

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) executed on this _____ day of _____, 2017

BETWEEN

M/S. PRARATHANA GRIHA NIRMAN, a partnership firm duly registered under the provisions of Indian Partnership Act, 1932, having its principal place of business at Flat No. 3, Ground Floor, B wing, Meghwadi, Dr. S. S Rao Road, Lalbaug, Mumbai- 400 012, PAN AAIFP8118J, hereinafter referred to as the “**PROMOTERS**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the One Part ;

AND

(PAN No. _____) / (Aadhar No. _____)

(PAN No. _____) / (Aadhar No. _____)

Having address at _____

hereinafter referred to as “**THE ALLOTTEE**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) of **the Other Part**;

WHEREAS:-

- (A) Municipal Corporation of Greater Mumbai (for short MCGM) is the Owner and / or is otherwise well and sufficiently entitled to all that piece and parcel of land bearing C.T.S.No.108 (Pt), Parel Seweri Division, F/South Ward, admeasuring about 3150.83 sq. mtrs. and situated at Dr. S.S. Rao Road, Parel, Mumbai- 400 012 (hereinafter referred to as “**Property**”) and more particularly described in the First Schedule hereunder written and delineated on the plan annexed hereto and marked as **Annexure-A** and thereon shown surrounded in red color Boundary line;
- (B) Prior to 1995 various person/s had constructed several structures on the said Property and the said property was occupied by slum dwellers / encroachers and therefore was censused as “slum area” within the meaning of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 and is capable of being developed under Slum Redevelopment Scheme as per Reg. No.33 (10), Appendix IV of Development Control Regulations for Greater Bombay, 1991 (for short “D.C.R.”);
- (C) The occupants of the said property, living in the structures and hutments standing on the said property, being desirous of getting the said property developed under the Slum Rehabilitation Scheme by getting the scheme for the development of the said property sanctioned and approved under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 read with the Development Control Regulations for Greater Mumbai, 1991 and by getting the plans for the construction of a multi-storied building sanctioned by the Slum Rehabilitation Authority, Mumbai proposed to form, incorporate and register a co-operative Housing Society under the provisions of the

Maharashtra Co-operative Societies Act, 1960 in the name of “**Shree Katradevi Adarsh S.R.A. Co-operative Housing Society Ltd.**” (for short “Society”) (then proposed as **Katradevi Adarsh Co-operative Housing Society (Proposed)**) and resolved to develop the said property by engaging a developer to construct a Composite building and a free sale on the said property in accordance with the sanctioned Slum Rehabilitation Scheme and to provide self-contained Flats therein to the said Occupants.

- (D) In a General Body Meeting held in the year 2003 of the said Society, the said society unanimously appointed M/s. Prarathana Griha Nirman i.e. the Promoters herein for the development of the said Property.
- (E) By and under Development Agreement dated 18/12/2003 and 19/4/2010 and made by and between the said Proposed Society through its Promoters, the Committee Members and the Office bearers, therein called the Society and M/s. Prarathana Griha Nirman, a partnership firm referred to as the Promoters therein, being the Promoters herein, the slum dwellers nominated and appointed M/s. Prarathana Griha Nirman to redevelop the said property in accordance with the scheme to be sanctioned by the Slum Rehabilitation Authority (SRA);
- (F) The said Proposed Society has also granted a Power of Attorney dated 18/12/2003 and 19/4/2010, in favour of then Partners of M/s. Prarathana Griha Nirman authorizing them to do all such acts and deeds for the redevelopment of the said Property.
- (G) Pursuant thereto M/s Prarathana Griha Nirman submitted the proposal for redevelopment of the said scheme to Slum Rehabilitation Authority (SRA) and on payment of scrutiny fees by the Developers and the proposal was accepted by SRA;
- (H) SRA had forwarded the proposal to the land owning authority i.e. Assistant Commissioner, F/South Ward, MCGM for certification and verification of slum dwellers and sought their No Objection.

- (I) Pursuant to the letter dated 6-2-2007 bearing ref. no. K.S.A.A.F.S./16505/ZS the Office of Assistant Commissioner, F/South Ward has granted their NOC and issued Annexure – II alongwith the certified copies of eligibility list of the slum dwellers of the said society on the terms stated therein.
- (J) The said M/s. Prathana Griha Nirman obtained the Letter of Intent (LOI) from the Slum Rehabilitation Authority (S.R.A.) dated 4/05/2013 under no. SRA/ENG/847/FS/ML/LOI, accordingly approval was granted with FSI of 2.76 in accordance with the provisions of Appendix – IV of Reg. 33(10) of amended D.C. Regulations, 1991 of which maximum FSI of 3.00 shall be allowed to be consumed on the said Property for constructing a rehabilitation building and Sale Building (hereinafter referred to as the “LOI”). A copy of the said LOI is hereto annexed and marked as **Annexure “B”**;
- (K) The said society i.e. Shri Katradevi Adarsh S.R.A. Co-operative Housing Society Ltd. came to be registered vide registration certificate dated 11/10/2013 under registration no. MUM/SRA/HSG/(T.C.)/11974/2013 by the office of Assistant Registrar, CS, SRA;
- (L) The M/s. Prathana Griha Nirman on the basis of the then FSI available, has prepared and submitted plans to the Authority;
- (M) The Authority has issued Intimation of Approval (“IOA”) bearing No. SRA/ENG/1352/FS/ML/AP dated 13/11/2014 in respect of the Composite Building No. 1 on the said property.
- (N) The Authority has issued Intimation of Approval (“IOA”) bearing No. SRA/ENG/1351/FS/ML/AP dated 13/11/2014 in respect of the Sale Building No. 2 on the said property A copy of the said IOA is hereto annexed and marked as **Annexure “C”**;
- (O) The Authority has issued revised LOI dated 20/10/2014 under No. SRA/ENG/847/FS/ML/LOI whereby the available FSI to be utilised on

the said property was increased from 2.76 FSI to 2.92 FSI. A copy of the said LOI is hereto annexed and marked as **Annexure “D”**;

(P) The Authority has issued Commencement Certificate (“CC”) for the composite Building no. 1 on 22/01/2015 under No. SRA/ENG/1352/FS/ML/AP upto the plinth level. The said Commencement Certificate is further extended upto full height for Composite Wing A vide engrossment dated 1/06/2015 under no. SRA/ENG/1352/FN/STGL/AP.

(Q) The Authority has issued Commencement Certificate (“CC”) for the Sale Building No. 2 on 05/03/2015 under No. SRA/ENG/1351/FS/ML/AP upto the plinth level. The said Commencement Certificate is further extended vide engrossment dated 13/05/2015 under no. The said Commencement Certificate is further extended upto full height of Wing B, C and D vide engrossment dated 13/05/2015 under no. SRA/ENG/1351/FN/STGL/AP; A copy of the said Commencement Certificate is hereto annexed and marked as **Annexure “E”**;

(R) While sanctioning the said plans, the SRA has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and constructing the said building and upon the observance and performance of which the Completion and Occupation Certificate(s) in respect of the said buildings will be granted by the SRA.

(S) A copy of the Title Report dated 11th July, 2017 issued by Lex Services Advocate is hereto annexed and marked as **Annexure “F”**.

(T) Copy of the Property Registration Card in respect of the said property is hereto annexed and marked as **Annexure “G”**;

(U) 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; whereas the

promoter has appointed a 'Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accepts the professional supervision of the Architect and the Structural Engineer till the completion of the said buildings.

- (V) The Promoters have informed the Allottee that Promoters for the better development of the entire said property and so as to avail and utilize the entire available Floor Space Index (FSI), including Fungible FSI of the entire said property, the permissible Transfer of Development Rights (TDR), including its potential as a receivable plot and /or pursuant to necessary amendments or modification in the prevailing norms of the Government, Slum Rehabilitation Authority, MCGM or any other local authority may amend, make alterations, deletions and variations in the floor plan, present layout, design, elevation, or in the scheme of development of the said property, and or relocate/realign service/s and utility connections and lines, open spaces, parking spaces, recreation areas, access and all other areas, amenities and facilities of the proposed layout, etc from time to time.
- (W) The Promoters shall develop the said property under the provisions of Regulation 33 (10) of the said D.C. Regulation read with Appendix IV thereof and to avail of and consume the Floor Space Index, the permissible Transfer of Development Rights (TDR) of the said property including its potential as a receivable plot and /or pursuant to necessary amendments or modification in the prevailing norms of the Government, Slum Rehabilitation Authority, MCGM or any other local authority, it is now presently contemplated that the re-development shall inter-alia comprise of one composite multi storied building consisting of :-
- a. One Building with A,B, C and D Wings for free sale (hereinafter referred to as “**Free Saleable building**”),
 - b. One Building with A,B, C, D and E Wings for rehabilitation of slum dwellers and for sale of which E wing is for free sale (hereinafter referred to as “**Composite building**”),

- (X) A tentative plan showing the proposed layout is annexed hereto as **Annexure “H”**. The Promoters would be entitled to the Free Sale Component and to deal with the same in the manner and on such terms and conditions they deem fit and proper without any restrictions
- (Y) By virtue of the said Agreement and the said approvals the Promoters alone, have the sole and exclusive right to sell the shop/office/ flat/ and to allot parking/open parking spaces (for brevity "**the Premises**") in the said free sale building to be constructed by the Promoters on the said Property and to enter into agreements with the Allottee/s and to receive the sale proceeds in respect thereof;
- (Z) The Allottee demanded from the Promoters and the Promoters have given inspection to the Allottee of all the documents of title relating to the said property, permissions, approvals, the said Development Agreements and the plans, designs and specifications prepared by the Promoters' Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "**the said MOFA**") and Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**the said RERA** ") and the rules made thereunder;
- (AA) While sanctioning the said plans, the concerned local authority and/or Government/ the said S.R.A. has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Property and constructing the said building/s and upon due observance and performance of which only the completion and occupation certificate in respect of the said Proposed building/s shall be granted by the concerned local authority;
- (BB) The Promoters accordingly have commenced development of the said Property and construction of the said building/s in accordance with the said plans. The said project is to be known as "**Rajkamal Park**";
- (CC) The Allottee has applied to the Promoter for allotment of a flat in the Free Saleable building / Composite Building forming part of "**Rajkamal**

Park” and has/have requested the Promoters to sell to him/her/them/it the Flat No.____ admeasuring ____ sq. feet (equivalent to ____ sq. mtrs.) (carpet area) (inclusive of the area of the enclosed balconies and fungible area) (“**said flat**”) shown in Blue colour boundary lines on the floor plan annexed hereto as **Annexure “I”**, on the ____ floor of _____ Wing of _____ Building and the right to use and maintain _____ No/s of Car Park/s (“**Car Park**”) (for the sake of brevity the said Flat and Car Park are hereinafter collectively referred to as the “Premises”).

(DD) Accordingly, at the request of the Allottee/s the Promoters have agreed to sell/allocate and the Allottee/s has /have agreed to purchase the said premises at or for the total consideration of Rs._____-/- (Rupees_____ only) and on the other terms and conditions as appearing hereinafter.

(EE) Prior to the execution of these presents the Allottee/s has/have paid to the Promoters a sum of Rs._____-/- (Rupees _____ only) as earnest money which is not more than 10 % of the total sale price (the payment and receipt whereof the promoter both hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoters the balance of the sale consideration in the manner appearing herein.

(FF) The Promotor has registered the Project under the provisions of RERA with the Real Estate Regulatory Authority at No. _____;

(GG) The Allottee(s) has/have carefully read and understood the contents and meanings of each of the clauses of this Agreement, along with all the aforesaid and hereunder relevant information furnished by the Promoters and the Allottee(s) has/have also taken independent legal advice and only thereafter he/she/they has/have agreed to enter into this Agreement.

(HH) Under Section 13 of RERA the Promoters are required to execute written Agreement for sale of the said Flat to the Flat Allottee being in

fact these presents and also register the said Agreement under the Indian Registration Act, 1908.

- (II) 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 said premises.

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

1. APPLICABILITY OF RECITALS.

The parties hereby declare agree and confirm that all the representations made in the recitals of this Agreement, are and shall form and be deemed to be an integral and operative part of this Agreement as if incorporated in the main body of this Agreement.

2. TERMS

- a. The Promoters shall construct the said Free Sale building comprising of Ground + Seven floors (proposed) on the portion of the said Property described in the First Schedule hereunder written in accordance with the plans, designs, specifications approved by the Slum Rehabilitation Authority from time to time and which have been seen and approved by the Allottee with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned authority/the Government to be made in them or any of them. Provided that the Promoters shall have to obtain prior consent in writing from the Allottee in respect of such variations or modifications which may adversely affect the said Flat of the Allottee.

- b. Allotment and Consideration :

- i. The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee one flat No._____ of admeasuring ____ sq. feet (equivalent to ____ sq. mtrs.) (carpet area) (inclusive of the area of the enclosed balconies and fungible area) on _____ Floor of the _____ Wing of _____ Building as shown in Blue colour boundary lines on the floor plan thereof hereto annexed and marked **Annexure "I"** (hereinafter referred to as "**Flat**"), in the Project known as "**Rajkamal Park**" as more particularly described for a consideration of Rs._____/ - and a consideration of Rs. _____/- being the proportionate price of the common areas and facilities appurtenant to the Flat and more particularly described in **Second Schedule** hereto below. The amenities, fixtures and fittings to be provided by the Promoters in the premises and the said sale building are those that are set out in **Annexure –“J”** annexed hereto below. The limited common amenities to be provided by the Promoters in the said sale building are those as set out in **Third Schedule** written hereunder.
- ii. The Promoter hereby agrees to sell to the Allottee car parking space bearing no. ____ situated at basement and/or stilt and/or ____podium being constructed in the layout for the consideration of Rs. _____/-
- iii. The total consideration amount of the flat including the car parking space/s is thus Rs. _____/-
- c. The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- as earnest money and hereby agrees to pay to the Promoters the balance consideration amount of Rs. _____/- in the following manner:-

- i. Rs. _____/- (not exceeding 30% of the total consideration) to be paid on or after execution of this Agreement.
- ii. Rs. _____/- (not exceeding 45% of the total consideration) to be paid on completion of plinth.
- iii. Rs. _____/- (not exceeding 70% of the total consideration) to be paid on completion of the slabs including podiums and stilts.
- iv. Rs. _____/- (not exceeding 75% of the total consideration) to be paid on completion of Walling, internal plaster, flooring doors and Windows.
- v. Rs. _____/- (not exceeding 80% of the total consideration) to be paid on completion of Sanitary fittings, staircases, lift wells, lobbies upto floor level.
- vi. Rs. _____/- (not exceeding 85% of the total consideration) to be paid on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said flat is located.
- vii. Rs. _____/- (not exceeding 95% of the total consideration) to be paid 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 may be prescribed herein.
- viii. Rs. _____/- against and at the time of handing over of the possession of the flat on or after receipt of occupancy certificate or completion certificate.

d. The Allottee/s shall, within 30 days of demand in writing by the Promoters in respect of the said installments, pay to the Promoters the said installments on the respective due dates as recorded in above in **clause 2 (b)** hereto below, time being the essence of the contract in respect of each such installment.

- e. The Allottee is aware that the Government of Maharashtra has announced the amendment to Maharashtra Value Added Tax 2002 making the said Act applicable to sale transaction contemplated herein by levying 1% value added tax on the contract price of Flats mentioned in the Agreement for Sale registered after 1st April, 2010. In addition to the aforesaid installments, the Allottee/s shall simultaneously therewith also be liable to bear and pay GST, Cess and/or other taxes on the said installments as may be applicable up to the date of handing over the possession of the said flat. The Allottee hereby also agrees to pay to the Promoters, interest and/or penalty, if any, that may be levied on the payment of the value added tax and or the Service Tax and or any other taxes which may be levied from time to time alongwith the payment of the aforesaid amounts, when demanded by the Promoters.
- f. The Allottee/s is/ are aware that as per present statute, VAT/GST are levied /applicable on the sale consideration payable hereunder and consequently the amount of each installment payable by the Allottee/s to the Promoters 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 applicable VAT/GST along with each installment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. The Promoters shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of VAT/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 VAT/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 Promoters 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. If the same are not paid as aforesaid, the Allottee shall be liable to pay the same with interest of 12% p.a. and or Highest Marginal Cost of lending rate of State bank of India plus 2 percent whichever is higher, before taking possession of the said flat / premises. In case the said taxes are not paid by the Allottee on or before taking possession of the said flat / premises and/or the said parking space, as the case may be, then in that event, the Allottee hereby irrevocably authorizes the Promoters, and the Promoters shall be entitled, to adjust the unutilized amounts from and out of the amounts mentioned hereinabove towards the said taxes payable by the Allottee. In the event the said unutilized amounts are not sufficient to pay the entire said taxes payable by the Allottee or the Promoters do not adjust the said unutilized amount for payment of the said taxes payable by the Allottee, then in that event, the Allottee shall forthwith on demand pay to the Promoters the amount payable by the Allottee in order to enable the Promoters to pay the same to the concerned authorities. The Allottee confirms that adjustment by the Promoters of the said unutilized amounts for payment of the said taxes as stated hereinabove will not absolve the Allottee from making payments to the Promoters /Estate Manager to meet the short fall in or the further amounts payable by the Allottee and the Allottee shall pay the same without any protest and there shall be a charge on the said premises for such unpaid amounts (without prejudice to any other rights that may be available to the Promoters). The Allottee hereby indemnifies and agrees to keep the Promoters indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Promoters on account of the Allottee

failing to pay to the Promoters on demand the amount payable by the Allottee towards the said taxes as provided hereinabove.

- g. It is hereby further expressly agreed that notwithstanding the Allottee approaches / has approached any Banks / Financial Institutions for availing of a loan in order to enable the Allottee to make payment of part/balance purchase price in respect of the said Flat / premises to the Promoters and mortgaged/mortgage the said flat / premises with such Banks/Financial Institutions (which is to be subject to issuance by the Promoters of a No-objection letter in favour of such Banks/Financial Institutions) for repayment of the loan amount it shall be at the entire responsibility of the Allottee to ensure that payment of the part/balance purchase price is made as stated hereinabove and further to repay the entire loan amount to such Banks/Financial Institutions; the Promoters shall not be liable or responsible for the repayment of the loan amount or any part thereof to such Banks/Financial Institutions. The Allottee hereby undertake to hand over the original registration receipt to the Promoters (which will be issued by the concerned Sub-Registrar of Assurances as and when the Allottee lodge and admit this Agreement for registration), in order to enable the Promoters to hand over the original of this Agreement on behalf of the Allottee to the concerned Banks/Financial Institutions. The Allottee hereby further expressly agrees that the Allottee shall not sell, transfer, let out or deal with the said premises in any manner whatsoever without obtaining prior written permission from the Promoters as per the provisions contained herein and from such banks/financial institutions (during the pendency of the loan) and the Promoters shall not be liable or responsible for any of the acts of omission or commission which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Allottee to inform the said organization about the lien of such Banks/Financial Institutions and the Promoters shall not be liable or responsible for the same in any manner whatsoever.

The Allottee shall indemnify and keep indemnified the Promoters and their respective heirs, executors, administrators and assigns from and against all claims, costs, charges, expenses, damages, losses which the Promoters and their respective heirs, executors, administrators and assigns may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate for the recovery of the loan amount or any part thereof or on account of any breach by the Allottee of the terms and conditions governing the said loan in respect of the said Flat / premises and the Allottee hereby agrees and undertakes that the Promoters shall have a lien/charge on the said premises towards all the claims, costs, charges or expenses/losses of the Promoters and the Allottee further undertake to reimburse to the Promoters all and any of the aforesaid amounts with interest thereon forthwith on demand by the Promoters without any delay, default or demur.

- h. If the Allottee/s enters into any financing arrangement with any financial institution in respect of the purchase of the said premises, the Allottee/s undertake/s to direct such financial institution to, and shall ensure that such financial institution disburses/pays all such amounts towards purchase price due and payable to the Promoters through an account payee cheque/demand draft/ RTGS drawn in favour of **“Prarthana Griha Nirman”**.
- i. The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupation certificate has been obtained from 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 Promoters. In the event of any reduction in the agreed carpet area then the Promoters shall refund the excess money paid by the Allottee within 45 days with annual interest at the rate specified in the Rules, from

the date when such excess amount was paid by the Allottee. In the event of increase in the carpet area allotted to Allottee, the Promoters 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 feet as agreed in **Clause 2 (b)** of this Agreement.

3. The Promoters hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, imposed by the concerned local authority i.e. S.R.A. in the letter of Intent and at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Allottee, obtain from the concerned local authority occupation and/or completion certificates subject to force majeure and reason beyond the control of Promoters.

4. **TIME IS THE ESSENCE**

Time is of essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the said premises to the Allottee and the common areas to the association of the Allottee after receiving the occupation certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in **Clause 2 (b)**.

5. The Promoters hereby declare that the FSI available as on date in respect of the said property is _____ sq. mtrs. only. The Promoters shall also be entitled to consume F.S.I. by availing TDR or FSI available on payment of premiums and/or balance available under D.C. Rules or by any special concession being granted by the Slum Rehabilitation Authority or any other authorities including the F.S.I. available in lieu of the road widening, set back, reservation, payment of premium or increase in FSI by introduction of new acts or rules or by amendment or modification of the present rules and regulations. The Promoters have disclosed the FSI of

2.92 as proposed to be utilized by him on the said property in the said Project and Allottee has agreed to purchase the said premises on the basis of the proposed construction and the sale of flats to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

6. If the Promoter fails to handover the said flat, the Promoters shall pay to the Allottee, who does not intend to withdraw from the project, interest of 12% p.a. and or Highest Marginal Cost of lending rate of State bank of India plus 2 percent whichever is higher, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. Similarly the Allottee agrees to pay to the Promoters i interest of 12% p.a. and or Highest Marginal Cost of lending rate of State bank of India plus 2 percent whichever is higher, on all the amounts which become due and payable by the Allottee to the Promoters under the terms of this agreement from the date the said amount is payable by the Allottee to the Promoters.
7. Without prejudice to the right of Promoters to charge interest in terms of **clause 6** above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing 3 defaults of payment of installments, the Promoters shall be entitled at their own option to terminate his agreement;

Provided always that the power of termination hereinbefore contained shall not be exercised by the Promoters, unless and until the Promoters shall have given to the Allottee fifteen days prior notice in writing 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 and default shall have been made by the Allottee in remedying such breach or breaches within a reasonable time after the giving of such notice;

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee the installments of sale price of the Flat, which may till then have been paid by the Allottee to the Promoters but the Promoters shall not be liable to pay to the Allottee any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Promoters, the Promoters, shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoters may in their absolute discretion think fit.

8. The Promoters shall have an irrevocable right and the Allottee hereby expressly consents and confirms that the Promoters will always be entitled to utilize all Floor Space Index ("F.S.I.") and/or Transferable Development Rights ("TDR") and/or any other rights, benefits including floating rights which may be available on the said property or any other property or properties, as the case may be, and until the entire F.S.I. and/or TDR and/or all other rights, benefits including floating rights which may be available on the said property and any other adjoining or other properties, is duly utilized or consumed or loaded by the Promoters and until the construction of all the buildings on the said property is completed and until all the flats and other premises including garages, stilt, parking, open spaces and other tenements in the building are sold/allotted and until all the amounts are received by the Promoters from the Allottees in respect of the flats and other premises including garages, stilt, parking, open spaces and other tenements in the building sold/allotted to them, the Promoters shall not till then be bound and shall not be called upon or required to form any such said organisation, and shall not be required to execute lease / conveyance or any other document in respect of said Building, and the Allottee agrees and irrevocably consents not to have any demand or dispute or objection in that behalf. It is agreed, declared and confirmed by and between the Parties hereto that the Promoters shall only execute conveyance in respect of the said Building in favour of the said organisation and the land underneath in favour of the said organization.
9. It is agreed that notwithstanding anything contrary to contained herein, the Promoters shall be entitled at any time to amend the existing layout

and/or to construct additional building/ structures on the said property and/or additional floors on said Building being constructed on the said property, even after completion of said Building and/or even after execution of conveyance in respect of the said Building in favour of the said organisation. The Promoters shall obtain consents as may be required from the Allottees as per RERA. All such additions, alterations, additional floors and/or additional wings, building and/or structures shall be the sole property of the Promoters who shall be entitled to sell/allot and/or otherwise deal with the same in the manner the Promoters deems fit. Such additional construction may either be on account of additional F.S.I. that may be available from the said property or elsewhere and/or on account of TDR and/or any other rights, benefits including floating rights which may be available in respect of the said property or other properties and/or any potential that may be available on account of the amendment in the Development Control Rules or F.S.I or otherwise or on account of floating rights and all other benefits and rights. The Promoters shall be entitled to utilize and consume such TDR, F.S.I or any other potential, other rights, benefits including floating rights etc. to the extent permissible as per rules/regulation in force at such relevant time. The Allottee shall not be entitled to claim any rebate in price or any other advantage from the Promoters on the ground of the Promoters making additional construction or any other ground whatsoever. The Purchaser hereby confirms and consents to the irrevocable and unfettered right of the Promoters to construct and sell/allot the said Building/structures on the said property and/or additional floors on the said Building being constructed on the said property in the manner deemed fit by the Promoters without any further or other consent or concurrence in future and these consents and confirmation shall be treated as irrevocable No Objection (“NOC”) consent, permission given by the Purchaser, under section 7 and 7 (a) of MOFA Act or any amendment shall be deemed to have been complied herewith.

10. The Allottee/s hereby expressly consents to the Promoters re-designing the building or increasing number of floors, adding more building or buildings or the recreation area or realigning any internal road recreation area and passages and such other area or areas which the Promoters may

desire to realign and re-design and if the said Building in which the Allottee/s have agreed to acquire the premises is completed earlier than other building/s structures, then the Allottee/s confirm that the Promoters will be entitled to utilise any F.S.I., TDR and all the benefits, potentials, yield, advantages etc. presently available and/ or that may be available in the future for any reason including on account of change in regulations/ law/ act etc. in respect of the said property or any part thereof or any adjoining property or properties as the case may be, and till all the aforesaid is fully utilised by the Promoters, and all the flats are sold, and the amount or amounts receivable by the Promoters is/are duly received by the Promoters and all the obligations required to be carried out by the Allottee/s herein and the Allottee/s of premises are fulfilled by them, the Promoters shall not be bound and shall not be called upon or required to form any organisation as the case may be and the Allottee/s agree and irrevocably consent not to have any demand or dispute or objection in that behalf.

11. The Promoters shall be, if the Promoters so decides, entitled to construct in, over or around or above the terrace of the said Building any additional area or facility permitted within the rules of the Municipal Corporation of Greater Mumbai.

12. The Promoters shall give possession of the Flat to the Allottee on or before 31/12/2019 (with further grace period of six months). If the Promoters fail or neglect to give possession of the Flat to the Allottee on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by them in respect of the said Flat with such interest as per rules from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. Neither Party shall have any other claim against the other in respect of the said Flat or arising out of this Agreement and the Promoters shall be at liberty to sell and dispose of the Flat to any other person at such price and upon such terms and conditions as the Promoters may deem fit. If as a result of any legislative order or regulation or direction of the Government or

Public authorities, the Promoters are unable to complete the aforesaid Building and/or give possession of the said Flat to the Allottee, the only responsibility and liability of the Promoters will be to pay over to the Allottee the total amount (attributable to the said Flat /shops/ office/premises) that may be received by the Promoters within such time and in such manner as may be decided by the Promoters and save as aforesaid neither party shall have any right or claim against the other under or in relation to this agreement or otherwise however.

Provided that the Promoters shall not incur any liability and shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of:

- (i) non-availability of steel, cement, other building material, water or electric supply in domestic or international market;
- (ii) war, civil commotion or act of God;
- (iii) any notice, order, rule, notification or directive of the Government and/or any other competent authority or any Court or Tribunal or any quasi-judicial body or authority;
- (iv) other force majeure or unforeseen circumstances or conditions or other causes beyond the control of the Promoters or its agents.

Explanation: The term “Reasonable extension of time” specified above shall mean such time during which the Promoters is unable to proceed with the construction of the said Building as a result of the abovementioned reasons.

13. Procedure of taking possession.

- i. The Promoters , upon obtaining the occupation certificate and the payment by the Allottee as per the Agreement shall offer in writing the possession of the said flat, to the Allottee in the terms of this Agreement to be taken within 15 days (from the date of issue of such writing intimation.).The Allottee agree(s) to pay the maintenance charges as determined by the Promoters or association of the Allottee, as the case may be. The Promoters shall offer the possession to the Allottee in writing within 7 days of receiving the occupation certificate.

- ii. The Allottee shall take possession of the said flat within 15 days of the written notice from the Promoters to the Allottee intimating that the said Flat are ready for use and occupancy.

14. Failure to take possession by the Allottee.

Upon receiving a written intimation from the Promoters as per clause 9.1, the Allottee shall take possession of the said Flat from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said Flat to the Allottee. In case the Allottee fails to take possession within the time provided in clause 9.1, such Allottee shall continue to be liable to pay maintenance charges as applicable.

15. Defect Liability.

Upon the Allottee/s taking possession of the said flat if any structural defect in the said flat or the said wing/s/ building in which the said flat is situated is brought to the notice of the Promoters within a period of 5 years from the date of handing the said Flat to the Allottee, the Promoters shall at its cost rectify such defects and if it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoters reasonable compensation for such defect in the manner as provided in RERA. If however such defect is attributable to the works carried out by the Allottee/s and/or if the Allottee/s has/have carried out any structural and/or unauthorized changes in his/her/their/its flat the Promoters shall not be responsible and/or liable therefore.

16. The Allottee shall use the said Flat or any part thereof or permit the same to be used only for residential/commercial purpose. He shall use the car parking space only for the purpose of keeping or parking its vehicle.

17. The Allottee along with other Allottee(s) of flats in the building shall join in forming and registering the society or a Limited Company to be known by such name as the Allottee may decide and for this purpose also from

time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable Promoters 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 Cooperative Societies or the Registrar of Companies as the case may be or any other Competent Authority.

18. The Promoters shall, within three months of registration of the Society or Limited Company or Association, as aforesaid, cause to be transferred to the society or Limited Company all the rights, title and the interest of the Vendor/lessor/Original Owner/Promoters and/or the owners in the said structure of the Building or wing in which the said Flat is situated.

19. The Promoters shall, within three months of registration of the Federation/Apex Body of the Societies or Limited Company, as aforesaid, cause to be transferred to Federation/Apex Body all the rights, title and the interest of the Vendor/lessor/Original Owner/Promoters and/or the owners in the said property on which the building with multiple wings or buildings are constructed.

20. **Outgoings after intimation for possession.**

On completion of a period of 15 days after notice in writing is given by the Promoters to the Allottee that the Flat is ready for use and occupation after the occupation certificate is obtained, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the flats/ flats) of outgoings in respect of the said property and Building/s namely local taxes, betterment charges or development 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 said land and building/s, Flat and till the Society/ Limited Company is formed and till the Deed of Lease/Sub-lease is executed in favour of the said Society/ Limited Company, the Allottee shall pay to the Promoters 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 Promoters provisional monthly contributions of Rs. _____ per month towards the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a Lease / sub-lease is executed in favour of the Society as aforesaid. On such Lease/sub-lease being executed, the aforesaid deposits (less deductions provided for this agreement) shall be paid over by the Promoters to the Society or the Limited Company as the case may be. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. All the deposits payable to the Municipal Corporation of Greater Mumbai for water connection and electricity charges or I.O.A. deposit, Layout deposit or permanent deposits in respect of the said Flat which become payable shall be paid or reimbursed to the Promoters by the Allottee. The Allottee shall also pay proportionate share towards development charges, betterment charges and Sales Tax.

21. The Allottee shall on or before delivery of possession of the said premises keep deposited and or pay to the Promoters the following amounts:

- (i) Rs.1000 /- (Rupees One Thousand Only) for share money, application entrance fee of the Society or Limited Company.
- (ii) Rs. 10,000/- (Rupees Ten Thousand Only) toward society formation and registration.
- (iii) Rs. _____/- (Rupees _____Only) for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex Body.

- (iv) Rs. _____/- (Rupees _____Only) for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex Body.
- (v) Rs. 50,000/- (Rupees Fifty Thousand Only) for deposit towards electric meter, water meter, Piped Gas and services connection charges and
- (vi) Rs. 25,000/- (Rupees Twenty-Five Thousand only) 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 as the case may be Limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance or assignment of lease.

22. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee under clause 17 (i), (iii) and (iv) as advance or deposit, sums received on account of the share capital for the formation of the said Organisation or towards the outgoings and Corpus fund for common facilities & infrastructures of proposed building and shall utilise the amounts only for the purposes for which they have been received. However, the Promoter reserves their right to adjust surplus or deficit or to utilise money from any of the account to make up deficit of any other account and the Allottee shall not object to the same. The amounts mentioned in above Clause 17 (ii), (v) and (vi) are non-refundable. None of the above amounts are liable for any interest to be paid thereon.

23. At the time of registration, the Allottee shall pay to the Promoters the Allottee's share of stamp duty and registration charges payable, if any, by the said Society or Limited Company on the conveyance or lease or any document or instrument of transfer in respect of the said property and the building to be executed in favour of the Society or limited Company.

24. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS.

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

- i. The Promoters have clear and marketable title with respect to the said property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the implementation of the Project;
- ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the said property and shall obtain requisite approvals from time to time to complete the development of the said property ;
- iii. There are no encumbrances upon the said property 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 said property 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, said property 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, said property and said building/wing shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said property, Building/wing and common areas;
- vi. The Promoters have the right to enter into this Agreement and have 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 Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with

respect to the said property, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement;

- viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said flat to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottee the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee;
- x. The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the 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 upon the Promoters in respect of the said property and/or the Project except those disclosed in the title report.

25. 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 said Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 Flat is situated and the

Flat itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Flat 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 Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat 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 Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoters to the Flat and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the 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 said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion, sewers, drains and pipes in the said Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and

protect the other parts of the building in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Flat without the prior written permission of the Promoters and/or the Society 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 said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the said Flat is situated.
- vii. Pay to the Promoters within fifteen days of demand by the Promoters, 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 said Flat 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 said Flat 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 said Flat 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 said Flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the said Flat 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 said Flat 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.

26. The Promoters have informed the Allottee/s that since this will be layout of two wings the S.R.A. may cause one or several deeds, lease, sub-lease as the case may be. However, if it is not permissible or feasible to give building wise Lease then at the sole discretion of the Promoters, sub-lease shall be executed of the entire property in favour the Apex Body. However, each building shall have separate Society. The Allottee in each building shall form an ad-hoc committee of each building pending execution of lease-deed/sub-lease. The said Committees shall look after the day to day management of the respective buildings including payment of taxes and all outgoings. However, the internal roads and all internal

common amenities and facilities and the infrastructure of the said lay outs and maintenance thereof shall be made by the Apex Body / Society. It is further made clear that each Committee of the said buildings shall at least have one Office bearer on the said Apex Body / Society and the Apex Body / Society will elect their own Managing Committee in accordance with the provisions of the Maharashtra Co-operative Societies Act. It is agreed that all the expenses that may be required to be incurred for the purpose of the maintenance of common amenities like internal roads, and common amenities and facilities shall be borne and paid by the Allottee of the said buildings in accordance with the directions that may be given from time to time by the Managing Committee of the Apex Body / Society.

27. It is agreed between the Promoters and the Allottee that the Promoters shall be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the plan or as may be sanctioned by MCGM in respect of the said property to utilize F.S.I. and/or development rights in respect thereof and for that purpose to submit Plan or Proposal as the Promoters may desire. It is further agreed that, the Promoters in its absolute discretion shall be entitled to locate or provide in the Building on the said property any additional floor or floors and use the same for residential, commercial and/or such other purpose or purposes as the Promoters may desire without reference or recourse to the Allottee or any Co-operative Housing Society, Limited Company or Condominium of Apartments of the prospective Allottee/s in respect of the said Building/s at the discretion and/or option of the Promoters time to time.

28. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Property and Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited

Company or other body and until the said property is transferred to the Apex Body /Federation as hereinbefore mentioned.

29. The Allottee hereby declares that after reading and having understood the contents of the aforesaid documents the said letter of Intent and all the disclosures made by the Promoters as aforesaid, the Allottee with full knowledge thereof entered into this Agreement.
30. The Allottee has entered into this Agreement with the notice of the terms and conditions of the said hereinabove recited Development Agreement of the said Property between the said Society and the said Promoters and subject to the terms and conditions imposed by the Slum Rehabilitation Authority and other authorities concerned and also subject to the Promoters right to make the necessary amendments, modifications and/or changes in the building plans or the materials and other specifications.
31. In the event of any additional F.S.I. or Transferable Development Rights or floating F.S.I. or similar rights or fungible F.S.I. (whatever be its nomenclature) becoming available in respect of the said property more particularly described in the first schedule hereunder written, at any point of time in the future, the benefit of such increase shall continue to belong absolutely to the Promoters who shall be entitled to take advantage of and/or benefit of such F.S.I. or Transfer of Development Rights or otherwise and use or apply or consume the same on the said property or on any other property. The Allottee/s by himself/ herself/ themselves and as a Member of the Common Organization covenant/s not to raise any claim, demand, objection or hindrance thereto. The said Additional F.S.I. which may become available to the Promoters on or before or after due completion of the building, shall be utilized by the Promoters without any consent of the Allottee/s/ Managing Committee/ Proposed Ad hoc Committee/ and or Proposed Society or Common Organization, as the case may be.
32. The Allottee agrees to abide by the Rules & Regulations mentioned by the Promoters in **Annexure 'K'** until such period as the Co-Operative Housing Society and or the said organisation of the Allottees is formed and they adopt their rules & regulations.

33. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ON THE SAID PREMISES.

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

34. BINDING EFFECT.

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

35. 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.

36. RIGHT TO AMEND.

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

37. 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 flats/property in case of a transfer, as the said obligations go along with the flats/property for all intents and purposes.

38. 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.

39. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED 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 said flat to the total carpet area of all the flats in the Project.

40. 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.

41.PLACE OF EXECUTION.

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters’ Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

42. The Allottee and/or Promoters 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 Promoters will attend such office and admit execution thereof.

43. 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:

Allottee : _____
Address: _____

Email ID: _____

Promoter : _____
Address: _____

Email ID:_____

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

45. JOINT ALLOTTEES.

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

46. Stamp Duty and Registration.

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee. The Promoters shall not be liable to pay or contribute any amount towards the same. However, in case the Allottee fails to pay the stamp duty, registration charges and all other incidental and legal expenses etc., the Allottee authorizes the Promoters to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

47. In the event of any stamp duty, registration charges or any other levy, cess, tax or payment becoming due or payable at any time before the Conveyance or Assignment of the said building and the said sale plot of the said property to the Society, the Allottee/s shall deposit with the Promoters the amount proportionally or actually due in respect of the said flat before the Promoters gives possession of the said flat or any time thereafter.

48. Nothing contained in these presents is intended, nor shall be construed to be a grant, demise or assignment in law of any part of the said Building and/or the said property to the Allottee. The flat Allottee shall have no claim save and except in respect of the flat hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies staircases recreation spaces etc. will remain the property of the Promoters until the said building in which the flat is located is transferred to the Society/Limited Company as mentioned elsewhere in this Agreement.

49. 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 premises, in case of a transfer.

50. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoters.

51. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoters in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee.

52. This Agreement is the sole repository of the terms and conditions governing the sale of the said premises to the Allottee and overrides, supersedes, cancels all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Promoters in any documents, brochures, hoardings, newspapers, periodicals etc. and/or through any other medium hereinabove agreed upon between the

Promoters and the Allottee which may in any manner be inconsistent with what is stated herein.

53. Dispute Resolution.

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

54. 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 Mumbai in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE PROPERTY)

All that piece and parcel of land owned by State Government and bearing C.S. No. 108 (pt), Parel Seweri Division admeasuring about 3150.83 sq. mtrs. and situated at Dr. S.S. Rao Road, Parel, Mumbai- 400 012, situated within the municipal limits of F/South Ward of MCGM, and bounded as follows:-

On or towards the North	:	B.E.S.T Colony
On or towards the South	:	Mahatma Gandhi Hospital
On or towards the East	:	Simplex Tiles Factory
On or towards the West	:	B.E.S.T Colony

THE SECOND SCHEDULE ABOVE REFERRED TO:

Flat/Shop No._____ on the ____ Floor in Wing _____ of _____ Building, admeasuring _____ Sq. Ft. (Carpet area) of the constructed area comprising of one/ two/three bedrooms, a hall and a kitchen in the building known as “**Rajkamal Park**” along with a _____ car parking bearing no. _____ in Stilt/ Podium / Stake parking bearing No. _____

THE THIRD SCHEDULE ABOVE REFERRED TO:
(LIMITED COMMON AREA AND FACILITIES)

The Staircase, staircase landings, lifts, lift-well, staircase entrance area, septic tank, soak pit, suction tank, overhead tank, pump room, watchman cabin, compound wall, machine room, electric cabin will be covered in this common area and facilities.

It is further clarified that the open space, i.e. required land appurtenant to all surroundings of the building which is open to sky excluding garages portion covered, stilt, basement will not be covered under this definition.

SIGNED SEALED AND DELIVERED)
by the withinnamed “PROMOTERS”)
M/S.PRARATHANA GRIHA NIRMAN)
by the hands of its Partner)
MR. _____)
in the presence of)
1.)
2.)

SIGNED SEALED AND DELIVERED)
by the withinnamed “ALLOTTEE”)
MR./MRS./M/S._____)

in the presence of)
1.)
2.)

RECEIVED on the day and year)
first hereinabove written of)
and from the withinnamed)
Allottee, the sum of Rs._____)
(Rupees _____)
_____ only)
being the amount as mentioned)
within to be paid by him/her)
to us by cash/cheque No._____)
dated _____ drawn on _____)
_____)Rs._____

WE SAY RECEIVED
For M/S. PRARTHANA GRIHA NIRMAN

(PARTNER)
PROMOTERS

WITNESSES:

- 1.
- 2.

WITNESSES:

- 1.
- 2.

ANNEXURE-A

Plan of the property- Red colour boundary line.

ANNEXURE-B

LOI dated 4/05/2013

ANNEXURE-C

IOA dated 13/11/2014

ANNEXURE-D

LOI dated 30/10/2014

ANNEXURE-E

CC dated 5/03/2015

ANNEXURE-F

Title Report dated 11-7-2017

ANNEXURE-G

PR Card

ANNEXURE-H

Proposed layout of the construction.

ANNEXURE-I

Floor Plan- Blue boundary lines.

ANNEXURE-J

Amenities, Fixtures and fittings.

1. Society Office, Health Club, Garden, Parking Facilities as per Mhada/BMC norms.
2. The building structures shall be made of RCC and shall be of 'A' grade with Earthquake resistance and shall be minimum of ground + 7 Floors or more as per the feasibility.
3. Fire-fighting system and & Smoke Detector equipment for Society Lobby shall be provided as per rules.
4. Anti Termite Treatment by professional agency before Construction.
5. Security Cabin at Society entrance with intercom Facility connected with each Flat wherever open spare or as per MCGM norms.
6. The outside walls shall be of 6" block (8"with Plaster) and the internal walls shall be of 4" block (5"with Plaster).
7. The height of the each residential flat shall be of 3.0 mtr. (Floor to floor) as per the D.C. Rules.
8. The Flooring of Entrance Lobby and the Lift Lobby shall be of Standard Tile.
9. Flooring of the each flat and passage will be Good quality ceramic tiles.
10. Lifts of reputed make as per norms.
11. The Internal walls of the building shall be of white wash and external wall shall be of standard paint.
12. The main door shall be flush door with standard thick Teak wood and both the sides painted. The Door Frame shall be of good quality wood and shall have telescopic peephole, safety chain, good quality night latch lock, buffer, and on the outer side of the door a good quality heavy all drop, handle and inside stopper.
13. Sliding windows with good quality Aluminum frames, channels, locking system, and shall be fitted with glass of good quality.
14. The frames of windows and toilet doors shall be of Marble/Kadappa.
15. There shall be good quality aluminum windows in toilet.
16. RCC roof for all the windows.
17. The door of bathroom and toilet shall be made of best quality fiber (bakelite) with aluminum frame/channel. There shall be aluminum baby latch and handle on both the sides of the doors.

18. Kitchen Platform will be made of Black Granite with necessary molded fascia patti & S. Steel Sink.
19. Good quality glazed white tiles shall be fixed above the Kitchen Platform. DADO type tiles (8"X12" size) shall be fitted on both below the platform.
20. Good Quality ceramic tiles shall be fitted on flooring of the toilet.
21. In W.C. a good quality Western styled commode (W.C.) shall be fitted.
22. Master Water Stop Cock will be provided for each New Flats to carry out individual Water Pipe line repairs.
23. Good quality glaze tiles upto shower height in toilet.
24. The Bathroom will have one good quality geyser and shall have conceal fitting as per MCGM rules.
25. All the water pipes shall be of Pipes and all the joints shall be of good quality and ISI marked. Similarly the gutter pipes and joints shall be of PVC /CA make of MCGM recognized make and with ISI. PVC pipes shall be fixed for the emission of Gas of WC Drainage.
26. There shall be separate tap for Sink in Kitchen.
27. There shall be one overhead water tank on terrace and one under ground water tank to store water and both the tank shall be made of RCC with necessary water proofing and shall be of such capacity as per MCGM rules so that the sufficient water can be stored. The MCGM water connection shall be provided upto underground water tank.
28. One pump room shall be constructed on underground water tank for buildings with two good quality ISI certified water pumps.
29. Terrace will be water-proof with china chips. The parapet wall on terrace will be as per D.C. Rules.
30. There shall be separate electric Meter with electric connection for each flat. Each Meter shall be fitted in Meter room and all the wiring from Meter room to the Flat shall be good Quality ISI certified with heavy duty 3 core cable wires.
31. All the wiring in the flat shall be of wiring of ISI marks. The internal electric fitting shall be as under:
 - a. Hall : 2 tube light points, 1 fan point(with fan), 1 half point, 1 plug point, 1 bell point, TV, Telephone connection, cable connection shall be provided.

- b. Kitchen : 1 light point(with one Tube light), 1 fan point, 1 plug point, 1 power plug point, 1 exhaust fan point(with two-in-one fan of standard make)
 - c. Toilet : 1 light point, one power plug point, 1 exhaust point.
 - d. Passage : 1 light point.
 - e. Provision of common Light from Main entrance till the building entrance be affixing poles shall be made and sufficient light points shall be made at all common palaces in the building.
- 32. Necessary pest control treatment on the door frames etc. at the time of flooring will be done.
 - 33. On the ground floor or main gate or near lift or at any suitable decorative name plate board shall be fixed.
 - 34. On all the vacant places in the compound the cement concrete paving with good quality checkers compound tiles will be done.
 - 35. Plinth shall be at such height as may be certified by MCGM and will be above the level of the main road,
 - 36. Common W. C. and Bathroom facility will be given in the building compound for watchman if permissible under D. C. Rules.
 - 37. Shops internal heights loft will be and as per permissible under law of SRA/MCGM.

ANNEXURE-K

Rules and regulations.

The Allottee is bound to observe the following Rules & Regulations very strictly to avoid any damage to the structure as well as to protect and prevent any misuse of the services provided to the building and also to maintain the Elevation of the Building.

- 1) He / She shall not alter / add any architectural/ structural designs or alter the external appearance of the premises as such act will be considered as illegal & liable for action in law.
- 2) He / She shall not fabricate/ install any type of grills (S.S. / R.C.C., M.S.) on the windows in outside elevation. Window grill if installed in the premises should be as per the approved design of Architect of the Builder or the purchaser may also pay the Builders the grill charges so as to maintain the uniform nature and it should be fixed only from inside the window.
- 3) Not to fabricate / install any kind of bracket for drying clothes on the outer side of the Flats or windows of the premises.
- 4) Not to fabricate / install any kind of bracket for plants including plant pots or planters of any nature outside the doors or windows of the premises.
- 5) Not to alter or modify the colour of the common passage area, staircase area and exterior painting.
- 6) Not to make any structural modification inside the Flat and / or should not touch any structural member (RCC columns & beams). If anybody doing so will be responsible for any damages to the whole structure and rectification of the same and also strict action will be taken against such Flat owner as available including criminal prosecution.
- 7) Not to alter or modify any external plumbing work done in the premises i.e. GI pipe connections, CI sewerage pipe, PVC pipe, etc.
- 8) At all times leaking taps should be immediately repaired and all taps to be kept closed when not in use to avoid wastage of water, otherwise penalty of Rs.10,000/- minimum in addition to criminal prosecution will be charged to the concerned person.
- 9) Spitting is strictly prohibited in any area of the entire building and compound.

- 10) Not to put loud speaker or have function in the compound or basement or any open area available in the building or make any temporary mandaps without the permission of the society / developer.
- 11) No animal sacrifices and keeping cattle be permitted under any conditions within the building premises / compound.
- 12) Not to alter or construct on the parking space allotted to purchaser.
- 13) Not to change the location of the toilet and kitchen and not to construct any additional toilet / kitchen in the Flat.
- 14) Finishing work done in the Lobby, common areas, staircase area and passages should not be modified / altered.
- 15) Water proofing of toilets and kitchen sink area not be disturbed. If anybody desire to make any modification or alteration in the Flat same can be done only on experts consent & permission of the Builder or guarantee in writing that they will take the responsibility to rectify if there is any leakage in future and they will be responsible for any damage and consequences to the premises due to such alteration.
- 16) Not to construct any additional walls on the floors.
- 17) Split Flat of air conditioner should be placed within the alignment of provision provided for window A/c. and also provide adequate measures to avoid water dripping there from.
- 18) Not to construct mezzanine floors or lofts in any rooms of the Flat.
- 19) Changing the type / shape of windows or window frames or making the windows bigger or smaller is not permissible.
- 20) It is the responsibility of the Flat owners to ensure safety and security of their belongings while moving / shifting into the Flat and they further have to ensure that no damage whatsoever will be caused to the lift, lobby and staircase finishing work done. If any damaged caused due to material dumping or while shifting or found, same be rectified immediately at your own cost otherwise a penalty along with actual cost of rectification will be debited to them.
- 21) Common area & Refuge area are not allowed to be used other than the purpose for its specified.
- 22) If Flat Owner desire to appoint any Interior Contractor / Painting Contractor for further finishing work in Flat, prior intimation to Builder in writing about their working schedule including total nos. of persons allowed to work in the Flat so that they can inform the same to the

Security Department in advance for their identification and access to the premises. Without prior permission, Security department will not allow them to enter in the premises.

- 23) No kind of ball game e.g. Cricket, Football, Hockey, etc. are allowed within the building premises / podium / car park area other than play area.
- 24) During the renovation work of Flat stocking material and collecting debris outside the Flat is strictly prohibited specially in passage, lift lobby area, staircase area, etc. or anywhere in the building and compound other than the specified place on ground floor.
- 25) Nothing is permitted to be fixed in any of the plumbing ducts and void ducts of the building.
- 26) Decoration lights are not permitted on the Building Elevation or any Common Areas in the whole building.
- 27) Lift will not be allowed to use for lifting sand, cement, stone, etc., which will damage the lift as well as other finishing. If anybody doing so will be liable for penalty to ensure that no other people will repeat the same mistake.
- 28) Loose Debris will not be allowed to be taken through the lifts, or collected on lobby area, common area, refuge area, etc. Debris will remain in the Flat till you directly bring to the designated dumping area as directed by the maintenance incharge/ Security incharge available at site and it should be removed out of the building premises within 24 hours.
- 29) All terrace Flat owners will allow the maintenance people to do the maintenance and other common services to the building as and when required.