

AGREEMENT FOR SALE

This Agreement made at _____ this _____ day of _____ in the year Two Thousand and _____ Between Sevenfolds Construction LLP. (LLPIN: AAY-3502) PAN: AENFS0358G, a Limited Liability Partnership registered under the provisions of the Limited Liability Partnership Act, 2008, having its office at 807, Sri Krishna, Opp. Laxmi Industrial Estate, New Link Road, Andheri (West), Mumbai 400053 through the hands of its Designated Partners, MR. FAUZAAN ASHRAF KHAN and MR. SANDEEP SATISHKUMAR SABOO, hereinafter referred to as "the Promoter" of the One Part and (.....) having address at hereinafter referred to as " the Allottee" (.....) of the Other Part.

1. One Ratnibai Ghanshyamdas Poddar and Ghanshyamdas Sitaram Poddar were the owners of all that piece and parcel of Plot bearing no. 188 including ground with messuage, tenements, or dwelling houses admeasuring 3056 sq. yards i.e. 2,552.13 sq. mtr., bearing C.T.S. Nos. 1611 & 1611/1 to 1611/15 situate, lying and being at Dixit Road, Vile Parle (East), Mumbai 400 057 or thereabouts in the Registration Sub District of Mumbai City and Mumbai Suburban more particularly described in the Schedule hereunder written (hereinafter referred to as "***the Project Land***");

2. Whereas the aforesaid Ratnibai Ghanshyamdas Poddar and Ghanshyamdas Sitaram Poddar were residing in a portion of the said Property admeasuring 750 sq. mtr. of the said Larger Property in a bungalow named as Madhav Kunj;
3. Whereas by an agreement dated 8th August, 1979 made by Ratnibai Ghanshyamdas Poddar and Ghanshyamdas Sitaram Poddar in favour of Shivkumar Motilal Jalan who was carrying on business in the name and style of Messers Jalan Construction Company as the sole proprietor, Ratnibai Ghanshyamdas Poddar and Ghanshyamdas Sitaram Poddar agreed to grant the rights to develop and ultimately sell 1802.13 sq. mtrs. (hereinafter referred to as the “**First Property**”) out of the said Larger Property leaving 750 sq. mtrs. area occupied by them to Shivkumar Motilal Jalan upon the other terms and conditions therein mentioned;
4. The said Ghanshyamdas Sitaram Poddar died at Mumbai on 20th March, 1980 leaving a will dated 24th October, 1979 wherein he appointed (1) Ratnibai Ghanshyamdas Poddar and (2) Satyanarayan Khemka as executors of his will. The aforesaid will was probated by an order dated 17th February, 1983, passed by the Hon’ble Bombay High Court in the Testamentary Petition No. 1035 of 1980 and as per the will, the said deceased

Ghanshyamdas Sitaram Poddar bequeathed the said Land to Ratnibai Ghanshyamdas Poddar and Kailashpati Ghanshyamdas Poddar;

5. Whereas by a transfer deed dated 30th March, 1983 made by Ratnibai Ghanshyamdas Poddar in favour of 1) Arvind M. Poddar and 2) Sanjay M. Poddar, Ratnibai Ghanshyamdas Poddar decided to transfer the absolute rights regarding the remaining 750 sq. mtr. land of the said Larger Property (hereinafter referred to as the “**Second Property**”) to Arvind M. Poddar and Sanjay M. Poddar upon the other terms and conditions therein mentioned along with the building known as Madhav Kunj standing thereon;
6. Whereas the said Shivkumar Motilal Jalan caused to be constructed a building consisting of ground plus six upper floors known as “Minal Apartments” on the said First Property and sold the flats in the said building to different flat buyers on ownership basis by executing individual registered agreements with them (hereinafter referred to as “**Minal**”);
7. Whereas in the said individual agreements, it was agreed that after the flat buyers form a co-operative housing society and after they make the entire payment towards the cost of the flats,

Shivkumar Motilal Jalan will transfer and convey or cause Ratnibai Ghanshyamdas Poddar and Kailash Pati Ghanshyamdas Poddar being the legal heirs of the deceased Ghanshyamdas Sitaram Poddar to convey the First Property with the said building viz. Minal constructed thereon in favour of the society so formed;

8. Whereas after paying the total consideration towards the tenements, the flat buyers along with Shivkumar Motilal Jalan formed a society in the name of Minal Co-operative Housing Society Limited and thereby registered the same under the registration no. BOM/WKE/HSG/TC/2437 of 1987/88;
9. In the meantime, as Shivkumar Motilal Jalan was not in a position to develop the remaining portion of the First Property, therefore, vide an agreement dated 2nd December, 1989, executed by Shivkumar Motilal Jalan, the available F.S.I. being 6550 sq. ft. after construction of Minal Building was granted in favour of 1) Lata N. Gupta, 2) Urmila S. Gupta and 3) Sushama A. Gupta, all being partners of one Gupta Developers, a partnership firm. Hereinafter for the sake of brevity, Lata N. Gupta, Urmila S. Gupta and Sushama A. Gupta to be referred to as “Gupta Family”. On becoming aware of the aforesaid agreement, the Minal Co – operative Housing Society Limited

challenged the same before the Hon'ble City Civil Court by filing a suit bearing no. 3067 of 1996.

10. That the said Shivkumar Motilal Jalan died intestate on 14th April, 1994. Pursuant thereto, various flat buyers in Minal Apartments requested Ratnibai Ghanshyamdas Poddar and Kailash Pati Ghanshyamdas Poddar to transfer, convey and assign the First Property in the favour of Minal Co-operative Housing Society Limited. Therefore, Ratnibai Ghanshyamdas Poddar and Kailash Pati Ghanshyamdas Poddar conveyed the said Land in the favour of Minal Co-operative Housing Society Limited vide an Indenture dated 20th March, 1998.
11. All the twelve (12) blocks/ residential units standing on the Second Property were tenanted to various tenants, which have been sold by various agreements to various purchasers on ownership basis, subject to the existing tenancies. In the aforesaid agreements, it was agreed that conveyance with respect to the said part of the Second Property will be executed in favour of the society of the flat purchasers in the said Building.
12. The aforesaid flat purchasers came together to form a society in the name of Madhav Kunj Co-operative Housing Society Limited on 26th September, 1997 and thereby registered the same under

the registration no. BOM/WKE/HSG/TC/9728/97-98 and thereafter approached Arvind M. Poddar and Sanjay M. Poddar for conveyance of the said part of the Scheduled Property.

13. In consideration of a sum of Rs. 3,76,000/ (Three Lakh Seventy Six Thousand Only) paid to Arvind M. Poddar and in further consideration a sum of Rs. 3,76,000/- (Three Lakh Seventy Six Thousand Only) paid to Sanjay M. Poddar, the Second Property with the said Building viz. Madhav Kunj constructed thereon was conveyed in favour of the said Society vide the deed of conveyance dated 29th April, 1998.

14. On being aware of the conveyance in favour of Minal Co-operative Housing Society, the members of the Gupta Family filed a suit before the Hon'ble High Court of Bombay (later on transferred to the City Civil Court) in the year 2000 challenging the said conveyance deed. The said suit was dismissed by the City Civil Court on 19th October, 2013. An application in the form of notice of motion being no. 4645 of 2015 was made to restore the suit which came to be rejected by the City Civil Court by an order dated 26th November, 2018.

15. The suit bearing no. 3067 of 1996 which was filed before the Hon'ble City Civil Court was decreed in favour of Minal Co-

operative Housing Society Limited vide an order dated 19th January, 2018 and by the said order, the suit structure was directed to be demolished which is beyond the sanctioned plan and rights of Gupta Family were restricted to only balance F.S.I. adm. 6550 sq. ft. and other various reliefs were granted. The said order is currently under challenge before the Hon'ble High Court at Bombay in the First Appeal bearing no. 1117 of 2018 and the Hon'ble High Court vide its order dated 22nd March 2018 had directed the parties to maintain status quo with respect to the suit structure and the matter will be heard finally at the stage of admission.

16. The members of the Ramanuj Co – operative Housing Society Limited who are the legal heirs of the Gupta Family filed an application bearing no. 37 of 2021 seeking unilateral deemed conveyance and the same was proceeded by the Hon'ble Deputy Registrar and an order for deemed conveyance was passed on 2nd August, 2021. The Minal Co-operative Housing Society has filed a Writ Petition no. 7981 of 2022 before the Hon'ble High Court of Bombay against Ramanuj Society challenging the order dated 2nd August, 2021 passed by the District Deputy Registrar. The aforesaid order of deemed conveyance has been stayed by the Hon'ble Bombay High Court vide its order dated 13th April 2023.

17. Meanwhile, since the buildings were in a dilapidated condition, the members of the said Minal Co-operative Housing Society Limited and Madhav Kunj Co-operative Housing Society Limited decided to go for redevelopment of their buildings. Therefore, Minal Co-operative Housing Society Limited and its members executed a Development Agreement dated 29th March, 2022 in favour of M/s. Sevenfolds Construction LLP. By the said Development Agreement, Minal Co-operative Housing Society granted development rights in favour of the M/s. Sevenfolds Construction LLP. in respect of the said Land which is duly registered with the office of the Joint Sub-Registrar of Assurances at Andheri dated 6th April, 2022 under Sr. No. BDR-18/5913/2022. Along with the said Development Agreement the said Minal Co-operative Housing Society Limited through its managing committee also executed an Irrevocable Power of Attorney on behalf of the said Minal Co-operative Housing Society Limited appointed Mr. Fauzaan Ashraf Khan and Mr. Sandeep Satishkumar Saboo, the Designated Partners authorized by the Sevenfolds Constructions LLP, as their true and lawful attorney, for the Society's name and on its behalf and to execute all at the cost and expenses of the said M/s. Sevenfolds Construction LLP and consequences all or any of the acts, deeds and things mentioned therein in respect of the said land. The said Irrevocable Power of Attorney is registered with the office of the

Joint Sub-Registrar of Assurances at Andheri dated 6 th April, 2022 under Sr. No. BDR- 18/5917/2022.

18. Similarly, Madhav Kunj Co-operative Housing Society Limited and its members also executed a Development Agreement dated 31st March, 2022 in favour of M/s. Sevenfolds Construction LLP. By the said Development Agreement, Madhav Kunj Co-operative Housing Society granted development rights in favour of the M/s. Sevenfolds Construction LLP. in respect of the said part of the Scheduled Property which is duly registered with the office of the Joint Sub-Registrar of Assurances at Andheri dated 7th April, 2022 under Sr. No. BDR-17/4721/2022. Along with the said Development Agreement the said Madhav Kunj Co-operative Housing Society Limited through its managing committee also executed an Irrevocable Power of Attorney on behalf of the said Madhav Kunj Co- operative Housing Society Limited appointed Mr. Fauzaan Ashraf Khan and Mr. Sandeep Satishkumar Saboo, the Designated Partners authorized by the Sevenfolds Constructions LLP, as their true and lawful attorney, for the Society's name and on its behalf and to execute all at the cost and expenses of the said M/s. Sevenfolds Construction LLP and consequences all or any of the acts, deeds and things mentioned therein in respect of the said part of the Scheduled Property. The said Irrevocable Power of Attorney is

registered with the office of the Joint Sub-Registrar of Assurances at Andheri dated 7th April, 2022 under Sr. No. BDR-17/4722/2022.

19. And whereas the Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with recitals hereinabove.

20. And whereas the Promoter is in possession of the Project Land.

21. And whereas the Promoter has proposed to construct on the Project Land, a building consisting of two wings of one basement + one stilt + one podium + eleven (11) upper floors.

22. And whereas the Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the _____ wing of the Building called Minal Madhavgung (herein after referred to as the said "Building") being constructed by the Promoter.

23. And whereas the Promoter has entered into a standard Agreement with an Architect registered with the Council of

Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

24. AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in Annexure 'F';
25. AND WHEREAS 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.
26. AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;
27. AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans,

designs and specifications prepared by the Promoter's Architects Messrs Sohil Hajiani and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "**the said Act**") and the Rules and Regulations made thereunder;

28. AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

29. AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

30. AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2;

31. WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the

Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D

32. AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) 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
33. AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building 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 concerned local authority.
34. AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

35. AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. onfloor in wing _____ of the said Project,
36. AND WHEREAS 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 or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
37. AND WHEREAS, 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;
38. AND WHEREAS, prior to the execution of these presents the Allottee has 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 as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

39. AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. _____;

40. AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. 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 hereby agrees to purchase the Apartment and the garage/covered parking (if applicable)

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

1. The Promoter shall construct the said building/s consisting of one basement and one stilt, one podiums, and eleven (11) upper floors on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

a.

- i. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type of carpet area admeasuring sq. meters on

floor _____ in _____ the
building_____/wing
(hereinafter referred to as "the
Apartment") as shown in the Floor
plan thereof hereto annexed and
marked Annexures C-1 and C-2 for
the consideration of Rs.
..... including Rs.
..... being the
proportionate price of the common
areas and facilities appurtenant to
the premises, the nature, extent
and description of the common
areas and facilities which are more
particularly described in the
Second Schedule annexed
herewith.

- ii. The Allottee hereby agrees to
purchase from the Promoter and
the Promoter hereby agrees to sell
to the Allottee garage bearing Nos
_____ situated at _____
Basement and/or stilt and /or

_____podium being constructed in the layout for the consideration of Rs. _____/-

iii. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos _____situated at _____ Basement and/or stilt and /or _____podium being constructed in the layout for the consideration of Rs. _____/-.

b. The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. _____/-.

c. The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only)

(not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs..... (Rupees) in the following manner :-

- i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs...../-(.....) (not exceeding 70% of the total

consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located

iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment

v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../- (.....) (not exceeding 85% of the total

consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

- vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../-
(.....) against and at the time of
handing over of the possession of
the Apartment to the Allottee on or
after receipt of occupancy
certificate or completion
certificate.

d. The Total Price above excludes Taxes
(consisting of tax paid or payable by the
Promoter by way of Value Added Tax,
Service Tax and cess or any other similar
taxes which may be levied, in connection
with the construction of and carrying out
the Project payable by the Promoter up to
the date of handing over the possession
of the Apartment.

e. The Total Price is escalation-free, save
and except escalations/increases, due to
increase on account of development
charges payable to the competent
authority and/or any other increase in
charges which may be levied or imposed

by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation 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.

- f. The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ ____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

g. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building 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 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. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at

the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- h. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.

- 1. 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 local authority at the time of

sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").

3. 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 planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.

1. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession.

The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

2. Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to

terminate this Agreement and 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 Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of20____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the 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.

7. Procedure for taking possession –

- i. The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee 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 in writing within 7 days of receiving the occupancy certificate of the Project.
- ii. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:
- iii. **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take

possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

- iv. If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

- 8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. (*strike of which is not applicable). He shall

use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s) of Apartments in the building shall join informing and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority.
 - i. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited

Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

- ii. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- iii. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the 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

project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- i. Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - ii. Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - iii. Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
 - iv. Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - v. Rs..... For Deposit towards Water, Electric, and other utility and services connection charges & (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout.
11. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or

Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has 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 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 the competent Authorities to carry out development of the Project and shall obtain 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 except those disclosed in the title report;
- 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 the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by

the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing 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 created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee 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 in the manner contemplated in this Agreement;

- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - 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 property) has been received or served up on the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment 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 own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee 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 Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 building in which the Apartment 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 Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed

by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments 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/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the

Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or

Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter executes this Agreement he shall not mortgage or create a charge on the 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 who has taken or agreed to take such Apartment.

18. **BINDING EFFECT:** Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. **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, 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.

20. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

21. 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 Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE

SHARE WHEREVERREFERRED TO IN THE AGREEMENT

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 Apartment to the total carpet area of all the Apartmentsin the Project.

24. 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.

25. PLACE OF EXECUTION The execution of this Agreement

shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the

Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

_____ Name of Allottee

_____ (Allottee's Address)

Notified Email ID: _____

M/s Sevenfolds Construction LLP. Promoter name

807, Sri Krishna, Opp. Laxmi Industrial Estate, New Link Road,
Andheri (West), Mumbai 400053 (Promoter Address)

Notified Email ID: _____

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES

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

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW That 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 Mumbai courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO DESCRIPTION OF THE
FREEHOLD/LEASEHOLD LAND AND ALL OTHER DETAILS

SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee:
(including joint buyers)

(1)

(2)

In the presence of WITNESSES:

1. Name Signature _____

2. Name Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED Promoter:

(1) (Authorized Signatory)

WITNESSES: Name Signature _____

Name Signature _____

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT]
AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG
WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT

ANNEXURE – A

Name of the Attorney at Law/Advocate,

Address :

Date :

No.

RE. :

Title Report

Details of the Title Report

The Schedule Above Referred to

(Description of property)

Place:

Datedday of 20.....

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or
VII and XII or
any other revenue record showing nature of the title of the
Vendor/Lessor/Original
Owner/Promoter to the project land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the
concerned Local
Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the
Apartment agreed to be
purchased by the Allottee as approved by the concerned local
authority)

ANNEXURE – E
(Specification and amenities for the Apartment),

ANNEXURE –F

**(Authenticated copy of the Registration Certificate of the Project
granted by the Real
Estate Regulatory Authority)**

Received of and from the Allottee above named the sum of Rupees
..... on execution of this agreement towards Earnest Money
Deposit or application fee

I say received. The Promoter/s.