy Chief Engineer (5P) WS II, R Ward.

XXIII. Under the circumstances, the Promoter herein is seized, possessed of and otherwise well and sufficiently entitled to the said Project Land.

XXIV. The Promoter is fully seized, possessed of and well and sufficiently entitled to the said Project Land and is desirous of carrying out development of the said Project Land by utilising existing/future FSI which may be made available due to change in existing DC rules, regulations with respect to the said land and by acquiring and utilizing TDR FSI and Compensatory FSI for the construction of the New Building.

XXV. Thus, the Promoter herein is entitled and enjoined upon to construct buildings on the said Project Land;

XXVI. The Promoter again submitted the amended plans prepared in 2006 for the construction of the proposed building on the said Plot to MCGM for approval.

On 23rd June, 2015, the MCGM issued a fresh I.O.D bearing no. CHE/ A-3919/BP (WS)/ AR for the development on the said Plot. Annexed hereto and marked as **ANNEXURE-IV** is the true copy of the said I.O.D. dated 23rd June, 2015 issued by the Municipal Corporation for Greater Mumbai.

XXVII. The Promoter has submitted to the Municipal Corporation of Greater Mumbai the plans for proposed construction and received sanction to the same vide IOD as per file No. CHE/ A-3919/BP(WS)/ AR dated 23rd day of June, 2015 for construction of building known as "**THE WINDSOR**" consisting of two wings "A" and "B" (hereinafter referred to as the "**said Building**"). The "A" Wing of the said Building shall consist of Stilt and 20 upper floors and "B" Wing shall consist of Stilt and 7 Upper Floors. The Promoter has also received commencement certificate bearing No. CHE/A-3919/BP (WS)/AR dated 2nd September, 2015. The copies of IOD and Commencement Certificate are annexed hereto and marked as **ANNEXURE-V and VI**, respectively. Location Plan of the said Project Plot is also hereto annexed and collectively marked as **ANNEXURE - VII**.

XXVIII. The Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "**Apartment**") in "A / B" Wing of the building known as "**The Windsor**" (herein after referred to as the said "**Building**") being constructed in on the said Project Land by the Promoter.

XXIX. The Promoter is in process to register the Project under the provisions of the said Act with the Real Estate Regulatory Authority;

XXX. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

XXXI. The Promoter has engaged the services of Mr. H.A. Mehta, Architect, to prepare the structural designs and drawings thereof and the construction of the New Building comprising of two Wings A and B on the said Project Land under the professional supervision of the said and/or other architects and structural engineer(s) till the completion of the said building/s as required under the laws of the local authorities for the time being in force.

XXXII. The Promoter has sole and exclusive right to sell the Apartments in the said Building/s to be constructed by the Promoter on the said Project Land and to enter into Agreement/s with the Allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

XXXIII. The Allottee/s has/have inspected the Title Documents with respect to the said Project Land, said Plans, N.A. Order, permissions granted by the Municipal Corporation for Greater Mumbai, Commencement Certificate and all other relevant documents. The Allottee/s has/have accepted the Title Certificate in respect of the said Project Land dated _____, issued by Bhandary and Bhandary, Advocates and Solicitors, of the Promoter, a copy whereof is annexed and marked as **ANNEXURE-VIII**. The Allottee/s has/have fully satisfied himself/herself/themselves about the title of the Promoter to the said Project Land and to develop and construct the various Apartments and to allot/sell such Apartments therein in the manner herein contained and the Allottee/s has/have agreed that he/she/they shall not be entitled to raise any requisition/query/demand with regard thereto;

XXXIV. The Allottee hereby admit and confirm that he/she/they had demanded from the Promoter and the Promoter has given inspection to the Allottees/s of all the documents referred to hereinabove viz. title relating to the said Project Land, permissions, approvals, sanctions, plans, designs, specifications

sanctioned by the Municipal Corporation for Greater Mumbai and other concerned authorities as also the relevant Revenue Records in respect of the said Project Land and all other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (said Act) and the Rules and Regulations thereunder and all other documents required to be furnished to the Allottee/s as per the provisions of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and that at the specific request made by the Allottee/s the Promoter has furnished to the Allottees the photo copies of all the said documents prior to the execution of this Agreement and the Allottee/s do/es hereby admit, acknowledge and confirm the receipt thereof from the Promoter;

XXXV. The Promoter has got the approvals from the MCGM to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building/s.

XXXVI. While sanctioning the said plans the said MCGM and/or State of Maharashtra has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Project Land and the said Building/s and upon due observance and performance of which only the completion or Occupancy Certificate in respect of the said building/s shall be granted by the Municipal Corporation for Greater Mumbai.

XXXVII. The Promoter has accordingly commenced construction of the said building/s in accordance with the said plans.

XXXVIII. The Allottee/s has/have applied to the Promoter for allotment of an Apartment No. _____ admeasuring _____ sq.ft. of carpet area, on

the _____ floor in "A" / "B" Wing of the said building known as "**The Windsor**" (hereinafter referred to as the "**said Building**"), more particularly described in the Third Schedule written hereunder, being constructed on the said Project Land;

XXXIX. The carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment.

XL. 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;

XLI. Prior to the execution of these presents the Allottee/s has/have paid to the Promoter a sum of Rs. _____ (Rupees _____) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

XLII. As per Section 13 of the said Act and as per Section 4 of the MOFA the Promoter and the Allottee/s are required to execute a written Agreement for allotment and sale of the said Apartment to the Allottee/s, being these presents and also to register the said Agreement under the Registration Act, 1908.

XLIII. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the said Apartment and ____ parking on the terms and conditions contained hereinbelow:

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

1. The Parties hereby agree and confirm that what is stated in the Recitals hereinabove shall be deemed to form an integral part of this Agreement, as if the same are reproduced herein *ad-verbatim*.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions:

In this Agreement, in addition to the terms specifically defined in the body of the Agreement (including in the Recitals) the following terms, words and expressions, unless inconsistent with the context, shall have the meanings assigned hereto as under :

“Act” shall mean the Real Estate (Regulation and Development) Act, 2016

“Apartment” shall mean the Apartment agreed to be purchased by the Allottee/s from the Promoter as per this Agreement.

“Carpet Area” shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas covered under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment.

Common areas” shall mean

(i) the said Project Land to be used for construction of the said Project;

(ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of Apartments / Buildings to be constructed in the said Project;

(iii) the common basements, terraces, parks, play areas, open parking areas and common storage spaces forming part of the said Project;

(iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel of the association of Allottee/s of Project;

(v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;

(vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use in Project;

(vii) all community and commercial facilities as provided in the said Project;

(viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use in the said Project;

“Covered Parking” means and enclosed or covered area as approved by Municipal Corporation for Greater Mumbai parking of the vehicle of the Allottees of the Apartments under the Stilt.

“MOFA” shall mean Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer Act), 1963.

***“Project Land”** shall mean the land or ground bearing portion “B” with messuage, situate laying and being admeasuring 1765 sq.mtrs. or thereabouts forming part of land bearing Survey No. 41 (part) corresponding to CTS No. 824 (Part) and old CTS No. 809/A/1/19A/1/1/1A and new No. 809A/1/19A/1/1/1A/3A/1/2 of Village Poisar Taluka Borivali.*

***“Rules”** shall mean Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on Website), Rules, 2017.*

2.2 Interpretation:

Except where the context requires otherwise, this Agreement will be interpreted as follows:

- i. the Recitals, Schedule and Annexure/s form an integral and operative part of this Agreement;
- ii. where a word or phrase is defined speech and grammatical forms/variations of such word or phrase, shall have corresponding meanings;
- iii. any reference to Clause, Schedule or Annexure shall be deemed to be a reference to a Clause, Schedule or Annexure respectively of this Agreement;
- iv. any reference to any enactment or statutory provision is a reference to it as it may have been, or may from time to time be, amended, modified,

consolidated or re-enacted;

v. words importing the singular shall include plural and vice versa; and

vi. words denoting any gender shall include all genders.

3. The Promoter is developing the said Project Land by constructing various Apartments on the said Project Land, more particularly described in the Second Schedule written hereunder to be known as "**The Windsor**" consisting of two Wings "**A**" and "**B**".

4. The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____ on the _____ Floor, of the building known as "**The Windsor**" in "A" / "B" Wing, having carpet area admeasuring _____ sq. metres (hereinafter referred to as "**the Apartment**") as shown in the Floor plan thereof hereto annexed and marked **ANNEXURE-IX** for the total consideration of Rs. _____ (Rupees _____ Only) which is inclusive of the proportionate price of the common areas and facilities. The Allottee/s expressly consent/s to such changes in the said share and hereby expressly authorizes the Promoter to so increase or decrease the said share of the Allottee/s in the said common areas and facilities and limited common areas and facilities of the said Building and the Allottee/s hereby irrevocably agree/s to accept the said share as changed as aforesaid.

5. The Promoter is also allotting to the Allottee/s, Car Parking in the said Building and the consideration for the same is included in the said total consideration, as aforesaid.

6. Thus, the total aggregate consideration amount for the said Apartment including garages/car parking spaces is Rs._____/- (Rupees _____ Only). The said consideration of Rs._____/- (Rupees _____ Only) is payable by the Allottee to the Promoter in the following manner:-

FOR APARTMENT IN A-WING

- (a) Rs. _____ Before the execution of these presents
- (b) Rs. _____ on completion of plinth
- (c) Rs. _____ on completion of First slab of A-Wing.
- (d) Rs. _____ on completion of Second slab of A-Wing.
- (e) Rs. _____ on completion of Third slab of A-Wing.
- (f) Rs. _____ on completion of Fourth slab of A-Wing.
- (g) Rs. _____ on completion of Fifth slab of A-Wing
- (h) Rs. _____ on completion of Sixth slab of A-Wing.
- (i) Rs. _____ on completion of Seventh slab of A-Wing.
- (j) Rs. _____ on completion of Eighth slab of A-Wing.
- (k) Rs. _____ on completion of Ninth slab of A-Wing.
- (l) Rs. _____ on completion of Tenth slab of A-Wing.
- (m) Rs. _____ on completion of Eleventh slab of A-Wing.
- (n) Rs. _____ on completion of Twelve slab of A-Wing.
- (o) Rs. _____ on completion of Thirteen slab of A-Wing.
- (p) Rs. _____ on completion of Fourteen slab of A-Wing.
- (q) Rs. _____ on completion of Fifteen slab of A-Wing.
- (r) Rs. _____ on completion of Sixteen slab of A-Wing.
- (s) Rs. _____ on completion of Plastering of A-Wing.
- (t) Rs. _____ on completion of Flooring and coloring of A-Wing.

(u) Rs. _____ being the balance of agreed sale price as aforesaid within seven days of the Promoter intimating in writing to the Allottee/s that the said Apartment are ready for occupation in terms of Agreement herein.

FOR APARTMENT IN B-WING

- (a) Rs. _____ Before the execution of these presents
- (b) Rs. _____ on completion of plinth
- (c) Rs. _____ on completion of First slab of B-Wing.
- (d) Rs. _____ on completion of Second slab of B-Wing.
- (e) Rs. _____ on completion of Third slab of B-Wing.
- (f) Rs. _____ on completion of Fourth slab of B-Wing.
- (g) Rs. _____ on completion of Fifth slab of B-Wing
- (h) Rs. _____ on completion of Sixth slab of B-Wing.
- (i) Rs. _____ on completion of Seventh slab of B-Wing.
- (j) Rs. _____ on completion of Plastering of B-Wing.
- (k) Rs. _____ on completion of Flooring.
- (l) Rs. _____ being the balance of agreed sale price as aforesaid within seven days of the Promoter intimating in writing to the Allottee/s that the said Apartment is ready for occupation in terms of Agreement herein.

FOR APARTMENT / SHOP ON GROUND FLOOR

- (a) Rs. _____ Before the execution of these presents
- (b) Rs. _____ on completion of plinth
- (c) Rs. _____ on completion of First slab of A-Wing.
- (d) Rs. _____ on completion of Fourth slab of A-Wing.
- (e) Rs. _____ on completion of sixth slab of A-Wing.
- (f) Rs. _____ on completion of tenth slab of A-Wing.
- (g) Rs. _____ on completion of thirteen slab of A-Wing

(h) Rs. _____ on completion of sixteen slab of A-Wing.

(i) Rs. _____ on completion of Plastering of A-Wing.

(j) Rs. _____ on completion of Flooring and coloring of A-Wing.

(k) Rs. _____ being the balance of agreed sale price as aforesaid within seven days of the Promoter intimating in writing to the Allottee/s that the said Apartment is ready for occupation in terms of Agreement herein.

7. The said Consideration excludes Taxes (consisting of tax paid or payable by way of Value Added Tax (VAT), Service Tax, Good & Service Tax (GST) and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project by the Promoters) up to the date of handing over the possession of the said Apartment.
8. The Total consideration is escalation free, save and except escalations/increases due to increase on account of development charges payable to the concerned local authority or any other competent authority and/or any other increase in charges which may be levied or imposed by the any competent authority / Local Bodies/Government from time to time.
9. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Apartments is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If

there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee/s as per Ready Reckoner Rate (ASR) prevailing on the date of Occupation Certificate.

10. The Allottee/s authorize/s the Promoter to adjust/appropriate all payments made by him/her/them /it under any heads of dues against lawful outstanding, if any, in his/her/their/its name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter to adjust his/her/their/its payments in any manner.
11. Time is of essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Building and said Project and handing over the said Apartment to the Allottee/s and the common areas to the Association of the Allottees after receiving the occupancy certificate or the completion certificate of all the Apartments in the said Project. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under this Agreement as per the Schedule of payment described hereinabove ("**Payment Plan**") and the Allottee/s shall be liable to pay interest as per Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on Website) Rules, 2017 (hereinafter referred to as "**the said Rule**"), on all delayed payments including delay in payment of the Service Tax / GST / MVAT and other taxes as applicable from the due date till the date of payment thereof.
12. The Allottee/s deduct from the aforesaid purchase price an amount equivalent to 1% as TDS as per the provisions of Section 194-IA of the Income Tax Act, 1961 and shall deposit the said amount to the credit of Central Government and issue

a TDS Certificate in favour of the Promoter in the prescribed Form No.16B for the same, within 15 (Fifteen) working days from the payment thereof.

13. The Allottee/s has /have simultaneously with the execution of these presents paid to the Promoter a sum of Rs._____ /- (Rupees _____ only) being MVAT payable on this Agreement as per the prevailing laws.
14. The Allottee/s is/are aware that as per present statute, Service Tax / GST are leviable / applicable on the purchase price payable hereunder and consequently the amount of each installment payable by the Allottee/s to the Promoter in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Allottee/s hereby undertake/s to pay the amount of the Service Tax / GST along with each installment from the effective date and shall not dispute or object to payment of such statutory dues. The Promoter shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of Service Tax /GST applicable thereon and the Allottee/s shall be deemed to have committed default in payment of amount due to the Promoters hereunder if such payment is not accompanied with the applicable Service Tax / GST.

Provided Further that if on account of change / amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Allottee/s to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Allottee/s shall be solely and exclusively liable to bear and pay the same.

15. Without prejudice to the right of the Promoter to receive interest as per the said Rules, or the Allottee/s' committing three defaults in payment on 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 concerned local authority and other outgoings) and on the Allottee/s committing any three defaults in the payment of instalments, the Promoter shall at its own option, may terminate this Agreement:

Provided that, the Promoter shall give notice of 15 (Fifteen) days' in writing to the Allottee/s, by Registered Post Acknowledgement Due at the address provided by the Allottee/s and also mail at the e-mail address provided by the Allottee/s, intimating its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which Promoter intends to terminate the Agreement. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoter within the said notice period then at the end of such notice period, this Agreement shall stand terminated.

16. Provided further that upon termination of this Agreement as aforesaid, the consequences hereinafter set out shall follow:

- a) the Allottee/s shall cease to have any right or interest in the said Apartment or any part thereof;
- b) the Promoter shall be entitled to sell the said Apartment at such price and on the terms and conditions to such other person or party as the Promoter may in their absolute discretion deem fit;
- c) the Promoter shall refund to the Allottee/s the amount till then paid by the Allottee/s to the Promoter towards purchase price with interest as per the said Rule after deducting therefrom:

- (i) 20% of the purchase price of the said Apartment (which is to stand forfeited to the Promoter as liquidated damages);
 - (ii) deduct Service Tax / GST, VAT and / or any other amount due and payable by the Allottee/s and / or paid by the Promoter in respect of the said Apartment;
 - (iii) the taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Apartment upto the date of termination of this Agreement;
 - (iv) the amount of interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- (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 compensation, damages, costs or otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as Stamp Duty, Registration Fees, GST or any other taxes 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 Apartment. The Allottee/s agree/s that receipt of the said refund by cheque from the Promoter 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.

17. The fixtures, fittings and amenities to be provided by the Promoter in the said Apartment and the said Building are set out in ANNEXURE-X annexed hereto. The Promoter shall endeavour to provide the amenities of the same specifications as herein stated. However, in the event amenities of the said specifications are not available in the market then the Promoter shall provide amenities of similar quality or as close to the said specifications as the circumstances may permit or their near substitutes.
18. The Promoter has informed the Allottee/s that it may construct the electricity sub-station on any part of the said Project Land, if so required by the electricity supply company/authority.
19. The Promoter hereby agrees to observe, perform and comply with the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the Planning Authority at the time of sanctioning the plans or thereafter and shall obtain before handing over possession of the said Apartment to the Allottee/s, occupation certificate in respect of the said Apartment.
20. The Promoter shall give possession of the said Apartment to the Allottee/s on or before 31st December, 2019. If the Promoter fails or neglects to give possession of the said Apartment to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by it in respect of the said Apartment with interest as per the said Rule from the date the Promoter have received the sum till the date of the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving possession of the said Apartment on the aforesaid date, if the completion of the said Apartment is to be situated is delayed on account of-

- (i) War, civil commotion or act of God;
 - (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
 - (iii) Any other act/case beyond the Promoters' control.
 - (iv) Non-payment by the other Allottees in the said Building in the same level.
 - (v) Delay in issuance of Occupation Certificate by the Municipal Corporation for Greater Mumbai.
21. The Promoter, upon obtaining the Occupation Certificate from the competent authority shall offer in writing the possession of the said Apartment to the Allottee/s provided all the payments shall have been made by the Allottee/s in terms of this Agreement.
22. The Allottee/s agree/s to pay the maintenance charges as determined by the Promoter or association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 10 days of receiving the Occupancy Certificate of the Project.
23. The Allottee/s shall take possession of the said Apartment within 15 (Fifteen) days of the written notice from the Promoter to the Allottee/s intimating that the said Apartment is ready for use and occupancy.
24. Upon receiving a written intimation from the Promoter as per clause 23, the Allottee/s shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentations

in accordance with this Agreement, and thereafter Promoter shall give possession of the said Apartment to the Allottees. In case the Allottee/s fail/s to take possession within the time provided in clause 24 the Allottee/s shall continue to be liable to pay maintenance charges as applicable.

25. If within a period of five years from the date of handing over the said Apartment to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the said Apartment or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive compensation for such defect in the manner as provided under the said Act.
26. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned Planning Authorities and the other concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.
27. The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project land is _____ Square meters only and Promoter has utilized the said Floor Space Index for construction on the said Project Land.
28. The Allottee/s hereby expressly agree that in the event of the Public Authority at any time acquiring any portion of the said Property prior to the issuance of the full Occupation Certificate in respect of the said Project, all the benefits of such acquisition, i.e. by way of compensation and/or F.A.R. / F.S.I./T.D.R., shall

be the exclusive property of the Promoter and the Allottee/s shall have no right, claim or demand in respect thereof or any part thereto.

29. The Promoter will be selling the Apartments and other spaces in the said Building on what is known as "**Ownership Basis**" under the said Act, with a view that ultimately at the option of the Promoter, the Promoter shall either submit the said Property to the provisions of the Maharashtra Apartment Ownership Act, 1970 (MAO Act) by executing and registering a Declaration in pursuance of Section 2 thereof and executing Deeds of Apartment in favour of the Allottees of Apartments or the Promoter shall constitute and register a Co-operative Society under the Maharashtra Co-operative Societies Act, 1960 or incorporate a limited company under the Companies Act 1956 with the holders of the Apartment other spaces in the said New Building, (including themselves, if it decides to retain some of the Apartments for the purpose of self-use, leave and licence and/or lease) as the shareholders, and upon all the Allottees of Apartments in the said Building paying to the Promoter their respective dues and strictly complying with and adhering to all the terms and conditions of their respective Agreement with the Promoter;
30. The Allottee/s shall have no claim of any nature whatsoever, save and except in respect of the said Apartment agreed to be sold to him/her/them/it hereunder by the Promoter. All open spaces, lobbies, terraces and all other common areas and other premises will remain the property of the Promoter until the ownership rights of the said Property is duly assigned or transferred together with the said Apartment to the proposed Co-operative Society / Condominium / Private Limited Company, as the case may be, as hereinafter mentioned, subject, however, to the rights of the Promoter as herein stated.

31. Nothing contained in this Agreement shall be construed so as to confer upon the Allottee/s any right whatsoever into or upon the said Building or the other Apartments in the said Building or any part thereof. It is hereby expressly agreed that such conferment shall take place only on execution of Deed of Conveyance / Deeds of Apartment of the said Project Land together structure constructed thereon in favour of the Co-operative Society / Condominium / Private Limited Company, that may be formed and the Allottee/s becoming a Member/s of the said Co-operative Society / Condominium / Private Limited Company, as hereinafter mentioned.
32. It is hereby expressly agreed that the Promoter shall be entitled to sell all other Apartments in the said Building as also in in the other structures that may hereafter be constructed on the said Project Land, for any user as may be permitted by the concerned authorities and the Allottee/s thereof shall be entitled to use the said Apartment agreed to be purchased by him/her/them accordingly. The Allottee/s shall not object to the user of the other Apartments in the said Building or in any other structure on the said Project Land for the aforesaid purposes by other Allottees.
33. After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take the said Apartment.
34. Without prejudice to the aforesaid, it is hereby expressly agreed and provided that so long as it does not in anyway affect or prejudice the rights of the Allottee/s hereunder in respect of the said Apartment, the Promoter shall be at liberty to transfer by assignment, mortgage or otherwise deal with or dispose of

its right, title or interest in the said Project Land and the structure/s thereon at its sole discretion. The Allottee/s undertake/s not to interfere with the said rights of Promoter in any manner whatsoever. The Promoter shall always be entitled to sign undertakings and indemnities under any law, rules or regulations concerning construction of the said Building and other structures or for implementation of its scheme of development of the said Project Land.

35. The Promoter shall in respect of any amount remaining unpaid by the Allottee/s under this Agreement shall have first charge and lien on the said Apartment agreed to be allotted and sold to the Allottee/s under this Agreement, without prejudice to any other rights and remedies available to the Promoter for recovery of outstanding dues from the Allottee/s and/or against the said Apartment.
36. It is hereby agreed that, so long as the respective Apartments are not separately assessed by the concerned municipal corporation for levy of property taxes and/or for payment of water charge, rates and other outgoings, the Allottee/s shall pay the proportionate share of such taxes, rates and other outgoings assessed on the whole project as more particularly mentioned in ANNEXURE- 'XI' hereto. The Allottee/s shall tentatively pay Rs. _____/- per month in advance to the Promoter towards the same. At the time of taking possession of the said Apartment, the Allottee/s shall deposit with the Promoter a sum of Rs. _____/- (Rupees _____ only) as interest free deposit being 12 months' estimated proportionate taxes, rates and other outgoing of the said Apartment. The Promoter shall be entitled at its sole discretion to utilize the same in payment of the outgoings in respect of the said Apartment and other monies payable by the Allottee/s under this Agreement, if the Allottee/s commit default in payment of the said outstanding and other dues regularly every month. Upon Society / Condominium / Private Limited Company being formed and registered, the said sum or the balance thereof, if

any, lying with the Promoter shall be handed over to such Association. This provision shall not, however, entitle the Allottee/s to require the Promoter to adjust the accruing rates and taxes and outgoings against the said deposit.

37. The Allottee/s shall maintain at his/her/their/its own costs, the said Apartment in the same condition, state and order in which it is delivered to him/her/it/them and shall observe and perform all the terms conditions and covenants contained in this Agreement and shall abide by all bye-laws, rules and regulations of Government, Local Bodies and Authorities, Condominium, Private Limited Company and Cooperative Society when formed as aforesaid and shall attend to, answer and be responsible for all actions, omissions, breaches and violations of any of the conditions or bye-laws, rules or regulations.
38. The Allottee/s agree/s to pay all amounts payable to the Promoter under the terms of this Agreement as and when the same become due and payable. The Promoter is not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excuse by the Allottee/s for non-payment of any amount or amounts due on the respective due events. The Allottee/s hereby covenant/s with the Promoter to pay all amounts agreed to be paid by the Allottee/s under this Agreement and to observe and perform and covenants and conditions in this Agreement and to keep the Promoter indemnified at all times against breach or non-observance of any of the said covenants and conditions, except so far as the same ought to be observed and performed by the Promoter.
39. On the completion of both the Wings in the said Building, the Promoter shall form a cooperative housing society / Condominium / Private Limited Company, as the case may be. The Allottee/s agree/s and undertake/s that as and when required by the Promoter, the Allottee/s shall become the member of such Association and shall sign and execute the application and other papers

and documents necessary for the formation and registration of such Association, including the bye laws of the proposed Condominium / Society within 10 (ten) days of the intimation with regard thereto by the Promoter. The Allottee/s shall not raise any objection to the changes in the draft Bye-laws as may be decided by the Promoter required by the Registrar of the Co-operative Societies and/or other concerned authorities. The Allottee/s at his/her/its/their own costs, shall be bound from time to time to sign all the papers and documents and all other deeds as the Promoter may require him/her/them/it to do from time to time for safeguarding the interest of the Promoter and the Allottees of the other Apartments constructed on the said Project Land. Failure to comply with the provisions of this clause will render this Agreement *ipso-facto* void and stand terminated, revoked and cancelled. The Allottee/s shall ensure that as and when the Promoter shall so require, the Society / Condominium / Private Limited Company shall pass the necessary resolutions confirmation the right of the Promoter to carry out additional construction works in the said Project and other structures on the said Project land and also confirming the right to the Promoter to sell other Apartments and Covered Car Parking Spaces in said Project Land.

40. The Allottee/s shall on demand, deposit with the Promoter his/her/their/it proportionate share towards the deposits and other miscellaneous expenses for installation of water meter, electric meter and gas meter and/or for any other deposit / expenses to be paid by the Promoter to the Local Authority or Body concerned, including the electric supply company or any other energy/gas company.
41. In the event the Society / Condominium / Private Limited Company of the said Allottees of Apartments in said Building is formed and registered before the sale and disposal by the Promoter of all the Apartments in said Building, the powers and authority of the Society / Condominium / Private Limited Company, as the

case may be, shall be subject to the overriding powers of the Promoter in all the matters concerning the same and all amenities pertaining to the same, and in particular the Promoter shall have absolute right, authority and control as regards any unsold Apartments and the sale thereof, as well as the commencement and completion of additional construction, if any, on the said Project Land.

42. It is hereby agreed that the Promoter shall not be liable to bear or share the maintenance charges, electricity charges, water charges or any other outgoings attributed to and in respect of the unsold and un-allotted Apartments. The Promoter shall be liable to bear the Municipal Assessment, if any, payable and that too only if the concerned authorities refuses to grant the benefit of non-occupancy in respect of such unsold Apartments, but nothing else, till all such unsold un-allotted Apartments in the said Building are sold and disposed off / allotted by the Promoter and the Allottee/s thereof is/are put in possession thereof.
43. After the possession of the said Apartment is handed over to the Allottee/s, if any additions or alterations in or about or relating to the said Building are required to be carried out by the Government, Local Authority or any other statutory Authority, the same shall be carried out by the Allottee/s of various Apartments in the said Building including the Allottee/s herein, at his/her/their/its own costs and the Promoter shall not be in any manner liable or responsible for the same.
44. The Allottee/s shall not do or permit to be done any act or thing which may render void or voidable any insurance in respect of the said Building or other structure/s on the said Project Land or cause any increased premium to be

payable in respect thereof or which may likely to cause nuisance or annoyance to users and occupiers of the other Apartment in the said Building.

45. That the Promoter shall prior to executing the vesting documents in favour of the Allottee/s by way of Conveyance Deed in favour of Society or Deeds of Apartments be entitled to develop the said Project land and/or portion or portions thereof fully by constructing and/or making additions in the said building and other Buildings and/or by constructing additional floors/structures so as to avail of the full FSI and TDR FSI permissible at present or in future for the said land and inclusive of staircase, lift, passage, open areas, by way of purchase of floating FSI, TDR, Payment of Premium free FSI which may be available on the said land or acquired otherwise howsoever and including putting up any "Additional Construction" as mentioned above and Promoter shall alone remain entitled for selling the same and appropriating to itself the entire sale proceeds thereof without the Allottee/s or other acquirers of the Apartments in the said Building or Buildings and/or their common organisation having any claim thereto or to any part thereof. The FSI of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Promoter who shall be at liberty to use, deal with, dispose of, sell, transfer etc. the same in any manner as the Promoters may choose and deem fit. The Allottee/s agree/s not to raise any objection and/or claim reduction in price and/or claim compensation and/or damages including on the ground of inconvenience and /or nuisance while putting up such additional construction mentioned above in this Agreement. The Promoter shall be entitled to consume such FSI by raising floor or floors on any structures including the said Building/s and/or putting additional structures and/or by way of extension of said building/s and/or any structure. The document vesting the title of the said portion, vis-a-vis the said Building, and transfer of rights and

benefits of the Promoter as herein mentioned shall be subject *inter-alia* to the aforesaid reservation.

Without prejudice to the aforesaid and absolutely at the discretion of the Promoter, within 12 months after receipt of the Occupancy Certificate from Municipal Corporation with respect to the said Building and after the Promoter has sold all the Apartments and received the purchase price of all the Apartments, etc. in the said Building and all other amounts payable by the Allottee/s thereof under their respective agreements, the Promoter shall transfer or cause to be transferred by execution of the Deed of Conveyance in favour of the Society or Deeds of Apartment in respect of the Apartment in the said Building together with the said Project Land appurtenant thereto. Such Conveyance Deed or Deed of Apartments shall be in keeping with the terms and provisions of this Agreement.

46. This Agreement shall be lodged for registration with the concerned Sub-Registrar of Assurance and the Allottee/s and the Promoter will attend to the office of the concerned Sub-registrar and admit execution hereof, after the Allottee informing him/her/them with the prescribed period of the date on which and the number under which it is lodged for registration by the Allottee/s.
47. The Promoter intends take to insurance for all buildings on the said Project Land and the Construction of all the Apartments from the Insurance Company. The Allottee/s agree to contribute the proportionate share of premium and other charges in respect of the insurance policy to be procured by the Promoter with regard to the title of the said Project Land.
48. All letters circulars, receipts and/or notices issued by the Promoter or any of them and dispatched through courier or post to the address known to them of

the Allottee/s or by email will be a sufficient proof of the receipt thereof by the Allottee/s and shall completely and effectually discharge the Promoter.

49. For this purpose the Allottee/s has/have given the following address:

50. The Allottee/s shall pay to the Promoter the following amounts and deposits:

- i)

10,000/- for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter for preparing and engrossing this agreement and the Deed of Conveyance; (Non-Refundable)
- ii)

Rs.600/- (Rupees Six Hundred Only) for share application and entrance fees for the Condominium /Society and other charges; (Non refundable)
- iii)

b) Rs. 15,000/- (Rupees Fifteen Thousand Only) for being his/her/their share of costs, charges and expenses for and incidental to formation and registration of the society; (Non-refundable)
- iv)

Rs.75,000/- (Rupees Seventy Five Thousand Only) towards twelve months provisional share of taxes, maintenance and other charges (including contribution towards deposits for common water and electric connection and;
- v)

Rs. 30,000/- (Rupees Thirty Thousand Only) Towards installation charges and maintenance of mechanical/stilt parking)
- vi)

Rs.40,000/- (Rupees Forty thousand Only) towards installation charges and deposits, if any, for water connection in respect of said Apartment and common supplies from the Municipality; (Non Refundable)
- vii)

Rs.26,000/- (Rupees Twenty Six Thousand Only) towards installation charges and security deposit charges and security if any for electrical meter;
- viii)

Rs 1,00,000/- (Rupees One Lakh only) towards development charges;

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Total Rs. _____/-

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In addition to the aforesaid amounts, the Allottee/s shall be liable to pay the Service Tax / GST on the advance maintenance charges payable to the Promoter.

In case there be any deficit in this regard, the Allottee/s shall forthwith on demand pay to the Promoter, his/her/their/its proportionate share to make up such deficit.

51. The Promoter shall maintain a separate account in respect of the sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of Condominium / Co-operative Society / Private Limited Company or towards the outgoings, legal charges and shall utilize the said amounts only for the purposes for which they have been received.
52. Any delay or indulgence by the Promoter in enforcing any term or condition of this Agreement or any forbearance or granting of time to the Allottee/s herein or any other Allottee/s of other Apartments in the said Building, shall not be construed as waiver on the part of the Promoter of any such breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s or other such Allottee/s nor shall the same in any manner prejudice the rights and remedies of the Promoter.
53. The Promoter in its sole discretion shall be entitled to provide and grant a right of way over the said Project Land or any part thereof for the beneficial enjoyment of any other adjoining property or properties and the Allottee/s hereby give his/her/their irrevocable consent for the same and agree and undertake that he/she/they/it shall not at any time raise any objection and/or obstruction thereto.

54. The Promoter shall be entitled to alter the terms and conditions of the agreement relating to the unsold Apartments in the said Building and the Allottee/s herein shall have no right to require the enforcement thereof, in his/her/their/its favour or in favour of the said Apartment agreed to be purchased by the Allottee/s under this Agreement. The Allottee/s herein shall exercise his/her/their/its rights under this Agreement only.
55. The Promoter hereby represents and warrants to the Allottee/s as follows:
- (i) The Promoters have clear and marketable title with respect to the project Land, as declared in the title report annexed to this Agreement and has the requisite rights to carry out the development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
 - (ii) The Promoter has lawful rights and requisite approvals from concerned local authority and other competent authorities to carry out development of the project and shall obtain further requisite approvals from time to time to complete the development of the Project;
 - (iii) There are no encumbrances upon the project land or the Project;
 - (iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
 - (v) All approvals, licenses and permits issued by concerned authority and other competent authorities with respect to the project, project land and the said Building are valid and subsisting and have been obtained by following due process of law.

Further, all approvals, licenses and permits issued by the concerned authorities and other competent authorities with respect to the said project shall be obtained by following the due process of law and the Promoter has been and shall at all times, remain to be in compliance with all applicable laws in relation to the said Building, and common areas;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may be prejudicially effected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of the Allottee/s under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Deed of Conveyance in favour of the Association of Allottees / Society / Condominium / Apex Body of the Allottee/s, the Promoter shall hand over lawful, peaceful, physical possession of the common areas of the said Building to the Association of Allottees / Society / Condominium / Apex Body;
- (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and

other outgoings, whatsoever, payable with respect to the said project 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 Project Land) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

56. The Allottee/s with an intention to bind all persons into whosoever hands the said Apartment may come, doth hereby covenant with the Promoter and undertakes as follows:

- i. To maintain the said Apartment at Allottee/s' own costs and risk in good, tenantable, repair and condition from the date of possession of the said Apartment is taken by the Allottee/s, either before or after the issuance of Occupation Certificate in respect thereof, and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated or staircases or any passages, which may be against the rules, regulations or bye-laws of the concerned local or any other authority or charge/alter or make addition in the said Apartment or any part thereof.
- ii. Not to store in the said Apartment / car parking area / Garage or outside, any goods which are of hazardous, combustible or dangerous nature or which are prohibited by law to be brought upon or kept in the said Apartment / car parking area / Garage, or are so heavy that they are likely to or may damage the construction or structure of the said Apartment / car parking area and the Allottee/s shall be liable for the

consequences of the breach on account of negligence or default of the Allottee/s in this behalf and to indemnify the Promoter.

- iii. To carry at his/her/their/its own costs and risk all internal repairs to the said Apartment / car parking area and maintain the said Apartment / car parking area in the condition, state and order in which the same were delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in the said Apartment or the car parking area which may be forbidden by law or rules or regulations concerned local authority or other public authority, and in the event of the Allottee/s committing or permitting any act in contravention of the above provisions, the Allottee/s shall solely be responsible and liable for the consequences thereof to concerned local authority and/or other public authority, and to indemnify the Promoter for all consequences thereof.
- iv. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration in the elevation, chhajja and outside colour scheme of the structure in the said Project Land and shall keep the partitions, sewers, drainage pipes in the said Apartment and appurtenances thereto in good and tenantable repair and condition, and in particular so as to support shelter and protect the other parts of said Building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. parts or other structural members in the said Apartment without the prior written permission of the Promoter as also concerned authority. If, on account of any additions or alterations being carried out by the Allottee/s in the said Apartment (whether such additions and alterations are permitted by the concerned authorities or not), there be any damages to the adjoining Apartment (inclusive of leakage of water

and damages to the drains) the Allottee/s shall at his/her/their/its own costs, risk and expenses repair such damage (including recurrence of such damages).

- v. The Allottee/s shall not permit the closing of the niches or balconies or Chhaja or make any alterations in the outside elevations and outside colour scheme of the said Apartment.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Project Land
- vii. To pay to the Promoter within 7 days of demand by the Promoter, his/her/their/its share of security deposit demanded by the concerned authority or Government for giving Water, Electricity or any other service connection to the said Building.
- viii. To bear and pay the proportionate Municipal Taxes, water charges, common electricity charges and other maintenance charges, on and from the date of taking possession of the said Apartment from the Promoter, including for carrying out renovation/furniture in the said Apartment, either before or after the issuance of the Occupation Certificate.
- ix. To bear and pay increase in local taxes, water charges, insurance premium and such other levy, if any, which are imposed by the concerned local Authority and/or Government and/or other public Authority, on account of changes of user of the said Apartment by the Allottee/s, and indemnify the Promoter in that behalf.
- x. The Allottee/s shall not let, sub-let, transfer assign, or part with Allottee/s' interest or benefit of this Agreement or the said Apartment

or create any third party interest or right or part with the possession of the said Apartment or any part thereof until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s has not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement AND until the Allottee/s has obtained permission in writing of the Promoter for the purpose.

- xi. The Allottee/s shall allow and permit the Promoter and its surveyors and agents and servants, with or without workmen and others, at all reasonable times to enter and upon the said Apartment to view and examine the state and condition thereof and/or for the purpose of repairing and for laying cables, water pipes, fittings, electric wires, structures and other conveniences, facilities and utilities belonging to, serving or used for said Building;
- xii. To observe and perform all the terms and conditions and covenants to be observed and performed by the Allottee/s as set out in this Agreement (including the recitals thereof) and if the Allottee/s neglect/s, omit/s or fail/s to pay any amount for any reason whatsoever to the Promoter due and payable under the terms and condition of this Agreement (whether before or after the delivery of the possession) within the time hereinafter specified or if the Allottee/s shall in any other way fails to perform or observe any of the covenants and stipulation herein contained, the Promoter or any of them shall be entitled to re-enter upon and resume possession of the said Apartment and every part thereof and in that event this Agreement shall *ipso-facto* stand terminated. The Allottee/s herein agree/s that on the Promoter re-entering on any part of the said Apartment, as aforesaid, all the claims,

contentions, demands and the right, title, and interest of the Allottee/s in or to the said Apartment and under this Agreement shall ipso facto cease and the Allottee/s shall also be liable for immediate ejectment as a trespasser. The Allottee/s shall thereupon cease to have any right or interest in the said Apartment and in that event the purchase price till then paid to the Promoter by the Allottee/s, shall within 30 days after such termination be refunded by the Promoter to the Allottee/s, subject to the agreement under Clause 17 above.

xiii. The Promoter shall not be responsible for the consequences arising out of the changes in law or changes in Municipal and other Laws, rules, regulations, etc.

57. If at any time this transaction is held to be liable to any additional tax, cess etc. then such additional amount shall be payable by the Allottee/s to the Promoter, forthwith on demand, failing which the Allottee/s shall be liable to pay the same with interest thereon as per the said Rule, with quarterly rests.
58. The Promoter shall be entitled to construct additional structures like fitness centre, Electric Sub-station/s, office/s for Association, Place of worship, temple, covered and closed garages in open compound, underground and overhead tanks, watchman's cabin/s toilet unit for staff and domestic servants, septic tank/s soak pits, rainwater harvesting system etc. on the said Project Land. Subject however, to the permissions and sanctions for the same being granted by the concerned authority. The Allottee/s hereby give/s irrevocable consent and no objection to the Promoter for carrying out all the said constructions on the said Project Land. All such additional constructions shall be carried out by the Promoter in accordance with and in conformity with the building plans as may be approved by the concerned authorities from time to time.

59. The Promoter shall be entitled to handover amenity space or any other area/premises, said Project Land to the concerned authority and Promoter alone shall be entitled to all the benefits that may be granted by the concerned authority in lieu of the said amenity space and any other reserved area.
60. If any permission is required to be obtained or any compliance is to be effected under any other Central or State legislation and/or the rules framed thereunder and/or under any other order, notification or ordinance whatsoever and by whatever name called, for Conveyance and/or transfer of the said Project with the structures standing thereon in favour of the Co-operative Society / Condominium / Private Limited Company / Apex Body or any other organisation, the same shall be complied with the Allottee/s /the body of all the Allottee/s and/or Co-operative Society / Condominium / Private Limited Company / Apex Body in consultation and co-operation with the Promoter and all costs and charges and expenses, if any, that may have to be incurred in connection therewith shall be borne and paid by the Allottee/s and/or Co-operative Society / Condominium / Private Limited Company / Apex Body.
61. The Agreement sets forth the entire agreement and understanding between the Allottee/s and the Promoter and supersedes, cancels and merges:
- (a) All agreements, negotiations, commitments, writings between the Allottee/s and the Promoter prior to the date of execution of this agreement;
 - (b) All the representations, warranties, commitments, etc. made by the Promoter in any documents, brochure, hoarding, etc. and /or through on any other medium;

(c) The Promoters shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoter under this Agreement;

(d) The Allottee/s agree/s and acknowledge/s that the sample Apartment constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purpose of showcasing the sample Apartment and the Promoter is not liable / required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample Apartment, other than as expressly agreed by the Promoter under this Agreement.

62. The Allottee/s hereby admit and confirm that the Promoter has prior to entering into this Agreement, informed the Allottee/s and the Allottee/s has/have agreed that all Brochures, Pamphlets, Literature and/or Plans whether approved or otherwise, published / issued by the Promoter, showing Gardens, Open Spaces, Recreation Areas or any other details in the said Plans and/or in the Brochure, Pamphlets or otherwise, are all tentative, subject to such variations, modifications and cancellation and/or withdrawal and/or shifting, as the Promoter may deem fit and proper, without any prior notice/intimation in any form to the Allottee/s.

63. Before taking possession of the said Apartment, the Allottee/s will be liable to inspect the said Apartment and completely satisfy himself/herself/themselves/itself with the same in respect of the area, item of work or quality of work or the materials used for the construction of the said

Apartment and the amenities provided therein and after taking possession, the Allottee/s will not be entitled to raise any claim about the area, amenities provided by the Promoter with respect of the said Apartment.

64. Forwarding of this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s, until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules/annexures along with the payment due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when required. If the Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee/s and/or appear before the concerned Sub-Registrar for registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s for allotment of the said Apartment shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without interest or compensation whatsoever.
65. 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 Allottee/s of the said Apartment, in case of transfer, as the said obligation go along with the said Apartment for all intent and purposes.
66. If any provision of this Agreement shall be determined to be void or unenforceable under the said Act or the Rules and Regulations made thereunder

or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted insofar as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the said 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.

67. Whenever in this Agreement it is stipulated that the Allottee/s has/have to make payment, in common with other allottees in the Project, the same shall be proportionate to the carpet area of the said Apartment to the total area of all the Apartment in the said Building.
68. All costs charges and expenses of and incidental to or in connection with preparation, engrossment, stamping and registration of Deed of Conveyance. If any and any other documents and writings required to be executed by the Promoters, shall be borne and paid by the Co-operative Society / Condominium/ Apex Body. The Promoter shall not be held liable and/or responsible for the same or any of them.
69. The stamp duty, registration charges and other fees and charges on this Agreement shall be borne and paid by the Allottee/s alone. The Promoter shall not be held liable and/or responsible for the same or any of them.
70. Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Competent Authority, as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations, thereunder.
71. The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time

being in force and the Courts at _____ will have jurisdiction for this Agreement.

IN WITNESSTH WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinafter written.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land or ground bearing portion “A” with messuage, situate laying and being admeasuring 3535 sq.mtrs. or thereabouts forming part of land bearing Survey No. 41 (part) corresponding to CTS No. 824 (Part) and old CTS No. 809/A/1/19A/1/1 and new No. 809A/1/19A/1/1/1A/3A/1/2 of Village Poisar Taluka Borivali, Mumbai Poisar, situated at _____, Mumbai

THE SECOND SCHEDULE ABOVE REFERRED

All that piece and parcel of land or ground bearing portion “B” with messuage, situate laying and being admeasuring 1765 sq.mtrs. or thereabouts forming part of land bearing Survey No. 41 (part) corresponding to CTS No. 824 (Part) and old CTS No. 809/A/1/19A/1/1/1A and new No. 809A/1/19A/1/1/1A/3A/1/2 of Village Poisar Taluka Borivali, Mumbai Poisar, situated at _____, Mumbai.

THE THIRD SCHEDULE HEREUNDER WRITTEN

The said Premises being Premises No. _____ on the _____ floor admeasuring _____ of carpet area of the building to be known as _____ situated on the said land as mentioned in the Second Schedule above.

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

SIGNED SEALED AND DELIVERED)
by the withinnamed "THE PROMOTER")

MR. GADIRAJU SUBRAMANYAM RAJU)
The Sole Proprietor of)
TIRUPATHI ENTERPRISES) _____

in the presence of)

- 1.
- 2.

SIGNED AND DELIVERED)
by the withinnamed "THE ALLOTTEE/S")
_____) _____

in the presence of)

- 1.
- 2.

=====

=

DATED ____ DAY OF _____, 201

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=

MR. GADIRAJU SUBRAMANYAM RAJU,
Sole Proprietor of TIRUPATHI
ENTERPRISES

... *THE PROMOTER*

THE ALLOTTEE/S...

AGREEMENT OF SALE

K. K. RAMANI & ASSOCIATES
(ADVOCATES)
118, Ramani Villa,
1st Road, T.P.S. IV,
Bandra (W),
Mumbai - 400 050