

AGREEMENT FOR SALE

THIS AGREEMENT is made at Mumbai on this _____ day of _____ in the year Two Thousand and Twenty One

BETWEEN

WESTAVENUE REALTORS PVT.LTD.(CIN No. U70100MH1999PTC118190) (PAN: _____) a company registered under the provisions of Companies Act, 1956 and having its registered office at 1201 Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai-400 013, hereinafter called "THE PROMOTER" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns) of the One Part;

AND

MR./MRS./MESSRS _____ (PAN: _____) Indian inhabitant residing at _____ hereinafter called as 'THE ALLOTTEE/S' (which expression shall unless it be repugnant to the context or meaning thereof shall always mean and include his / her / their heirs, executors, administrators, legal representatives, successors and assigns) of the Other Part ;

WHEREAS :-

- A. (i) By an Indenture of Conveyance dated 8th April 1960 and made between one Mrs. Amtuzerbai Hassanally wife of Ahmedally Mulla (therein referred as the Vendors), Mr. Gangaram Assudomal Merani (therein referred as the "Confirming Party") and Deluxe Co-Operative Housing Society Limited (therein referred as the "Society") the said Vendors conveyed unto the Society ALL THAT piece or parcel of land located at Santacruz (East) in the Registration Sub District of Bandra, District Bombay Suburban, bearing Sub-Plot No. 5 of the Final Plot No. 66 of Santacruz Town Planning Scheme No. III and altogether now admeasuring at or about 1162.20 square meters and which is more particularly described in the **First Schedule** hereunder written (hereinafter referred to as "the project land"). The said Indenture has been registered in the office of the Sub-Registrar of Assurances, Mumbai under Sr. No. 797/1960 dated 8th April 1960. The said

project land stands in the name of the Society in the relevant property register cards.

(ii) The said Society, in accordance with the building plans approved by the Municipal Corporation of Greater Mumbai (MCGM) under No. GB/9302/ A of 1963-1964 dated 6th August 1963, duly constructed on the said land a structure having three wings (Wing-A, Wing-B and Wing-C) each having ground + two upper floors and comprising/consisting of total 18 residential flats and allotted the said flats to its members. The said structure was duly assessed for the payment of municipal taxes by the Municipal Corporation of Greater Mumbai under the Municipal Assessment New No. 00209757.

(iii) The structure of the said building became dilapidated due to passage of time and hence, after following the applicable lawful procedure and acts, deeds, matters and things, the Society appointed the Promoter abovenamed as its Promoter to redevelop the said property of the Society.

(iv) By a Development Agreement dated 22nd May 2013, entered into between the said Society and West Avenue Realtors Pvt. Ltd. being the Promoters abovenamed, and registered at the office of the Registrar of Sub-Assurances Andheri-1 on 22nd May 2013 under Sr. No. BDR1-5437-2013, the Society appointed West Avenue Realtors Pvt. as the Promoter for the redevelopment of the captioned property. The Society also executed in favour of the said Promoter a power of attorney dated 22nd May 2013 duly registered at the office of the Registrar of Sub-Assurances Andheri-1 on 22nd May 2013 under Sr. No. BDR1-5438-2013 in furtherance of the said development agreement. Also, for extending the time for obtaining sanction of the building plans from Municipal Corporation of Greater Mumbai, the Society executed in favour of the Promoter a Deed of Addendum dated 17th November 2014 duly registered at the office of the Registrar of Sub-Assurances Andheri-1 on 17th November 2014 under Sr. No. BDR1- 8859-2014. The timelines of completion of project mentioned in the Redevelopment Agreement were subsequently extended by the parties and the same was recorded in the form of Letters dated _____.

B. The Promoter declares and represents that:-

(i) There do not exist any covenant/s in any deed, writings or documents whatsoever which affect the said property or the Project Land.

- (ii) There are no impediments for development whatsoever attached to the said property or the Project Land.
 - (iii) The existing members of the said Society have vacated their respective residential flats and subsequently the building has been demolished.
 - (iv) There are no illegal encroachment/s on the said property.
 - (v) Apart from (a) various building permissions from the municipal authorities under Development Control Regulations and (b) Building Height related permission/clearance from Airport Authority of India, no further or other permission is required to be obtained from any Government or Authority for development of the Project Land. Also, no further or other permission is required to be obtained from any Government or Authority which affects the title to the property.
 - (vi) There are no mortgages or liens or charges on the said property i.e. the said plot of land.
- C. The Promoter has entered into a standard Agreement with Mr. Satish Palav registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- D. The Promoter has appointed M/s. Gokani Consultants Pvt. Ltd., a structural Engineer, for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.
- E. By virtue of the Development Agreement and Power of Attorney above referred to, the Promoter has sole and exclusive right to sell the Apartments in the said building to be constructed by the Promoter on the Project Land and to enter into Agreement/s with the Allottee/s of the Apartments and to receive the sale consideration in respect thereof;
- F. The copies of Certificate of Title dated 28th October, 2016 issued by M/s. PS Legal, the advocate of the Promoter, copies of Property cards have been annexed hereto and marked as Annexure 'A' and 'B' respectively.

- G. (i) A copy/extract of the Town Planning Layout pertaining to the said plot of land is annexed hereto and marked as Annexure 'C'.

(ii) The Municipal Corporation of Greater Mumbai has issued IOD bearing No. CHE/WS/1086/H/337(NEW) dated 5th August 2015 and has sanctioned the building plans submitted by the Promoter for part basement, Stilt, two podiums and 6 upper floors. Thereafter the Promoter submitted revised building plans. Municipal Corporation of Greater Mumbai thereafter has issued revised IOD bearing No. CHE/WS/1086/H/337(New) dated 16th August 2016 and has sanctioned the revised building plans submitted by the Promoter for part basement, Stilt, two podiums and 6 upper floors and the Promoter is permitted to construct an area of 1891.96 built up square meters inclusive of Fungible Compensatory FSI on the said plot of land.

(iii) MCGM has also issued a building Commencement Certificate bearing No. CHE/WS/1086/H/337 (New) dated 21st October 2016 covering work upto top of stilt level which was extended upto top of 8th floor on 25th October 2017.

(iv) The Promoter has loaded the TDR and Fungible Compensatory FSI and submitted the amended plans for additional four floors ie. 9th to 12th habitable/residential upper floors. The Municipal Corporation of Greater Mumbai has issued amended IOD bearing No. CHE/WS/1086/H/337(NEW)337/5/Amend dated 14th October 2020 for the further four upper floors. The Promoter is permitted to construct an additional area of 1238.61 built up square meters inclusive of Fungible Compensatory FSI on the said plot of land consisting of part basement, Stilt, two podiums and 10 upper residential floors. Thus the full potential of Floor Space Index to be utilized by the Promoter on the project land is 3130.57 square meter. The copy of the Intimation of Disapproval IOD bearing No. CHE/WS/1086/H/337 (New) dated 14th October 2020 evidencing the approval of building plans by MCGM have been annexed hereto and marked as Annexure 'D'.

(v) MCGM has further extended the building Commencement Certificate bearing No. CHE/WS/1086/H/337 (New)/FCC/4/Amend on 13th November 2020 upto top of the 11th floor. The copy of Commencement Certificate bearing No. CHE/WS/1086/H/337 (New)/FCC/4/Amend dated 13th November 2020 is annexed hereto and marked as Annexure-'E'.

- H. (i) The Promoter has received the above approvals from MCGM to the plans, the specifications, elevations, sections of the said building and shall obtain the balance approvals from time to time so as to obtain Occupancy Certificate of the said Building.
- (ii) While sanctioning the said plans and the amended plans MCGM has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter as well as by the Allottee/s.
- I. The Promoter has registered the Project under the provisions of the Real Estate Regulation Act, 2016 with the Real Estate Regulatory Authority at Mumbai under no. P51800000819 and an authenticated copy of the Registration Certificate is attached as Annexure-'F'.
- J. The Promoter has accordingly commenced construction of the said building in accordance with the said approved building plans.
- K. The Allottee/s has applied to the Promoter for allotment of an Apartment No. ____ on _____ floor to be situated in the said building known as 'Deluxe Apartments' being constructed by the Promoter in the said Project. The carpet area of the said Apartment shall be ____ square meters measured as per MahaRERA's relevant stipulations (hereinafter referred to as the said Apartment).
- L. 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.
- M. The Parties have agreed that the total sale price of the Apartment hereunder being purchased by the Allottee/s shall be of Rs. _____ (Rupees _____) (excluding GST and also the other charges recoverable under this agreement). Prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs _____ (Rupees _____), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the

Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

- O. Under Section 13 of the Real Estate Regulation Act, 2016 the Promoter is required to execute a written Agreement for Sale of said Apartment with the Allottee/s, being in fact these presents and also to register the said Agreement under the Indian Registration Act, 1908.
- P. Prior to the execution hereof, on demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land; approved plans, architectural designs prepared by the project architect; RCC drawings prepared by structural engineer and has also given to the Allottee/s an inspection of all other specifications and documents as demanded by the Allottee/s and which 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.
- Q. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the said Apartment and the covered parking described hereunder.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

- 1. The Promoter shall construct the said building consisting of part basement, stilt, two podium floors and twelve residential upper floors on the project land in accordance with the plans, designs and specifications as approved by the Municipal Corporation of Greater Mumbai and other concerned local authorities from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.
 - (a) (i) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Apartment No. _____ of the type _____ of RERA carpet area admeasuring _____ square meters on _____ floor in the Building known as _____ (hereinafter referred to as "the Apartment") as

more particularly described in the Second Schedule hereunder written. The Floorplan thereof hereto annexed and marked Annexure 'G' at or for the sale consideration of Rs. _____ inclusive of 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 Third Schedule hereunder written.

(ii) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s a covered Car Parking Space/s bearing No. _____ situate in Stilt/Podium No. _____ for a consideration of Rs. _____ /-(Rupees _____)

- (b) The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. _____ /-(Rupees _____) and the Allottee/s shall pay the same in accordance with the Payment Plan mentioned in sub-clause (d) below.
- (c) The Allottee/s has paid to the Promoter an amount of Rs. _____ prior to the execution hereof.
- (d) The Allotte/s shall make the payment of total aggregate consideration of Rs. _____ (Rupees _____) in the following manner:

Sr. No	Stage of payment	%
(i)	after execution of these present	30%
(ii)	on completion of the Plinth of the building in which the said Apartment is located	15%
(iii)	on completion of the slab of the third floor	5%
(iv)	on completion of the slab of the fifth floor	5%
(v)	on completion of the slab of the seventh floor	5%
(vi)	on completion of the slab of the ninth floor	5%
(vii)	on completion of the slab of the twelveth floor	5%
(viii)	on completion of the walls, internal plaster, floorings doors and windows of the said Apartment	5%
(ix)	on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment	5%

	and	
(x)	on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building in which the said Apartment is located	5%
(xi)	On completion of lift, water pump, electrical fittings, electro, mechanical and environmental requirements, entrance lobby, plinth protection, paving of area appertain.	10%
(xi)	at the time of handing over of the possession of the Apartment to the Allottee/s after receipt of occupancy certificate	5%

The Allottee/s agree/s that the Promoter shall be at liberty to vary the order of the various stages of construction/ Items of Work of the said Building in which the said Apartment is located and the Promoters shall also be at a liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the hereinabove Payment Plan and to demand from the Allottee/s the aggregate of the corresponding instalments .

- (e)

(i)

The Total Price above does not include Goods and Service Tax. The payment of GST in respect of the said apartment is the liability of the Allottee/s.
- (ii)

The Allottee/s shall, as and when demanded by the Promoter, pay to the Promoter the GST as may be demanded by the Promoter. The GSTIN of the Promoter is 27AAACW3287C1ZD.
- (iii)

The Allottee/s also agree/s to bear and pay to the Promoter the Allottee/s share in any other cess, levy, taxes etc. which may come to be levied in connection with the Project and payable by the Promoter up to the date of handing over the possession of the Apartment and the Parking Spaces.
- (f)

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

levied or imposed by MCGM/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s 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/s, which shall only be applicable on subsequent payments.

- (g) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments 12 % per annum for the period by which the respective installment has been preponed/ accelerated. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.
- (h) The Promoter shall confirm the final carpet area of the Apartment after the grant of the occupancy certificate by the Municipal Corporation of Greater Mumbai and shall furnish the details of the changes, if any, in the carpet area of the Apartment, subject to a variation cap of three percent (3%). The total price payable for the carpet area shall then be recalculated by the Promoter. If there is any reduction in the carpet area of the Apartment exceeding 3%, then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest as specified in the RERA Rules from the date of payment of the installment at Clause 1(c) (viii)). If there is any increase in the carpet area allotted to Allottee/s, then the Promoter shall demand additional amount from the Allottee/s as per 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.
- (i) The Allottee/s 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/ their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

- (j) The Allottee/s is/are aware in accordance with section 194 IA of the Income Tax Act, 1961, TDS is required to be deducted @ of 1% of the consideration including the amount of taxes, if any, while making payment to/crediting the account of the Promoter under this Agreement. The amount so deducted by the Allottee/s is required to be paid to the Income Tax Authorities on or before the 7th of the next English Calendar month. As required under the Income Tax Act, 1961, the amount of TDS deducted shall be paid by the Allottee/s electronically only by using Form No. 26QB. The TDS shall be acknowledged/credited by the Promoter, only upon the Allottee/s submitting the original TDS Certificate within 30 days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the data available with the Income Tax Department concerning the tax deducted at source on behalf of the Promoter in the prescribed Form No. 26AS of the Promoter. The Allottee/s further agrees and undertakes that if the Allottee/s fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Allottee/s alone shall be deemed to be an Assesse in default in respect of such tax and the Promoter shall not be liable for any statutory obligations/liability for non-payment of such TDS. The Allottee/s shall indemnify and keep indemnified saved defended and harmless the Promoter in that behalf. The Allottee/s do hereby irrevocably and unconditionally agree and undertake to execute and sign all such deeds, documents, forms etc. as may be required by the Promoter to claim the benefits of the TDS or otherwise.

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 MCGM at the time of sanctioning the said plans on 5th August 2015 and amended on IOD dated 16th August 2016 and 14th October 2020 and any further amendment shall, before handing over possession of the Apartment to the Allottee/s, obtain from MCGM occupancy certificate in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the Association of the Allottee/s after receiving the occupancy certificate, as the case may be. Similarly, the Allottee/s 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 Promoter as provided in Payment Plan.

3. (i) As per the sanctioned plans annexed to the IOD dated 16th August 2016 the Promoter has permitted to construct an area of 1891.96 built up square meters inclusive of Fungible Compensatory FSI on the said plot of land.

(ii) The Promoter has loaded the TDR and Fungible Compensatory FSI and submitted the amended plans for additional four floors ie. 9th to 12th habitable/residential upper floors. The Municipal Corporation of Greater Mumbai has issued amended IOD bearing No. CHE/WS/1086/H/337(NEW)337/5/Amend dated 14th October 2020 for the further four upper floors. The Promoter is permitted to construct an additional area of 1238.61 built up square meters inclusive of Fungible Compensatory FSI on the said plot of land consisting of part basement, Stilt, two podiums and 10 upper residential floors.

(iii) The Promoter has disclosed the full potential of Floor Space Index to be utilized by him on the project land in the said Project is 3130.57 square meter as proposed and Allottee/s 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.

(iv) The Allottee/s doth hereby consent for the payment of sale consideration in various installments as per the payment plan set forth above.

- 4.1 (a) If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule 18 of the Maharashtra Real Estate (Regulation & Development) (Registration of Real Estate Project and Real Estate Agents, Rate of Interest and Disclosure on Website) Rules, 2017, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession.

(b) The Allottee/s agrees to pay to the Promoter, interest as specified in the Rule 18 of the Maharashtra Real Estate (Regulation & Development) (Registration of

Real Estate Project and Real Estate Agents, Rate of Interest and Disclosure on Website) Rules, 2017 on all the delayed payments which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.

(c) At the time of the execution hereof, the said interest as provided in the said Rule is the State Bank of India highest Marginal Cost of Lending Rate plus two percent. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use at the relevant time, the rate of interest shall be such benchmark lending rates which the State Bank of India may have fixed at the relevant time for lending to the general public.

4.2 (a) Without prejudice to the right of promoter to charge interest in terms of sub-clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by MCGM and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement, PROVIDED THAT, the Promoter shall give a Notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement ('First Notice') and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.

(b) If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the said period of the First Notice, then at the end of the said period of 15 days, the Promoter shall be entitled, entirely at Promoter's option, to terminate this Agreement by issuing Second Notice being Termination Notice, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s. The present Agreement and the Allotment of the Apartment to the Allottee/s shall stand terminated ipso facto upon delivery of the said Termination Notice at, by Registered Post AD at the address provided by the Allottee/s and receipt of the e-mail at the e-mail address provided by the Allottee/s

(c) Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s within a period of thirty days of the

termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter after deducting therefrom as pre-judged and agreed liquidated damages a sum equivalent to 5% of the total sale consideration payable by the Allottee/s to the Promoter as mentioned hereinabove.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Apartment as are set out in Annexure'H', annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee/s on or before _____ day of _____ 20____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s 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/s 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 –

- (a) War, civil commotion, riots or other such acts;
- (b) Any general notice, general order, rule, notification of the Government or other public authority or the Court stopping the redevelopment activity;
- (c) Shortage of cement, steel, sand and water for construction; OR
- (d) Any circumstances which are beyond the control of the Promoter.
- (e) Any Act of God including but not limited to Epidemic, Pandemic, Floods etc.

7.1 Procedure For Taking Possession:–

(a) The Promoter shall offer, in writing, the possession of the Apartment and Parking Space to the Allottee/s within 7 days of receiving the occupancy certificate of the Project. The Allottee/s shall be required to take possession of the Apartment within 15 days from the date of issue of such notice. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be.

(b) The Promoter shall at the time of handing over of the possession to the Allottee comply with the stipulated norms of statutory authorities and make provisions for water, sanitation, electricity as per the sanctioned plans.

7.2 Failure of Allottee/s to take Possession of Apartment:

Upon receiving a written intimation from the Promoter as per Clause (7.1), the Allottee/s 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 along with Covered Parking space/ s to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in Clause (7.1), such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

7.3 If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter (i) any structural defect in the Apartment or the building in which the Apartment are situated or (ii) any defects on account of workmanship, quality or provision of service, then, provided that the Allottee/s shall not have carried out internal alterations to the Apartment, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the Act.

8. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He/she shall use the parking space only for purpose of keeping or parking vehicle.

9. The Allottee/s shall apply for the membership of the Society and shall sign other papers and documents necessary for becoming a member, including the bye laws of the 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/s. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the bye-laws, as may be required by the Registrar of Co-operative Societies in future.

- 9.1 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s 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 namely local taxes, betterment charges or such other levies by MCGM 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. Until the said structure of the building is transferred to the Society, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs. _____/- per month towards the outgoings alongwith applicable GST. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter.
10. The Allottee/s shall on or before delivery of possession of the said premises pay to the Promoter the following amounts and applicable taxes including GST etc, thereon in addition to the Purchase Price agreed to be paid by the Purchaser:-
- (i) Rs. _____/- for share money and entrance fee of the Society.
 - (ii) Rs. _____ for proportionate share of taxes and other charges/levies in respect of the proposed building.
 - (iii) Rs. _____ a deposit towards provisional monthly contribution for _____ months towards outgoings of the proposed building.
 - (iv) Rs. _____ as deposit towards Water, Electric, and other utility and services connection charges.
 - (v) Rs. _____ for deposits of electrical receiving and Sub Station.

11. The Allottee /s shall pay to the Promoter a sum of Rs. 40,000/- for meeting all legal costs, charges and expenses. The Allottee/s shall not demand an account of the said sum from the Promoter.
12. Upon the sale of all the Apartments in the proposed building and handing over of the lawful possession thereof by the Promoter to the respective allottees, the Promoter and the Society shall enter into an instrument where under the Society shall take over the possession and management of the completed structure alongwith infrastructure. Any stamp duty payable on such instrument shall be borne and paid by the Society and the Allottee/s shall contribute his / her/their share in the same.
13. Representations and Warranties of the Promoter:

The Promoter hereby represents and warrants to the Allottee/s 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 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 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 and common areas;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may 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/s under this Agreement;
 - (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment alongwith Covered Parking Space/s to the Allottee/s in the manner contemplated in this Agreement;
 - (ix) At the time of effecting the transfer of the structure to the Society Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the project to the Society.
 - (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 MCGM 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 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 MCGM, 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 MCGM 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/s in this behalf, the Allottee/s 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/s 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 MCGM or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to MCGM 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.

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project /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 MCGM 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 MCGM and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- (ix) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- (x) The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules,

Regulations and Bye-laws for the time being of MCGM and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society 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) The Allottee/s 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 building or any part thereof to view and examine the state and condition thereof.
- (xii) The Allottee/s shall not to store any goods and or keep shoe rack in the common passage outside the flat or on the staircase or mid-landing or any common areas.
- (xiii) The Allottee/s is/are aware that the following specific conditions which are incorporated in the original IOD and the Revised IOD :-
 - (a) As stipulated in the IOD dated 5th August 2015, Condition No. A-45 ,the new building to be constructed by the Promoter shall be constructed with open space deficiency and parking space deficiency and the Allottee/s shall not raise any objection and or dispute for the same in future;
 - (b) The Allottee/s hereby undertakes and accord no objection for development of neighborhood property/ plot with open space deficiency as stipulated in the IOD dated 5th August 2015, Condition No. A-46;
 - (c) As per IOD Condition No. 60, the new building shall be constructed with the 3.50 aisle space for two way maneuvering of vehicles instead of 6.00 meters;
 - (d) As stipulated in the Condition No. A- 33 of the Revised IOD dated 16th August 2016, the Allottee/s shall segregate wet garbage from dry garbage and shall observe all the municipal stipulations for waste disposal; and

(e) As stipulated in Condition No. 27 of the Revised IOD dated 16th August 2016 the Promoter shall hand over to the Society within a period of 90 days after granting occupation certificate the following documents:-

- (i) Ownership documents.
- (ii) Copies of IOD, CC subsequent amendments, OCC, BCC and corresponding canvas mounted plans.
- (iii) Copies of soil investigation report.
- (iv) RCC details and canvas mounted structural drawings
- (v) Structural stability certificate from LIC. Structural Engineer.
- (vi) Structural audit report.
- (vii) All details of repairs carried out in the building.
- (viii) Supervision certificate issued by Lic. Site Supervision.
- (ix) Building Completion Certificate issued by Lic. Surveyor/Architect.
- (x) NOC and Completion Certificate issued by C.F.O.
- (xi) Fire safety audit carried out as per the requirement of C.F.O.

The above documents shall be preserved and maintained by the Society and the subsequent periodical structural audit reports and repair history. Further, the Society shall carry out necessary repairs/structural audit/fire safety audit, etc. at regular intervals as per requirement of C.F.O.

(f) the Allottee/s hereby undertake that (a) the Allottee/s and the Co-operative Housing Society shall preserve and maintain the documents, sanctions, plans hereinabove, received from the Promoter and subsequently periodical structural audit reports and repair history, (b) the Allottee/s and the Co-operative Housing Society shall Carry out necessary repairs, structural audit, fire safety audit etc of the new building to be constructed by the Promoter at regular intervals as per the requirements of Chief Fire Officer.

(g) the Allottee/s agrees and undertakes that the Allottee/s shall separate the dry and wet garbage which shall be generated in the said Flat and also ensure that the wet garbage shall be treated separately on the said property.

- (xiv) Prior to the execution hereof, on demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of

title relating to the project land; approved plans, architectural designs prepared by the project architect; RCC drawings prepared by structural engineer and has also given to the Allottee/s an inspection of all other specifications and documents as demanded by the Allottee/s and which 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. The Allottee/s declares that he/she/they is /are fully satisfied that all the necessary disclosures as per the Act have been made by the Promoter and only thereupon the Allottee/s has entered into this Agreement with the Promoter.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital and entrance fee for the membership of the said Society 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/s 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 said Society as hereinbefore mentioned.
17.
 - a) After the Promoter executes this Agreement the Promoter 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/s who has taken or agreed to take such Apartment alongwith Covered Parking Space/s.
 - b) The Promoter has availed of Term Loan Facility from Bassein Catholic Co-operative Bank Ltd. having corporate office at Catholic Bank Building, Papdy Naka, Vasai West, Dist. Palghar-401 207. The Promoter has opened an Escrow Account being 'West Avenue Realtors Pvt Ltd', Escrow Account No. 052110500000001 opened by the Promoter with Bassein Catholic Co-operative Bank Ltd. Branch for receiving the sale proceeds from the Allottee. The Promoter undertakes that, forthwith upon receipt of any part the said proceeds,

as per the provisions of Real Estate Regulation Act, 2016, 70% of the sum received in the said Escrow Account shall be transferred to the RERA Account No. 1 opened by the said Bank. The said accounts shall be operated as per the provisions of Real Estate Regulation Act, 2016.

c)The Promoter shall always indemnify the Allottee/s from any liability arising from the repayment of the credit facilities.

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

20. Right To Amend:-

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

21. Applicability:

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 Apartment alongwith Covered Parking Space/s , 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 Allottee's share:-

Wherever in this Agreement it is stipulated that the Allottee/s 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 Apartments(including the permanent alternate accommodations allotted to the existing members) in 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/s, after the Agreement is duly executed by the Allottee/s 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 Mumbai.

26. Registration of Agreement:

The Allottee/s and/or Promoter shall present this Agreement 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. Notices:

All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s 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/s
 _____ (Allottee/s Address)
 Notified Email ID: _____

West Avenue Realtors Pvt. Ltd (Promoter)
 having its registered office at
 1201, Peninsula Business Park,
 Ganpatrao Kadam Marg, Lower Parel,
 Mumbai-400 013
 Notified Email ID: info@westavenue.in

It shall be the duty of the Allottee/s 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/s, as the case may be.

28. Joint Allottees:

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 be considered 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/s.

30. Dispute Resolution:-

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

31. Governing Law:

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Mumbai 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.

First Schedule Above Referred to

Description of the Project Land and all other details

ALL THAT piece or parcel of land located at Santacruz (East) in the Registration Sub District of Bandra, District Bombay Suburban, bearing Sub-Plot No. 5 of the Final Plot No. 66 of Santacruz Town Planning Scheme No. III and admeasuring at

or about 1162.20 square meters as per property register card and bounded as under:

On or towards East : By Government land bearing Survey No.355.
 On or towards West : By Sub Plot No.6 of Final Plot No.66.
 On or towards North : Partly by Final Plot No.67 and partly by Sub Plot No.4 of Final Plot No.66.
 On or towards South : By 3rd Road of the said Scheme

Second Schedule

Description of the Apartment

Apartment No. _____ of the type _____ of carpet area admeasuring _____ square meters on _____ floor in the Building known as Deluxe Apartments to be constructed on the First Schedule hereinabove alongwith _____ (no./s) of covered parking space.

Third Schedule Above Referred to

Nature, extent and description of common areas and facilities.

- 1) Earthquake resistance RCC design
- 2) Well design entrance Lobby
- 3) Fully equipped gymnasium
- 4) 2 nos. of automatic door passenger elevators
- 5) 2 nos. of car lifts
- 6) Stack car parking system
- 7) CCTV cameras for common areas
- 8) Generator backup for lifts, staircase and lobbies.
- 9) LED fixtures for common area.
- 10) Rainwater harvesting for entire project.
- 11) Peripheral landscaping
- 12) Efficient firefighting system

SIGNED SEALED AND DELIVERED)
BY THE WITHIN NAMED)
Allottee/s:)
(1) _____)
(2) _____)
At Mumbaion _____)
In the presence of following witnesses)
(a) Name _____)
Signature _____)
(b) Name _____)
Signature _____) Allottee/s

SIGNED SEALED AND DELIVERED)
BY THE WITHIN NAMED)
Promoter:)
West Avenue Realtors Pvt. Ltd.)
Through its Director)
Mr. _____)
In the presence of following witnesses)
(a) Name _____)
Signature _____)
(b) Name _____)
Signature _____) Promoter

RECEIPT

Received of and from the Allottee/s above named a sum of Rupees _____ (Rupees _____/-) on execution of this agreement as per the Payment Plan.

We say received.

Promoter.

Witnesseth:

- 1.
- 2.

ANNEXURE – A

Title Report

ANNEXURE –B

Copies of Property Card showing nature of the title of the Promoter to the project land).

ANNEXURE –C

Copy of the plan showing the said plot in the TP Layout

ANNEXURE –D

Copy of Intimation of Disapproval IOD bearing No. CHE/WS/1086/H/337
(New) dated 14th October 2020

ANNEXURE – E

Commencement Certificate bearing No. CHE/WS/1086/H/337
(New)/FCC/4/Amend dated 13th November 2020

ANNEXURE – F

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

ANNEXURE – G

(Authenticated copy of the floor plans and specifications of the
Apartment agreed to be purchased by the Allottee as approved by
MCGM.)

