

AGREEMENT FOR SALE

This Agreement is made at _____ this _____ day of _____ in the year Two Thousand and _____ between ANAYA INFRASTRUCTURE PVT. LTD., a company incorporated under the Companies Act, 1956 having its registered office at 801, Hub-town Solaris, N.S.Phadke Marg, Opp. Teli Gully, Near Andheri Fly Over, Andheri (E), Mumbai - 400069 hereinafter referred to as “the Promoter” of the One Part and (.....) having address at hereinafter referred to as “The Allottee” (.....) of the Other Part.

WHEREAS by a Deed of Conveyance dated 26th day of March 2010 executed between M/s Rajesh Dying and Bleaching Works Pvt. Ltd. through Official Liquidator, High Court, Mumbai of the One Part (hereinafter referred to as “The Vendor”) and the Promoter of the Other Part, the Vendor agreed with the Promoter and sold absolutely to the Promoter an immovable property being piece or

parcel of land admeasuring 5028.71 sq. mtrs. and 3114.10 sq.mtrs. or thereabout together with building standing thereon situated, lying and being at Kurla-Andheri Road, Sakinaka, Andheri (E), Mumbai, bearing C.T.S. No. 687/B and 662/1 of Village _____, Taluka _____, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and in the District of Mumbai Suburban more particularly described in Part 'A' of the First Schedule hereunder written (hereinafter referred to as 'The Larger Property').

AND WHEREAS the Promoter has constructed a Building named Gundecha Montego on C.T.S. No. 662/1 and the Promoter would be giving the Conveyance of same to Gundecha Montego in respect of the Land admeasuring 3114.10 sq.mtrs. Hereinafter referred to as "Said Gundecha Montego" described in Part B of the First Schedule hereunder written.

AND WHEREAS the Promoter would be constructed a Building on C.T.S. No. 687/B admeasuring 5028.71 sq.mtrs. by named Gundecha Asta and accordingly the Conveyance for Gundecha Asta would be only in respect of above stated land. Hereinafter referred to as "The Project Land" described in Part C of the First Schedule hereunder written.

AND WHEREAS it is absolutely made clear to the allottee that Gundecha Asta and Gundecha Montego are two different Buildings and Two different Societies

WHEREAS the Promoter herein is constructing one building named 'GUNDECHA ASTA' having 'A' and 'B' Wing.

AND WHEREAS the Promoter is dividing the above project in 2 phases i.e. phase 1 construction of 'A' and 'B' Wing and phase 2 construction of amenities i.e. swimming pool, health club and parking hereinafter referred to as entire project.

AND WHEREAS the Promoter will register with the MahaRera Authorities 2 separate phases i.e. phase 1 construction of 'A' and 'B' Wing and phase 2 construction of amenities i.e. swimming pool, health club and parking hereinafter referred to as entire project.

AND WHEREAS phase 2 of amenities i.e. swimming pool, health club and parking will be constructed after receiving necessary approval and sanctions from the concerned Government/Semi-Government Authorities.

AND WHEREAS the Promoter is entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter is in possession of the project land.

AND WHEREAS the Promoter has proposed to construct on the project land one Building having two wings i.e. 'A' and 'B' Wing having basement/stilt plus ____ Floors.

AND WHEREAS the Allottee is offered an Apartment bearing number _____ on the _____ floor in ____ Wing, and measuring _____ sq.ft. carpet described in Part 'D' of the First Schedule hereunder written (herein after referred to as the said "Apartment") in the Building called 'Gundecha Asta' (hereinafter referred to as

‘the said Building’) being constructed on the said project land, by the Promoter.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS The Promoter abovenamed have engaged the services of Sunil G. Ambre of M/s Sunil Ambre & Associates, the Architects, for municipal sanction and other supervisory works etc. and Mahimtura Consultants Pvt. Ltd., Consulting Engineers, the R.C.C. Consultants for preparation of structural drawings, designs, plans etc.

AND WHEREAS the Promoter has registered the phase 1 of Project i.e. construction of ‘A’ and ‘B’ Wing under the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as ‘RERA’) with the Real Estate Regulatory Authority at Mumbai No. _____; authenticated copy is attached in **Annexure ‘A’**.

AND WHEREAS the Promoter has appointed 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.

AND WHEREAS by virtue of the Conveyance dated 26th March, 2010 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 to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Mr. Sunil G. Ambre and of such other documents as are specified under RERA;

AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate of the Promoter, authenticated copies of Property Card or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure **'B' and 'C'** respectively.

AND WHEREAS the authenticated copies of the plans proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure - D,**

AND WHEREAS the authenticated copies of the sanctioned plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure **'E'**.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building and shall obtain the

balance approvals from various authorities from time to time, so as to obtain Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. onfloor in ___ Wing in the building being constructed on the said Project land.

AND WHEREAS the carpet area of the said Apartment is _____ square feet and “carpet area” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this

Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

AND WHEREAS, under section 13 of RERA the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being infact these presents and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS, The Allottee/s has/have accordingly approached the Promoters to allot, sell and transfer a residential Apartment No. _____ on _____ floor in _____ Wing of 'GUNDECHA ASTA' Building in the development of the said property described in Part 'B' of the First **Schedule** hereunder written, which the Promoters have agreed to allot and sell for the consideration and upon the terms and conditions and in the manner hereinafter appearing:

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment .

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

1. The Promoter shall construct the said building consisting of 'A' and 'B' Wing having basement / stilt plus ____ upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law which will not affect size, location and amenities of the Apartment.

- 1.(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type Of carpet area admeasuring sq. ft. on Floor in _____ Wing in the building 'Gundecha Asta' (hereinafter referred to as "The Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures '**E**'.

- 1.(b) The Total aggregate consideration amount for the apartment is Rs._____/.-.

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

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

- (i) Amount of Rs./- (Rupees) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- (ii) Amount of Rs./- (Rupees) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- (iii) Amount of Rs./- (Rupees) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- (iv) Amount of Rs./- (Rupees) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said apartment.
- (v) Amount of Rs./- (Rupees) (not exceeding 80% of the total consideration) to

be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said apartment.

(vi) Amount of Rs./- (Rupees)
(not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

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

(viii) Balance Amount of Rs./- (Rupees)
against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of Occupancy Certificate or Completion Certificate.

- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess, GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.
- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate

specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

2(a). The Promoter do hereby agree and confirm that alongwith the said Apartment the Promoter have allotted to the Allottee _____ Puzzle / stack car parking space/spaces as per approved plan in the said building known as 'Gundecha Asta' without charging any consideration, whatsoever, in respect thereof, hereinafter referred to as "the said Puzzle / stack Car Parking Space".

2(b). The Allottee do hereby agree to accept the allotment of the said Puzzle / stack car parking space/s as above subject to the final right of the society to make any changes and/ or amendments in the said allotment. In the event of the society making any changes in or not recognizing the allotment, Allottee shall not hold Promoter liable and/ or responsible in any manner whatsoever. The said Apartment and said Puzzle

/ stack car parking space/s will be hereinafter referred to as “the said Premises”.

3. The Promoter do hereby agree that the Promoter will provide in the said Apartment the specifications and amenities as mentioned in the list of specifications and amenities hereto annexed and marked as **Annexure–F.**

“Payment Plan”

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project in phase 2 in which the Promoter would be carrying out the construction of Swimming Pool, Health Club and Parking and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. Hereto annexed and marked **Annexure ‘E’** is the tentative plan for Swimming Pool, Health Club and Parking subject to the final approval.

4. The Promoter do hereby declare that the said Apartment is shown delineated on a typical floor plan. Hereto annexed and marked **Annexure 'F'** and thereon shown surrounded by red colour boundary line. It is clarified that the amount of consideration is agreed by the parties herein only in respect of carpet area of the said Apartment which may vary as a result of tiling, marble on wall, POP, ledges, plaster, skirting, structurally etc. upto 3% of the carpet area.
- 5(a) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority Occupancy Certificate in respect of the Building.
- 5(b) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the Occupancy Certificate, 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 Promoter as provided in clause 1(c) hereinabove.
6. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to

the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Maharashtra Real Estate (Regulation and Development)(Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (hereinafter referred to as the 'said Rule'), on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the said Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

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

within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages which would be first installment paid by the Allottee or any other amount which may be payable to Promoter) within a period of thirty days of the termination.

8. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of20___. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may be mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) War, Civil Commotion or act of God.

- (ii) Any notice, order, rule, notification of the Government and / or other public or competent authority / court.
- (iii) labour troubles or any litigation or any objection of the Municipal or other authorities, not receiving further Commencement Certificate or Occupation Certificate or for any reason or circumstances whatsoever beyond the control of the Promoter and in such event the time for completion of the Building and delivery of the possession of the said Apartment / Puzzle / stack car parking space shall be automatically extended for such further time as the Promoter may determine. Under any circumstances the Allottee shall not be entitled to claim any damages whatsoever on account of delay in giving possession of the said Apartment / Puzzle / stack car parking space.
- (iv) Non availability of Construction material like steel, sand, cement, lift, electricity connection from concerned authorities etc. or any other related construction material.
- (v) Delay on part of government/sanctioning authorities in issuing further commencement certificate, approvals or change in policies.

9. **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be

taken within 15 (fifteen) days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project. It is however agreed by the Allottee that all the outgoings and also the proportional amount of municipal taxes in respect of the said Apartment shall be payable by the Allottee from the date of issuance of Occupation Certificate.

10. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:
11. In the event of the Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project in phase 2 and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

12. The Allottee do hereby agree and undertake to pay each and every aforesaid installment within 7 days from the receipt of written intimation as above from the Promoter without committing any delay and/or default. The Allottee do hereby agree that the Allottee shall make the payment of the installments of the purchase price as mentioned above without committing any delay or default. It is agreed by the Allottee that if the Allottee commit any delay or default in making payment of any of the installment on its due date to the Promoter under this Agreement (including his/her/their proportionate share of taxes levies etc. to the concerned local authorities and other outgoings) (time being of the essence of this presents) as also if the Allottee commit any breach of any of the terms and conditions herein contained, in that case the Promoter shall be entitled to terminate this Agreement.
13. It is however agreed that the Power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee fifteen (15) days prior notice in writing of their intention to terminate this Agreement and on pointing out 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 15 days period after the receipt of such notice.

14. The Allotee agree/s that despite the Promoter pointing out such breach/s, if the Allotee still fail and/or neglect to pay the defaulted amount of installment alongwith interest thereon, payable at the rate as mentioned in the said Rules of RERA Act per annum from the due date of payment of installments till payments and realisation thereof in that event these presents will stand automatically cancelled and/or terminated and thereafter, the Promoter shall refund to the Allotee amount as calculated and mentioned in Clause 4.2 hereinabove and thereafter these presents shall stand automatically cancelled without being required to execute any further documents / writings for cancellation thereof and thereafter the Promoter shall intimate to the Sub-Registrar of Assurances at _____, about the cancellation of this Agreement, without any further reference and/or notice to the Allotee.

15. The Allotee further agree/s that thereupon the Promoter shall be at liberty to sell, transfer and dispose of the said Apartment to any prospective buyer of the choice of the Promoter for such consideration and upon such terms and conditions as the Promoter may deem fit, proper and necessary without having any reference of whatsoever nature to the Allotee and while doing so if the Promoter sustain any losses in that event at the exclusive option of the Promoter the Promoter shall be entitled to initiate such of the proceedings as the Promoter might be advised in the matter against the Allotee for recovery of the losses that might be sustained by the Promoter on account of the

Allottee compelling the Promoter to terminate these presents as mentioned above.

16. The Promoter shall, within three months from completion of the entire project, cause to be transferred to the Society to be formed, all the right, title and the interest of the Promoter of the land beneath the said structure of the Building in which the said Apartment is situated.

The Promoter shall within 3 months after the completion of the amenities will cause to transfer all the right, title and interest of the Promoter in amenities to the Society formed of the allottees.

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

- (i) Rs. for share money, application entrance fee of the Society.
- (ii) Rs. for formation and registration of the Society.
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society
- (iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society.
- (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Rs. for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter in connection with formation of the

said Society and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

18. In addition to the purchase price and/or consideration agreed to be paid by the Allottee to the Promoter, as herein provided, the Allottee shall from time to time make the payment of the deposits as mentioned hereinabove. The Allottee agree/s that the Allottee shall make the payment of the said deposit/s within a period of one week from the receipt of written demand from the Promoter, without committing any delay and/or default and/or without raising any objections whatsoever.
19. The Allottee shall maintain at his/her/their own costs the Apartment/ Puzzle / stack car parking space agreed to be acquired by him/her/them in the same good tenantable condition, state and order in which it is delivered to him/her/them and shall not do and cause to be done anything in or to the said building, Apartment, staircase and common passage(in which the Apartment is situated), which may be against the rules and shall abide by all the bye-laws, rules and regulations or change / alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required of the Government, M.C.G.M., Reliance Undertaking, and all other authorities and local bodies and shall attend, answer and be responsible for compliance with the same.

20. The Allotee shall use the Apartment or any part thereof or permit the same to be used only for purpose of as may be permitted by the M.C.G.M. /Any Statutory Authority and/or the said Society. The Allotee shall use the parking space allotted to him/her/them only for purpose of keeping or parking the Allotee's own vehicle at their own risk.
21. The Allotee /s shall not let, sublet, sale, transfer, convey, assign, mortgage, charge and/or in any way encumber, or deal with or dispose off or part with his/her/their interest, possession or the benefit of this Agreement in the said Apartment or assign, under let or part with his/her/their interest under or the benefit of this Agreement/s or any part thereof until all the dues payable by him/her/them to the Promoter under this Agreement are fully paid up and only if the Allotee is not guilty of breach of non/observance of any of the terms and conditions of this Agreement and until the Allotee obtain prior written consent from the Promoter and/or Society. In the event of any such permitted transfer or assignment the Allotee shall pay to the Promoter and/or the said Co-operative Society a transfer fee and/or damages, if any, before the Promoter /Society grant any such permission. Even after the formation of the Society and transfer of the property to the Society the bye-laws of the Society shall provide that no member shall transfer, let out or encumber his Apartment/Puzzle / stack car parking space or give it on leave and license basis or part with the possession of the same without the previous consent in writing of the Society.

22. The Allottee shall observe and perform all the bye/laws and/or rules and regulations of the proposed Co-operative Society on registration may adopt and the additions and alterations as amended thereof for protection and maintenance of the said building and Apartments therein and for the observance and carrying out the building's rules and regulations and the bye-laws for the time being of the M.C.G.M. and other local authorities and Government or other public body.
23. The Allottee agree/s and bind himself/herself/ themselves to pay his/her/their proportionate share as may be determined by the Promoter of all outgoings in respect of the properties, including all Government rates, taxes and charges and Collector/s Bills, Electricity and Water Deposits, insurances, common lights, watchman and sweeper's wages, sanitation, additions and alterations, oil painting, colour washing, repairs etc. more specifically mentioned in the **Schedule** hereunder written and all other outgoings and expenses of and incidental to the management and maintenance of the properties. The Allottee shall indemnify and keep indemnified the Promoter against the payment of all taxes and other payments and expenses. If on account of failure on part of the Allottee of any other Apartment to pay such proportionate share and if the said authorities concerned take any action for the recovery of the same, the Promoter shall not be liable or responsible for any loss or damages which may be suffered by the Allottee and/or Society on account of the said action.

24. The Allotee shall not carry out any internal additions, alterations or changes without the prior written consent of the Promoter during the defect liability period of 5 years from the date of Occupation Certificate of the apartment and if any such alterations, additions or changes are being carried out by the Allotee herein or other Allotee of the Apartment then in such case the Promoter herein shall be released and discharged from the obligation to rectify or repair the said structural defect.
25. The Allotee shall not be entitled to claim a partition of his/her/their share in the said property and/or the said building and the same shall always remain undivided and impartable.
26. The Allotee shall from time to time sign all applications, papers and documents and do all acts, deeds, and things as the Promoter or the Office bearers of the proposed Co-operative Society may require in safe guarding the interest of the Promoter and/or the Allotee in the said building.
27. The Allotee shall observe and perform all the stipulations and conditions laid down by such Co-operative Society as the case may be regarding the occupation and use of the building and/or Puzzle / stack car parking space and shall pay and contribute regularly towards the taxes, ground rent and/or expenses or other outgoings in accordance with the terms and conditions of this Agreement.

28. So long as each Apartment in the said building is not separately assessed for taxes and water rates by the M.C.G.M., the Allotee shall pay proportionate share of the water taxes and other taxes assessed on the whole building by the M.C.G.M. PROVIDED HOWEVER that if any special taxes and/or rates are demanded by M.C.G.M. or any other authority by reason of any permitted use, the Allotee alone shall bear and pay such special taxes and rates. As from the date of delivery of possession of the Apartment, the Allotee and other Allotees shall observe and perform all the Rules and Regulations of the M.C.G.M. and Other statutory bodies and shall indemnify and keep indemnified the Promoter against any loss or damage.
29. The Allotee hereby agrees that in the event of any amount by way of premium to the M.C.G.M. or to the State Government or betterment charges or development tax, service tax or any other tax or payment of a similar nature becoming payable by the Promoter, the same shall be reimbursed by the Allotee to the Promoter in proportion to the area of the Apartment agreed to be purchased by the Allotee and in determining such amount the decision of the Promoter shall be conclusive and binding upon the Allotee.
30. The Allotee hereby also agree to reimburse to the Promoter the amounts which may be paid by the Promoter to the Government / concerned local authority / any other public authority on Allotee's behalf.

31. The Allotee for himself/herself/themselves with intention to bind all persons into whomsoever hands the said Apartment may come, doth hereby covenant with the Promoter as follows;

(a) To maintain the said Apartment at Allotee own costs in good tenantable repair and condition from the date of possession of the said Apartment and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated against the rules, regulations or bye-laws of concerned local authority and/or Co-operative Society or change/alter or make addition in or to the said Apartment or any part thereof without written consent of the Society.

(b) Not to store in the said 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 said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircase, common passages or any other structures of the building in which the Apartment is situated, including entrance of the building in which the said Apartment is situated and in case any damage is caused to the building in which the said Apartment is situated on

account of negligence or default of the Allotee in this behalf, the Allotee shall be liable for the consequences of the breach.

- (c) To carry at his/her/their own costs all internal repairs to the said Apartment and maintain the Apartment in the same conditions, set and order in which it was delivered by the Promoter to the Allotee and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated or the said Apartment which may be against the rules and regulations and bye/laws of the concerned local authority or other public authority.
- (d) Not to demolish or caused to be demolished the said Apartment or any part thereof, nor at any time make or caused to be made any addition or alterations of whatever nature in or to the said Apartment or any part thereof, nor any alterations in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the said portion, sewers, drains, pipes in the said Apartment and 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 Apartment is situated and shall not chisel or in any other manner damage the columns, beams, walls, slab or R.C.C., Pardis or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Society. In case, on account of any alterations being carried out by the Allotee in the said Apartment, there shall be

any damage to the adjoining Apartment or to the Apartment situated below or above the said Apartment (inclusive of leakage of water and damage to the drains) the Allotee shall at his own costs and expenses repair such damage (including recurrence of such damage).

- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the building in which the said Apartment is situated.
- (g) Pay to the Promoter within 7(seven) days of demand by the Promoter, his/her/their share of security deposit demanded by concerned local authority of Government for giving water, electricity or any other service connection to the building in which the said Apartment is situated.
- (h) To bear and pay increase in local tax, water charge, insurance and such other levies, if any which are imposed by the concerned local authority and/or Government and/or other public authority.
- (i) Till a conveyance of building in which said Apartment is situated is executed the Allotee shall permit the

Promoter and their surveyors and agents with or without workmen and other, at all reasonable times, to enter into and upon the said land and building, or any part thereof to view and examine the state and conditions thereof.

- (j) In the event of the Allotee committing any act in contravention of the above provisions, the Allotee shall be responsible and liable for the consequences thereof to the concerned local authority and/or such other public authority.
- (k) The said Co-operative Society to be formed by the Allotee of the Apartment etc. in the said building, shall ensure that the provisions of this Agreement, and all other deeds, documents and writings executed, or to be executed by the Promoter with the Allotee herein and all other Allotee of the Apartment etc. in the said building are duly punctually and fully implemented, fulfilled and carried into effect by it, by passing appropriate resolutions for that purpose and the said Society shall be bound and liable to ratify, confirm and adopt the same. upon the formation and registration of the said Society it shall together with the Allotee herein, and all the other Allotee of all the Apartments etc. in the said building be bound by and liable for any lien, charge, claim and/or demand which the Promoter may have in respect of the said Apartment hereby agreed to be purchased in the said building.

32. **Failure of Allottee to take Possession of Apartment:**

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

33. The Allottee along with other Allottee(s) of Apartments in the building shall join in forming and registering the Society which would be formed once the Promoter books 51% of the sale Apartments to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and / or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No Objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, , as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority.

34. The Promoter shall, within three months from the receipt of the occupation certificate, cause to be executed the conveyance of the said property in favour of the Society all the rights, title and the interest of the Promoter in the said structure of the Building in which the said Apartment is situated. Provided all the allottees fully cooperate with the Promoter by executing necessary documents in respect to the same.
35. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building namely local taxes, betterment charges or such other levies by the concerned local authority and / or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building. Until the Society is formed and the said structure of the building is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs./- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building is executed in favour of the society as aforesaid. On such conveyance being executed for the

structure of the building in favour of the society as aforesaid.
The aforesaid deposit (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society, as the case may be.

36. At the time of registration of Conveyance of the structure of the building of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document or instrument of transfer in respect of the structure of the said Building.
37. The Allottee agree/s that if the Promoter need to lay any air conditioner ducting line, electricity cable and/or any other cable for telephone, television or any other services from the walls of the said Apartment/ Puzzle / stack car parking space to any other Apartment/ Puzzle / stack car parking space in that event the Allottee will allow the Promoter to do so, without raising any objection of whatsoever nature for the same.
38. The Allottee agree/s to sign and deliver to the Promoter before taking possession of the said Apartment/ Puzzle / stack car parking space and also thereafter all writings and papers as may be reasonably necessary and required by the Promoter including possession letter, electric meter, transfer forms and other papers, necessary and expedient for formation and registration of the Co-operative Society as mentioned hereinafter.

39. Until the said property is transferred or conveyed by the Promoter to the Cooperative Society by execution of a document of transfer as hereinafter provided and/or possession of the said property is delivered by the Promoter to the Co-operative Society, and intimation of the same is received by the Allottee from the Promoter, the Allottee shall be bound and liable to pay to the Promoter regularly and punctually all contribution and other amounts to be paid by the Allottee. The Allottee shall not withhold any such payment to the Promoters. However, if the Promoter in their absolute discretion so desire they shall be entitled to entrust the Management of the said property to the said Co-operative Society or to the ad-hoc Committee for looking after disbursement of contribution from the Allottees of Apartment in the said Building towards payment of outgoings and expenses referred to herein, then in such event the Promoter shall not be under any obligations or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment thereof or for any matter concerning maintenance or management of the said property and all responsibilities in that behalf shall be of the said Co-operative Society or the ad-hoc committee of the Allottees as the case may be. In the event of the management being entrusted as provided hereinabove, the rights shall be to manage the said building and to pay the outgoings to the authorities concerned and the same shall not affect the rights of the Promoter provided under this Agreement, nor

such act on the part of the Promoter shall be deemed to be a waiver of the rights of the Promoter under this Agreement.

40. Nothing contained in these presents shall be construed to confer upon the Allotee any right, title or interest of any kind whatsoever in to or over the said property or the Building or any part thereof. Such conferment shall take place only upon the execution of Conveyance in favour of a Co-operative Society to be formed by the Allotees of different Apartment in the said building as hereinafter stated.
41. The Promoter declare that the general or common facilities will remain and continue to remain under the control and possession of the Promoter and the Promoter shall be entitled to charge on account of such amount or amounts as may be decided by the Promoter from time to time of the said common areas, facilities to the Allotee as and by way of maintenance and upkeep charges in respect thereof till the time conveyance of the entire property in favour of the co-operative society is executed by the Promoter.
42. The Allotee 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 Apartment / puzzle / stack Car Parking Space or any part thereof for the purpose of making, repairing, maintaining, rebuilding, cleaning, lighting and keep in order and good condition services, drains, pipes, cables, water connection, electric connections, wires, part structures, and other conveniences

belonging to serving or used for the said building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and for similar purpose and also for the purpose of cutting off the supply of water to the Apartment or the building in respect whereof the Allotee or the occupier of any Apartment as the case may be shall be in default in paying his/her/their share of the water charges and maintenance bill issued by the Promoter to the said Society as the case may be.

43. All refundable deposits will belong to the Promoter and that the Promoter will be entitled to receive the said amount from the authorities of M.C.G.M., MHADA, RELIANCE or any other authority as may be necessary for the Allotee in his/her/their individual capacity as well as in his/her/their capacity as the member of the proposed society as herein mentioned shall have no objection of whatsoever nature in respect thereof.

44. The Allotee in his/her/their individual capacity as also in his/her/their capacity as member of the co-operative society that may be formed and registered do hereby agree that the unsold Apartments in the development of the said property shall belong and continue to belong to the Promoter prior to the execution of Conveyance in favour of the Co-operative society and even after the execution of the said Conveyance as herein mentioned the Promoter may if they so desire become member/s of the said society in respect thereof

and the Promoter shall have full right, absolute power and authority and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as they may in their sole and absolute discretion deem fit and proper to any person or party of their choice and that as and when the Promoter succeed to sell, transfer and dispose of the said unsold Apartments to the prospective buyers thereof neither the Allottee herein nor the said Co-op Hsg.Society shall object to or dispute the same. On the Promoter intimating to the said Society the name or names of the Allottee of such unsold Apartment, the said society body shall be duty bound to transfer the same in the name of the said prospective Allottee and shall forthwith accept and admit such Allottee as their member/s and share holder/s. Upon the said prospective Allottee paying to the said society the sum of **Rs.**_____/ - as share money and a sum of **Rs.**_____/ - by each member as entrance fee, the society shall without raising any dispute or objection forthwith issue share certificate/s and other necessary documents in favour of the prospective Allottee without demanding any transfer charges or any further fees, donation and/or any additional costs etc. of whatsoever nature in respect thereof.

45. In the event of non-observance or non-performance of any of the provisions of this Agreement on the part of the Allottee, this Agreement shall at the option of the Promoter come to an end and all rights of the Allottee in respect of the said Apartment and the said money shall extinguish and come to

an end and the Allottee shall not be entitled to take any objection or proceedings or make any claim in respect thereof.

46. The Allottee do hereby agree that the Promoter have clarified to the Allottee that till the time the Promoter succeed to sell, transfer and dispose of the Apartments, in the development of the said property all the said Apartments will be treated as unsold Apartments and that the Promoter will not be held liable and/or responsible for payment of revenue assessment, society maintenance charges or any other outgoings in respect of the said unsold Apartment except municipal taxes.

47. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project.
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite

approvals from time to time to complete the development of the project;

- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of Law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building 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 things, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- vii. The Promoter has not entered into any agreement for sale and / or development agreement or any other agreement / arrangement with any person or party

with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the right of the Allottee under this Agreement.

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and / or the Project except those disclosed in the title report.

48. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or towards the outgoings and shall utilize the amounts only for the purpose for which they have been received.

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

50. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who had taken or agreed to take such Apartment. Provided however the Allottee can secure a loan by mortgaging the said Apartment with the Bank or Financial Institution only with the knowledge and written consent of the Promoter.

51. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and / or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall service 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.

52. 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.

53. RIGHT TO AMEND

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

54. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES.

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

55. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of 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.

56. METHODS OF CALCULATING 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 Apartment to the total carpet area of all the Apartments in the Project.

57. 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 specially 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.

58. PLACE OF EXECUTION

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

59. The Allottee 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.

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

_____ Name of Allottee

_____ (Allottee's Address)

Notified Email ID: _____

M/s. _____ Promoter Name

_____ (Promoter Address)

Notified Email ID: _____

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

61. JOINT ALLOTTEES

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

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

63. DISPUTE RESOLUTION :-

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be referred for mediation to the redressal cell which would be constituted by Maharashtra Chamber of Housing Industry (MCHI).

64. ARBITRATION :

In the event any such dispute is not resolved even after mediation of MCHI the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Mumbai, by a sole arbitrator who shall be appointed by the Promoter. The Allottee hereby confirms that he/she /it shall have no objection to such appointment. The Courts at Mumbai alone shall have the jurisdiction in all matters arising out of / touching and/or concerning this Agreement regardless of the place of execution of this Agreement which is deemed to be at Mumbai.

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

66. 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 has 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.

SIGNED AND DELIVERED BY THE WITHIN NAME

Allottee ; (including joint buyers)

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

(1) _____

(2) _____

At _____ on _____

In the presence of WITNESSESS:

1. Name _____

Signature

2. Name _____

Signature

SIGNED AND DELIVERED BY THE WITHIN NAME

Promoter

(1) _____

Please affix
photograph
and sign
across the
photograph

(Authorized Signatory) WITNESSES:

Name _____

Signature _____

Name _____

Signature _____

DRAFT

THE FIRST SCHEDULE ABOVE REFERRED TO

PART 'A'

ALL THAT piece or parcel of land admeasuring 5028.71 sq. mtrs. and 3114.10 sq. mtrs. or thereabout together with building standing thereon situated, lying and being at Kurla-Andheri Road, Sakinaka, Andheri (E), Mumbai bearing C.T.S. No. 687/B and 662/1 of Village Mohili, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and in the District of Mumbai Suburban and delineated on the plan hereto annexed as **Annexure "I"** and thereon shown surrounded by red colour boundary line. ie the said larger Property.

Part 'B'

ALL THAT piece or parcel of land admeasuring 3114.10 sq. mtrs. or thereabout together with building Gundecha Montego standing thereon situated, lying and being at Kurla-Andheri Road, Sakinaka, Andheri (E), Mumbai bearing C.T.S. No. 662/1 of Village Mohili, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and in the District of Mumbai Suburban and delineated on the plan hereto annexed as **Annexure "I"** and thereon shown surrounded by red colour boundary line

On or towards the East by : CTS No. Vihar Pipeline

On or towards the West by : C.T.S.No. Nallah

On or towards the North by : CTS 674/675

On or towards the South by : C.T.S.No. 662/2

Part 'C'

ALL THAT piece or parcel of land admeasuring 5028.71 sq. mtrs. or thereabout together with building Gundecha Asta standing thereon situated, lying and being at Kurla-Andheri Road, Sakinaka, Andheri (E), Mumbai bearing C.T.S. No. 687/B of Village Mohili, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and in the District of Mumbai Suburban and delineated on the plan hereto annexed as **Annexure "I"** and thereon shown surrounded by red colour boundary line ie the said Project land.

On or towards the East by : CTS No. 686

On or towards the West by : C.T.S.No. 688

On or towards the North by : Private Road.

On or towards the South by : C.T.S.No. 679/1

PART 'D'

Apartment bearing number _____ on the _____ floor in _____ Wing admeasuring _____ sq.ft. carpet in the Building called 'GUNDECHA ASTA'.

THE SECONDSCHEDULE ABOVE REFERRED TO

Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

FLOOR PLAN OF THE APARTMENT (from Mankar)

ANNEXURE - A (Copy of Chitnis Vaithay Certificate)

Name of the Attorney at Law / Advocate.

Address:

Date:

No.

RE.:

TITLE REPORT

Details of the Title Report

The Schedule Above Referred to

(Description of property)

Place:

Dated day of 20.....

Signed

Signature of Attorney – at – Law /

Advocate

ANNEXURE B

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

ANNEXURE – C-1

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

ANNEXURE – C-2

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

ANNEXURE – D

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

ANNEXURE – E

(Specification and amenities for the Apartment). (fromMankar)

ANNEXURE – F (copy once we register)

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

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

I say received

The Promoter/s.

DATED THIS DAY OF 2017

_____ PROMOTER

AND

SHRI/SMT/M/S_____ALLOTTEE

**AGREEMENT FOR SALE AND
ALLOTMENT OF APARTMENT No. ____
SITUATED ON _____ FLOOR IN _____
WING ALONGWITH PUZZLE / STACK
CARPARKING No. _____ IN THE
BUILDING NAMED AS “GUNDECHA
ASTA”**

M/s. CHITNIS VAITHY & Co.,
Advocates & Solicitors,
410/11, Gundecha Chambers,
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