

Proforma of Allotment Letter

Date: _____

To,
Mr. _____,
Mrs. _____,

**Sub: Allotment of Flat No. on the Floor of Residential
Project known as "BISMILLAH RESIDENCY"
situated at _____, Mumbai - ____.**

Dear Sir / Madam,

1. We are developing a Residential Project "**BISMILLAH RESIDENCY**" duly registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing registration no .
2. We hereby agree to allot you on ownership basis Flat No..... on the ____ Floor in the residential building named "**BISMILLAH RESIDENCY**" having RERA carpet area admeasuring Square Meters (hereinafter referred to as the said "**Flat**") for the consideration of Rs./- (Rupees only) and we hereby

earmark () open/covered Car Parking Space, in any arrangement in the said building on the terms and conditions as contained in the proforma Agreement for Sale attached herewith.

3. You have paid us, interest free amount of Rs. _____ /- (Rupees _____ only) (not less than 5% of the total consideration) as application fee and you shall pay to us the balance amount of Rs. _____ /- (Rupees _____ only) as per the Payment Schedule recorded in "Agreement for Sale".
4. On receipt of 10% of the total consideration we have to compulsorily execute and register "Agreement for Sale" immediately. Kindly also note that if 10% of the total consideration is not received within 30 days, then 5% of the Agreement Value is mutually agreed to be liquidated damages will be deducted from payment made by you and balance amount, if any will be refunded to you without any interest.
5. You hereby agree and undertake to be bound by and perform all the obligations and the terms and conditions contained in the

proforma Agreement for sale, including timely payment of amounts stated thereunder.

6. You are requested to sign in confirmation of accepting the terms as mentioned in proforma "Agreement for Sale" by subscribing your signature on this letter and copy of this letter.

Yours sincerely,

For **Nirban Infrastructure Private Limited**

Director

First Allottee

Second Allottee

THIS AGREEMENT FOR SALE is made at Mumbai this ____ day of _____, 2017, **BETWEEN NIRBAN INFRASTRUCTURE PRIVATE LIMITED**, incorporated under the provisions of the Companies Act,1956 having its registered office address at 10, Ganeshwadi, M. J. Market, Zaveri Bazar, Mumbai- 400002, through its Director Mr. Mohammed Akram Husain Nirban, hereinafter referred to as **THE “PROMOTER”** (which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include their successors and assigns) of the **ONE PART**;

AND

(1) _____ and (2) _____
_____ both of Mumbai, Indian Inhabitant/s
residing _____ at _____

_____, Mumbai 400 0____, hereinafter referred to as “**THE PURCHASER/S**”
(which expression shall unless it be repugnant to the context or meaning
thereof shall be deemed to mean and include his/her/their, heir/s, executor/s,
administrator/s and assign) of the **OTHER PART**;

OR

_____, a Company incorporated under
the provision of the Companies Act, 1956 having its registered office at
_____, hereinafter referred to as
“**THE PURCHASER/S**” (which expression shall unless it be repugnant to the
context or meaning thereof shall be deemed to mean and include its
successor and permitted assigns) of the **OTHER PART**;

OR

_____ a partnership firm registered under the
Indian Partnership Act, 1932 having its Registered Office at
_____, hereinafter referred to
“**THE PURCHASER/S**” (which expression shall, unless it be repugnant to the
context or meaning thereof shall be deemed to mean and include its partners
for the time being, their successors and the last surviving partner) of the
OTHER PART.

OR

M/S. _____ **LLP**, a Limited Liability Partnership formed under the
provisions of the Limited Liability Partnership Act, 2008 bearing **LLPIN**:
_____ and **PAN**: _____, having its registered office at
_____, hereinafter referred to as “**THE PURCHASERS**” (which
expression shall unless it be repugnant to the context or meaning thereof be
deemed to mean and include the partners or partner for the time being
constituting the said firm and the survivors or survivor of each of them and
the heirs, executors and administrators of the last such survivor and
his/her/their permitted assigns) of the **OTHER PART**;

;

The Promoter and the Purchasers shall individually be known as the Party and collectively as the Parties.

WHEREAS:-

- A. By a Deed of Conveyance dated 5th September, 2011, executed by and between 1) Mr. Taizun Sulemanji Arsiwalla, 2) Mr. ShabbirSulemanjiArsiwalla and 3) Mr. IqbalSulemanjiArsiwala, therein referred to as the Vendors of the One Part and Nirban Infrastructure Private Limited the Promoter herein therein referred to as the Purchaser of the Other Part, registered with the office of the Sub-Registrar of Assurances at Mumbai under Sr. No.BBE-1/07706/2011 dated 6th August, 2011, the Vendors therein did thereby sell, transfer and convey the property being ALL THAT piece or parcel of the land admeasuring 607 square yards i.e. 507.53 sq. mtrs or thereabouts at Parel Road on the East and Shaikh Buran Gamrodi Street on the West, in the Registration District and Sub District of Bombay and registered in the books of the Collector of Land Revenue under Collectors New Nos. 8771 and 8772 and New Survey Nos. 3711 and 3712 and Cadastral Survey No.1330 of Byculla Division and assessed by the Assessor and Collector of Municipal Rates and Taxes under E Ward Nos. 2252-53 and 44 and Street Nos. 518, 520, 522 and 113 and more particularly described in the schedule thereunder written, to the Purchaser therein, being the Promoter herein for the consideration and upon the terms and conditions as more particularly setout therein, which is more particularly described in the First Schedule hereunder written.
- B. By a Deed of Conveyance dated 30th December, 2011, executed by and between 1) Mr. Shamoona Asgarali Karachiwala and 2) Mr.

QureshAsgaraliKarachiwala, therein referred to as the Vendors of the One Part and Nirban Infrastructure Private Limited the Promoter herein therein referred to as the Purchaser of the Other Part, registered with the office of the Sub-Registrar of Assurances at Mumbai under Sr. No.BBE-1/00864/2012 dated 30th January, 2012, the Vendors therein did thereby sell, transfer and convey the property being ALL THAT piece or parcel of the land or ground with messuage tenements or dwelling house standing thereon situate, lying and being in the Registration Sub District and District of Bombay City registered by the Collector of Land Revenue under Old No.1647, 1675, 1678 and 1679, New No. 8773, Old Survey No.3710 and Cadastral Survey No.1329 of Byculla Division and assessed by the Assessor and Collector of Assessment under "E" Ward No.2254 and Street No.514-516 Victoria Garden Road and "E" Ward No.45, Street No.101-107, ShaikhBurhanKamruddin Street and containing by admeasurement 447 1/3rd square yards (i.e. 327.76 sq.mtrs.) according to the Collector's Bill together with fully tenanted building standing thereon as "Asgar Mansion", consisting of ground plus 3 upper floors and adjoining structure known as Misa Garage and more particularly described in the schedule thereunder written, being the Second Schedule hereunder written to the Purchaser therein, being the Promoter herein for the consideration and upon the terms and conditions as more particularly setout therein.

- C. By virtue of the aforesaid Agreements the Promoter herein have become absolute owner of the properties more particularly described in the First and Second Schedule hereunder written (the Property described in the First Schedule hereunder written and the Property

described in the Second Schedule hereunder written are collectively referred to as the said Property) and entitled to redevelop the said Property by demolishing existing buildings standing thereon and constructing new building/s thereon.

- D. The Promoter herein is redeveloping the said Property more particularly described in the First and Second Schedule hereunder written, under Regulation 33(7) of D.C. Regulations, 1991 and/or such other scheme/s of redevelopment.
- E. The Maharashtra Housing Area Development Authority (hereinafter referred to as "MHADA") vide its letter dated 22nd November, 2012 bearing No. R/NOC/F-2072/6290/MBRRB-12 granted its NO OBJECTION Certificate for redevelopment of the said property more particularly described in the First and Second Schedule hereunder written on the terms and conditions as more particularly mentioned therein.
- F. Municipal Corporation of Greater Mumbai (MCGM) had issued Intimation of Disapproval bearing No. E.B./6390/E/A dated 17th October, 2013 and sanctioned the plan for construction of a building;
- G. Municipal Corporation of Greater Mumbai (MCGM) had also issued Commencement Certificate bearing No.EEBPC/6390/E/A dated 16th January, 2014.
- H. Municipal Corporation of Greater Mumbai (MCGM) had issued Revised Intimation of Disapproval bearing No. EB/6390/E/A dated 12th August, 2014 and sanctioned the plan for construction on the said Property;

- I. The Promoter herein represents that the Promoter proposed to amalgamate the said Property described in the First and Second Schedule hereunder written with the adjoining property/s by making necessary application to the Competent Authority.
- J. The Promoter represents that the construction of the building is in accordance with all the approvals, sanctions permissions and shall obtain further approvals, sanctions and permission as may require in respect of Residential Building to be known as “Bismillah Residency”. The copies of I.O.D. and Work Commencement Certificate referred hereinabove are annexed hereto and marked as **Annexures "I" and "II"** respectively;
- K. The Promoter has negotiated with the Tenants/Occupants occupying their respective premises on the said property described in the Second Schedule hereunder written and got the same vacated by paying them displacement compensation at the agreed rate to enable them to procure temporary alternate accommodation till the time new building is constructed and completed in all respects.
- L. Pursuant to various permission granted by the Concerned Authority, the Promoter is constructing a multi storey building known as BismillahResidency, which includes flats and shops/offices and/or such buildings as per the layout plan and buildings plans sanctioned by the Municipal Corporation of Greater Mumbai (“**MCGM**”), which have been seen and approved by the Purchaser/s with only such modifications as the Promoter may consider necessary or as may be required by the MCGM or such concerned local authority on the said Property in accordance with the said sanctioned plans and shall sell the premises

therein for residential use on the ownership basis or such other basis as the Promoter may in its absolute discretion deem fit and proper.

- M. The title of the Promoter herein as to the said Property is certified by M/s. Diamondwala & Co, Advocates and Solicitor, as per their Certificate of Title dated 27th March, 2015, a copy whereof is annexed hereto and marked **Annexure "III"**.
- N. The said Property described in the First and Second Schedule hereunder written stands in the name of the Promoter in the Revenue Record/Municipal Record/City Survey Record as reflected in the copy of the Property Cards collectively annexed hereto as **Annexure "IV"**.
- O. The Purchaser/s has/have seen the said Property prior to the execution of this Agreement. The Purchaser/s has/have demanded from the Promoter and the Promoters have given inspection to the Purchaser/s of all the documents of title relating to the said Property including copy of title certificate issued by M/s. Diamondwala & Co, Advocates and Solicitor of Promoter, Property Register Card, Relevant Orders, Approved Plans, IOD, CC, designs and specifications prepared by the Promoter/s Architects and all other documents as specified under RERA.
- P. The Promoter has informed to the Purchaser/s and the Purchaser/s is/are aware that the Promoter will redevelop the said Property by constructing building/s partly to be used for residential purpose and partly for the commercial purpose as set out in recital "L" hereinabove as per the sanctioned plans, with such modifications thereto as the Promoter may from time to time determine and as may be approved by

the concerned local bodies and authorities. The schedule of the said redevelopment will also be determined by the Promoter at its own discretion.

- Q. The Promoter has entered into a standard Agreement with the Architects for preparing the plan/s of the said Building/s and Agreement with the Contractor and RCC consultant for carrying out construction of the said Building/s.
- R. The said building being “Bismillah Residency” constructed by the Promoter on the said Property more particularly described in the First and Second Schedule hereunder written shall be of the following description

Commercial

Ground and 1 upper floor to be used for the commercial purpose.

Residential

2nd to 7th Floor shall be used for the purpose of Car parking's, Service floor, and Amenities and 8th Floor to 22nd Floor shall be used for residential premises. There shall be refuge areas on the 8th and 15th floor as per the N.O.C. from C.F.O. There shall be 3 lifts for the user of Commercial/Residential premises of the said Property.

- S. The Promoter has entered into and/or shall enter into such Agreement with other person/s and/or parties in respect of the sale of Premises, car parking spaces etc. in the said Building/s.

- T. The Purchaser/s has full knowledge of the details and documents specified hereinabove and of the terms and conditions respectively contained in the documents recited herein and the Promoter has made full disclosure to the Purchaser/s as per law. The Purchaser/s is aware of the fact that the development of the said building shall be in accordance with the plans approved/to be approved by MCGM from time to time and is subject to change and/or modifications, as desired by the Promoter and/or as may be approved by MCGM. The Promoter shall be entitled to amend the said layout or shift the location of the building in the manner they desire proper and the Purchaser/s shall not object to the same and do hereby give his/her/their consent for such amendment and also waive notice for such amendments and/or addition and/or alteration in sanctioned plan and layout plan, so long as it does not affect the area agreed to be purchased by the Purchaser/s. The consent given under these presents shall be construed as the consent under RERA.
- U. The Purchaser/s is/are aware that the saleable area in the Project is mortgaged to Bank of India as Security by the Promoter and the mortgage charge of the said Bank on the said Flat which constitute part of the saleable area and intended to be sold to the Purchaser/s under these presents shall be released by Bank of India as per the sanction letter dated 08-04-2015 ref no 'PRS: ADV:PMD:15-16'.
- V. The Parties hereto are desirous of recording the terms and conditions on which the Promoter has agreed to sell the Premises in the said building known as "Bismillah Residency" to the Purchaser/s in the manner hereinafter appearing.

- W. The Promoters are in the process of registering the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 vide MahaRERA registration no. _____;
- X. Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat with the Purchaser/s, being these presents for the sale of the Flat in the proposed Building and also to register the said Agreement under the Registration Act, 1908.

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

1. The recitals hereinabove shall form an integral and operative part of this Agreement as if the same were incorporated herein verbatim and to be interpreted and construed and read accordingly.
2. The Promoter is developing the said Property more particularly described in the First and Second Schedule hereunder written.
3. The Promoter herein is constructing on the said Property a multi storey building partly to be used for Residential premises and partly to be used for Commercial premises consisting of, ground and 1 upper floor to be used for commercial purpose and, 2nd to 7th Floor shall be used for the purpose of Car parkings, Service floor, and Amenities and 8th Floor to 22nd Floor shall be used for residential premises, as per plans sanctioned by MCGM under Intimation of Disapproval bearing No. E.B./6390/E/A dated 17th October, 2013 and revised Intimation of Disapproval bearing No. EB/6390/E/A dated 12th August, 2014 and Commencement Certificate, bearing No.EEBPC/6390/E/A dated 16th January, 2014, copies of which are annexed hereto and marked Annexure I

and II respectively. The Purchaser/s further confirm/s that the copies annexed hereto are the true copies of the I.O.D., and Commencement Certificate inspected by the Purchaser/s.

4. The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell and allot to the Purchaser a Flat No. ____ admeasuring _____ square meters carpet area on _____ floor and as shown on the currently approved typical Floor Plan of the said Flat, which is annexed hereto as Annexure “_____” (the “**Flat**”) in the building known as “BISMILLAH RESIDENCY” and more particularly described **in the Third Schedule** hereunder written, for the sale consideration aggregating to a sum of **Rs. _____ /- (Rupees _____ Only)** for one flat and _____ car parking (“**Consideration**”) (subject to tax deducted at source) including the proportionate price of the common areas and facilities appurtenant to the said Flat, the nature, extent and description of common areas and facilities, which are more particularly described in the **Third Schedule** hereunder written. The Promoter, as incidental to the purchase of the said Flat by the Purchaser, agrees to allot to the Purchaser, ____ number of car parking space/s admeasuring _____ sq. mt. built-up. However, the Purchaser will be bound to abide with the rules and regulations as may be framed in regard to the aforesaid Car Parking Space/s by the Promoter and/or the society/association to be formed by them and shall pay such outgoings in respect of the said Car Parking Space/s as may be levied by the society/association to be formed by them.

4.1 The Purchaser hereby agrees to pay to the Promoter a total amount of Rs. _____ /- (Rupees _____ Only) being the purchase price of the said flat and the said car parking, which includes proportionate price of the common areas and facilities appurtenant to the said flat (hereinafter referred to as “the Purchase Price”). The

purchase price is exclusive of Service Tax, VAT, GST or any other cess, rate, taxes payable or levied or which may be levied hereafter on the sale of flat and all other charges including monthly contribution charges which are payable by the Purchaser/s under this Agreement or otherwise.

- 4.2 The Purchase Price shall be free of escalation other than escalation/increases, on account of escalation/increase in development charges payable to the Governmental Authorities and/or any other increase in charges which have or may be levied or imposed by any Governmental Authorities, from time to time. The Promoter shall consequently be entitled to an increase in the Purchase Price proportionate to the extent of such escalations/increases. Such additional Purchase Price shall be determined by the Promoter and shall be due and payable on or before the Date of Offer of Possession apportioned equally between the (unpaid) balance installments of the Purchase Price and payable along with the same. While raising a demand on the Purchaser/s for increase in the Purchase Price, the Promoter shall enclose the notification / order / rule /regulation published / issued providing for, or other evidence of, such escalation/increase in the Purchase Price.
- 4.3 The Purchaser/s further confirm/s that it has willingly paid the Booking Amount and other installments of the Purchase Price to the Promoter on or prior to the execution of this Agreement.
- 4.4 The Purchaser has paid to the Promoter a sum of Rs._____/-(Rupees _____ Only) on or before the execution of this Agreement being “**the Earnest Money**” (the payment and receipt whereof the Promoter hereby admit and acknowledge) being 10% of the total consideration and shall pay to the Promoter balance consideration of purchase price of Rs._____/-(Rupees _____ Only) in installment and as per the progress of the construction as mentioned hereunder:
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- 4.5 It is hereby expressly agreed that the time for payment of each of the aforesaid installments of the purchase price/ consideration amount shall be an essence of the contract. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence.
- 4.6 On the installment falling due, the Promoter shall intimate in writing to the Purchaser to make payment of such installment together with applicable service tax/GST thereon that has fallen due and the Purchaser shall without any demur or protest, make payment within **10** days of issuance of such intimation, time being of the essence. In the event such payment is not made within the prescribed period of 10 days, then on the expiry of **10** days, the Purchaser shall be liable to pay interest @18% p.a. from the date of default till payment.
- 4.7 It is clarified that the Consideration reserved herein is exclusive of all the property tax, land revenue, NA Taxes, other taxes (Municipal / State / Federal) and / or other statutory duties, Service Tax, VAT, GST/LBT (as and when and if applicable), levies, cesses, charges, deposits, premiums, duties imposed by statutory authorities, stamp duty, registration charges, building maintenance charges, common area maintenance charges, facility management fee and other amounts reserved herein, and/or other outgoings by any other name in respect of, and applicable to the said Property, Building, Flat, existing on or imposed after the date of the Purchasers Application for Allotment / Request for Allotment, whether payable now and/or in future and/or those which is/are sub-judice, including interest and penalties thereon, including those which may become enforceable retrospectively and computed as per laws/ rules/ regulations, and shall be to the account and liability of and borne and paid by the Purchaser alone, without any delay/ protest, including if such amounts are proposed to be deposited by the Promoter in Fixed Deposits, if such claims are sub-judice.
- 4.8 The Purchaser shall pay to the Promoter, the said consideration stated in clause ____ in installments. It is specifically agreed that in the event of default on the part of the Purchaser in making payment of TDS and/or producing the respective TDS Certificates for the same prior to taking

possession of the said Premises, and as specified herein, then the Purchaser shall be deemed to have not paid the TDS and hence, shall be liable to deposit with the Promoter, the amount equivalent to the amounts aggregating to the TDS deemed to be unpaid (in respect whereof, respective TDS Certificates shall not have been produced to the Promoter), without interest, on or before taking possession of the said Premises, which amount shall be refunded by the Promoter to the Purchaser on the Purchaser's producing the respective TDS Certificates

4.9 The Purchaser hereby undertake(s) to pay the amount of the Service Tax/GST and further shall not dispute or object to payment of such statutory dues. In case of delay in payment of Service Tax/GST by the Purchaser to the Promoter, the Purchaser shall be liable to pay an interest at the rate of 18% on all delayed payments from the due date till the date of payment thereof. The Promoter shall not be bound to accept the payment unless the same is paid alongwith the amount of Service Tax /GST alongwith interest applicable thereon and the Purchaser shall be deemed to have committed default in payment of amount due to the Promoter hereunder if such payment is not accompanied with the applicable Service Tax/GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Purchaser to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser shall be solely and exclusively liable to bear and pay the same and the Purchaser do and/or doth hereby agree and undertake to indemnify and keep indemnified the Promoters and its successors-in-title and assigns in respect thereof.

4.10 The Promoter are entitled to amend or vary the redevelopment scheme or layout, for optimal use of the available development potential and/or as may be required by MCGM or any other concerned authority from time to time. The Promoter have further informed the Purchaser that in the event of the layout in respect of the said Building would be

amended, there may be variation in the area of the said Premises to the extent of (\pm) 5% (Plus or Minus five percent). It is however, specifically agreed between the Promoter and the Purchaser that if the area of the said Premises would increase or decrease on account of change in layout/plans as contemplated herein, the consideration amount as specified in Clause _____ hereinabove (which is to be derived as a consequence of such increase or decrease in the area of the said Premises), shall also vary accordingly. In such an eventuality, in case there shall be reduction in the area, the said consideration shall be reduced to the extent of reduction in the area and the same shall be adjusted at the time of handing over possession of the said Premises to the Purchaser. Similarly, in case of increase in the area, the additional consideration amount, to the extent of such increase, shall be payable by the Purchaser together with the installments then remaining unpaid and in any event, prior to taking possession of the Premises.

- 4.11 Time for payment of all amounts payable by the Purchaser either as above or as contained elsewhere in this Agreement is of the essence of the contract. It is hereby expressly clarified, agreed and understood that if for any reason whatsoever the Purchaser commits any delay and/or default in payment of any of his/her/their dues, then in such event, without prejudice to the Promoter's other rights and remedies including their right to treat such delay or default as a breach of this Agreement and to cancel, revoke and terminate this Agreement as mentioned hereinafter, the Purchaser shall be liable to pay to the Promoter, interest at the rate of **18%** p.a. (eighteen percent per annum) on the amount of the installment/s, deposits, outgoings and/or other dues in arrears, for the period of the delay in payment thereof. In addition to the Purchaser's liability to pay interest as mentioned herein, the Purchaser shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, including in respect of any litigation, which may be borne, paid and/or incurred by the Promoter for the purpose of enforcing any of their claims, rights and/or benefits under this Agreement and/or for enforcing obligations, payments of and recovering from the Purchaser, any amount/s or due/s whatsoever payable by the Purchaser under this Agreement. The

Promoter shall have first and paramount charge and lien on the said Premises in respect of the amounts payable by the Purchaser to the Promoter under this Agreement.

4.12 It is clarified and the Purchaser accords [his/her/their] irrevocable consent that any payment made by the Purchaser to the Promoter hereunder shall, notwithstanding any communication to the contrary by the Purchaser, be appropriated in the manner below:

- a. Firstly, towards the Cheque Bouncing Charges in case of dishonour of any cheque issued by the Purchaser;
- b. Secondly, towards interest and/or penalty on delayed payments of taxes/statutory dues.
- c. Thirdly, towards outstanding taxes /statutory dues.
- d. Fourthly, towards costs and expenses for enforcement of this Agreement and recovery of all the amounts payable by the Purchaser as per this Agreement.
- e. Fifthly, towards interest as on date on delayed payments under this Agreement.
- f. Sixthly, towards outstanding consideration payable by the Purchaser in respect of the said Premises.
- f. Finally, towards other charges payable by the Purchaser in respect of the said Premises.

No express / implicit intimation or communication by the Purchaser, with regard to appropriation / application of the payments made to the Promoter shall be valid or binding upon the Promoter and all appropriation application of payments made to the Promoter shall only be in the manner as provided in this Clause. The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her/them 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 Purchaser undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

- 4.13 Even if the Purchaser has obtained a loan from any Bank or Financial Institution for payment of the Consideration (or part thereof) in respect of the said Premises (which requires the prior written consent of the Promoter), the Purchaser shall be solely responsible and liable to ensure timely payment of the Consideration (or part thereof) and all other amounts payable under this Agreement to the Promoters, as and when due, even if the loan or part thereof is not disbursed by the Bank / Financial Institution for any reason whatsoever.
- 4.14 The Purchaser further agrees that the Promoter shall not in any way be liable or responsible for the repayment of the Loan taken by the Purchaser. All costs in connection with the procurement of the Loan and creation of a mortgage over the said Flat and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Promoter shall have a lien on the Flat to which the Purchaser has no objection and hereby waives his/her/their right to raise any objection in that regard.
- 4.15 The Purchaser hereby expressly agrees that so long as the Loan and the total consideration remains unpaid / outstanding, the Purchaser subject to the terms hereof, shall not sell, transfer, let out and / or deal with the Flat in any manner whatsoever without obtaining prior written permission of the Promoter and / or the relevant banks / financial institutions which have advanced the Loan. The Promoter shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organization about the lien / charge of such banks / financial institutions and the Promoter shall not be liable or responsible for the same in any manner whatsoever.

- 4.16 The Purchaser indemnifies and hereby agrees to keep indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that any bank / financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the Loan.
- 4.17 The Purchaser declares and confirms that in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by both and all the Purchaser shall be treated as one single person / entity for the purpose of this Agreement and all shall be liable for the consequences jointly as well as severally.
- 4.18 All taxes, charges, duties, cesses, premiums including but not limited to service tax, VAT, GST or any other impositions or levies or interest or penalties thereon, (i) on account of this transaction or (ii) on account of the development of the project or (iii) on the Consideration and all other amounts payable by the Purchaser as provided herein, shall be to the account of the Purchaser alone and the Promoter shall not be liable to pay the same and the Purchaser shall pay the same to the Promoter within the time stipulated by the Promoter. For the avoidance of doubt, the Promoter's decision as regards the quantum of such taxes, charges, duties, cesses, premiums, impositions, levies, shall be final and binding on the Purchaser.

5. The Purchaser/s shall on or before taking possession of the said Premises pay to the Promoter the following amounts:

- | | |
|---|-------------|
| (i) Towards Lump sum Legal Charges | Rs._____-/- |
| (ii) Towards Society Formation | Rs._____-/- |
| (iii) Towards Share Money Application and
Entrance Fees of the Society | Rs._____-/- |

- (iv) Towards MCGM Development Charges Rs._____-/-
- (v) Towards Charges for Electric Meter and Water Rs._____-/-
Meter Deposits, Drainage Sewerage Etc
- (vi) Towards advance payment for 12 months on Rs._____-/-
ad-hoc basis for Society Maintenance, Taxes
and other outgoings

TOTAL Rs._____/-

The Purchaser agrees that in the event if there is any variations and/or increase in the payment of various charges at the time of taking over the possession of the residential flat such as towards, increase in the area, Development charges, electric meter charges, water charges and other charges or taxes that may be levied by the concerned Authorities in whatever heads it may be, the Purchaser shall pay the said amount to the Promoter, on demand by the Promoter within 7 days prior to the offer of possession of residential flat. It is agreed that in respect of the above payment the Promoter is not liable to render accounts. The amount so paid by the Purchaser/s shall not be accountable and the same shall not carry any interest.

6. The Purchaser/s is liable to bear and pay in respect of the said Flat, from the date of offer of possession (irrespective of whether the Purchaser/s has taken possession of the said Flat or not, for any reason whatsoever), his share of the outgoings, maintenance charges, outgoings and other charges, comprising general maintenance, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premium, parking charges, cost for running sewage treatment plant, costs, charges and expenses of cleaning and lighting the passages, landings, staircases and common areas, gardens, open spaces and other parts of the said Building, operation and maintenance and repairs of lifts, water pumps, costs of water, power and utility charges,

equipments and other services, salaries of all staff including managers, chowkidars, sweepers, liftmen and gardeners, cost of management and maintenance of common areas, amenities and facilities of the said building and such other expenses as are necessary or incidental for maintenance and upkeep of the said Building and other charges and levies of like nature, respectively payable in respect of the said Flat and the said Building, as the case may be, to all government, semi-government, local authorities, including public and/or private bodies, Security Agencies, House-keeping Agencies etc. For this purpose, the Purchaser shall pay to the Promoter before taking possession of the said Flat or subsequent thereto as per the bills raised by the Promoter or Society or Limited Company, of the Purchasers of the Flat, his proportionate share including service tax, if any, levied thereon, as may be determined by the Developer.

7.1 The Promoter shall raise bills periodically on ad-hoc basis on the Purchaser/s in respect of Purchaser's proportionate share of the payments and outgoings for the said Flat as above, and the Purchaser/s shall duly pay and discharge the same regularly within 7 (seven) days of the date of the bill and the Purchaser/s shall not withhold the same for any reason whatsoever. It is agreed by the Purchaser/s that the Purchaser/s shall deposit his/her/their/its proportionate share of the maintenance monthly outgoing including Service Tax, if any, levied thereon for initial period of twelve (12) months in advance with the Promoter.

7.2 The Purchaser/s hereby agrees and undertakes to pay to the Promoter on demand or within 7 (seven) days prior to the delivery of possession of the said Flat whichever is earlier, or whenever deemed fit by the Promoter:

- (i) such amounts as determined by the Promoter as security for due observance and performance of all obligations of the Purchaser/s, provided in this Agreement;
- (ii) such additional amount or amounts as determined and/or demanded by the Promoter in respect of any additional facilities and/or amenities as may be provided by the Promoter in addition to the facilities and/or amenities agreed to be provided under this Agreement, as the Promoter may provide in the interest of or for better development of the said Building, and;
- (iii) any other charges, taxes, levies, imposts, premia, deposits and/or other amounts whatsoever, which are not referred to herein, that may become payable at any time for any reason.

7.3 The Promoter shall have absolute right to bifurcate, allocate, utilize, incur expenses, spend monies towards maintenance charges and outgoings for the said Building. The Promoter shall take decisions regarding the type, mode, quality of services to be provided in the said Flat and the said Building including for security services, maintenance, cleaning, number of personnel to be employed for the same etc.

7.4 It is an essential and integral term and condition of this Agreement, that only upon the payment of full amount of the purchase price and all other amounts, charges, dues, outgoings, etc. payable hereunder, having been paid by the Purchaser/s to the Promoter (and not otherwise), will the Purchaser/s have or be entitled to claim any rights, against the Promoter under this Agreement and/or in respect of the said Flat.

7. If the Purchaser/s in order to augment the resources in their hand for the purpose of payment of consideration amount to the Promoter under this Agreement, seek a loan from Financial Institutions, Banks, or other institutions against the security of the said Premises subject to the consent and approval of the Promoter, then in the event, of the Purchaser/s committing a default of the payment of the installments of the consideration amount and in the event of the Promoter exercising their right to terminate this Agreement the Purchaser/s further hereby undertake to clear the mortgage debt outstanding at the time of the said termination. The Purchaser/s shall obtain the necessary letter from such Financial Institutions; Banks etc. stating that the Purchaser/s have cleared the mortgage debt. On receipt of such letter from the Financial Institutions, Banks etc. the Purchaser/s shall be entitled to the refund amount so paid by them to the Promoter towards the said premises. However, the Promoter/s shall directly pay the amount payable to the Financial Institutions, Banks, or other such institutions who have made the payment on behalf of the Purchaser/s from the amount standing to the Purchaser's credit with the Promoter toward the said premises and (paid by them to the Promoter towards the consideration amount) to the extent so as to clear the mortgage debt and only on receipt of such letter of clearance of debt from such financial institutions, Banks, etc., the Purchaser/s shall be entitled to the refund of the balance amount standing credited to the account of the Purchaser/s with the Promoter towards the said Premises. Notwithstanding all that is stated hereinabove it shall ALWAYS be obligatory on the part of the Purchaser/s to pay the installments of the consideration amount irrespective of the fact that the Purchaser/s have applied for the loan to such Financial Institutions, Banks, or such other institution and further irrespective of the fact that the said loan is being under process and sanction awaited and/or is rejected. The Purchaser/s

shall not be permitted to raise any contention in respect of their failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Purchaser/s have applied for loan to such Financial Institutions, Banks or such other institutions and the same are under process of disbursement or that the said loan application of the Purchaser/s are rejected. In addition to the above, in the event of the failure of the Purchaser/s to pay the installment of the consideration amount the Promoter shall be entitled to enforce his rights as mentioned herein.

8. It is expressly agreed that the Purchaser/s shall be entitled to the common areas and facilities and limited common areas and facilities along with the said Premises. The nature, extent and the description of such common areas and facilities and percentage of undivided interest which the Purchaser/s will enjoy in the common areas and facilities appurtenant to the said Premises agreed to be sold is set out in the Fourth Schedule hereunder written.

9. On or before the execution of this Agreement the Purchaser/s shall pay the proper and correct stamp duty due and payable under the law for the time being in force in respect of this Agreement and on or before lodging this Agreement for registration with the appropriate authority under Indian Registration Act, 1908. The Purchaser/s shall pay to the Promoter all costs, charges and expenses, charges, in respect of the said Property until the said building is conveyed in favour of Co-operative Housing Society/Limited Company to be formed of all the Purchaser/s as the case may be. The Purchaser/s alone shall be liable for the consequences arising from the non-payment of the proper and correct stamp duty and the registration charges, it being the sole responsibility of the Purchaser/s to pay the same.

10. The Promoter shall not be liable to share the maintenance charges, electricity charges in respect of the unsold premises. The Promoter will bear the municipal assessments, if any, payable in respect of the said Property and nothing else.

11. The Promoter hereby declares that no part of the said Floor Space Index has been utilized by the Promoter elsewhere for any purpose whatsoever. The Purchaser/s hereby agree/s that if any FSI in respect of the said Property and/or additional construction is possible on the said building or adjoining plot or any other plot amalgamated and/or to be amalgamated with the said property or on account of further Transferable Development Rights available for being utilized or otherwise and/or if the MCGM permits the construction of additional floors on the said building or adjoining plot, then in such event, the Promoter shall be entitled to construct such additional floors vertically or horizontally as per the revised building plans. The Purchaser/s agrees and undertakes not to raise any objection to amalgamation of any other property with the said property and for such construction and/or additional construction to be carried out by the Promoters on the said building as per the revised plans. Hereafter, if any further FSI is permitted to be utilized on the Property, the same shall inure for the benefit of the Promoters alone. If the FSI is increased in respect of the Property and/or additional construction is possible on the Property on account of Transfer of Development Rights available for time being or otherwise and/or if the Sanctioning Authorities permit the construction of additional floors, then in such event, the Promoters shall be entitled to construct the Building by adding floors vertically or otherwise as per the revised building plans. The Purchaser expressly consents to the same as long as the total area of the Premises is not reduced. This consent shall be considered to be the Purchaser's consent

as contemplated by Section 14 of the RERA ("the said Act"). The Purchaser hereby expressly waives the benefit of the provisions of Section 14 of the Act, to the end and intent that the Purchaser shall not claim, nor shall the Purchaser be entitled to claim, recourse to the provisions of the said sections 14 of the Act, and the consent accorded hereunder shall, notwithstanding the provisions of the said sections 14 of the Act and anything to the contrary herein contained, be deemed to be sufficient consent of the Purchaser for the purposes of any additional construction to be made by the Promoters as contemplated hereunder. The construction of the building on the said property contemplates the utilization of the Aggregate Development Potential, which may not be proportionate to the FSI and development potential attributable to and arising out of the Project Land. The Purchaser/s, for himself/herself/themselves/itself, and as a prospective member of the Society, shall not be entitled to raise any claim or dispute in respect thereof. The Purchaser hereby agrees and confirms that strictly relying upon the foregoing, the Promoter have agreed to sell the Premises to the Purchaser and have accepted/agreed to accept the purchase price therefore from the Purchaser in manner specified above. Purchaser and the Society of the Purchasers will not object in carrying out such construction by the Promoter on ground of nuisance or on any other ground.

12. The Promoter represents that subject to the disclosures made herein by the Promoter, and what is stated in the Certificate of Title, the Promoter hereby represents and undertakes as follows:

- a) the Promoter is seized and possessed of or otherwise well and sufficiently entitled to develop the said Properties;
- b) the Promoter shall apply for and obtain all necessary Approvals from time to time in respect of the Project;

- c) the Promoter has not entered into any agreement for sale or any other agreement/arrangement with any person or party with respect to the Flat; and,
- d) the Promoter is not restricted in any manner whatsoever from agreeing to allot and sell the Flat in the manner contemplated herein.

13. The Promoter has represented to the Purchaser/s that the Promoter shall be retaining the last floor alongwith the terrace thereon. The Promoter has also represented to the Purchaser/s that the Promoter shall be constructing a garden, which shall exclusively belong to and to be used by the Promoter and/or the Owner of the said last floor of the building known as “Bismillah Residency”. The Purchaser/s agree and covenant with the Promoter that the Purchaser/s shall not claim any rights of whatsoever nature in respect of the terrace and/or the garden thereon. The Promoter shall be entitled to dispose of and/or deal with the said terrace in its own discretion and without reference to and/or recourse to the Purchaser/s and/or the Society/Company that may be formed. The Promoter shall allow the authorized representative of the Society/ Company to visit overhead water tanks for the purpose of maintenance thereof.

14. It is agreed between the Parties hereto that the all constructed premises and entire area of the said Project including but not limited to lift/s, internal passages, water supply, administration, security in the said Building/s known as “Bismillah Residency”, the Promoter shall be entitled to manage and/or operate and/or to assign to any Maintenance SPV and/or any other entity the rights to manage and/or operate such Common/Special Facilities and to receive all income accruing there from, even after the formation of the said Society.

15. The Purchaser/s agree/s and undertake/s to pay all the amounts payable under this Agreement as and when called upon by the Promoter and the Promoter are not bound to give any notice beyond giving 15 (Fifteen) days as stated hereinabove. The Purchaser/s further agree/s and undertake/s to observe and perform the terms, conditions and covenants contained in this Agreement and to keep the Promoter indemnified against the said payment and observance and performance of the said terms, conditions and covenants to be observed and performed by the Purchaser/s under this Agreement.

16. If the Purchaser/s neglect, omit or fail to pay to the Promoter the amount payable under the terms and condition of this Agreement (whether before or after the delivery of the possession) for any reason whatsoever within the time specified for the payment thereof or if the Purchaser/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained, the Promoter shall be entitled to re-enter upon and resume possession of the said Flat and everything whatsoever therein and this Agreement shall cease to have effect and stand terminated. The Purchaser/s herein agree/s that on the Promoter re-entry in the said Flat as aforesaid all the rights, title and interest of and Purchaser/s in the said Flat and under this Agreement shall cease and the Purchaser/s shall also be liable for immediate ejectment as a trespasser. The Purchaser/s shall thereupon cease to have any right or interest in the said Flat. In that event all the moneys paid herein by the Purchaser/s shall after Sixty days of such termination be refunded by the Promoter to the Purchaser/s. (except the outgoings apportionable to the said Premises till the date of such termination) an amount as mentioned in clause 4A of this Agreement.

17. Till the time the Conveyance of the said Plot and building in favour of the Society or Limited Company is registered, the Promoter will be permitted to construct additional structures on the said Plot as may be approved by the MCGM or Government of Maharashtra or any other competent authority in order to consume the entire available F.S.I. on the said Plot. Such additional structures / floors shall be the property of the Promoter and the Promoter will be entitled to dispose off the same in any manner they deem fit without adversely affecting the flat / premises of the Purchaser/s.

18. The Purchaser/s agree/s and undertake/s to permit and give the Promoter all facilities for making any additions, alterations, or to put up any additional structures or floors on the said Property till the Society or Limited Company is formed and registered. The Purchaser/s further agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or any other reason.

19. The Purchaser with an intention to bind all persons in whose hands the Premises may come, does hereby covenant as follows:

- (i) To maintain the Premises at the Purchaser's own cost in good tenantable repairs and condition from the date of possession of the Premises is taken and shall not do or suffer to be done anything in or to the Building, staircase or passage which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Building or the Premises or part thereof.
- (ii) Not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the

staircase, common passage or any other structures of the Building including the entrance thereof. In case any damage is caused to the Premises or the Building on account of the negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

- (iii) To carry out, at the Purchaser's own cost and expense, all internal repairs to the Premises from time to time and maintain it in the same condition, state and order in which it was delivered by the Promoters to the Purchaser and not to do or suffer to be done anything in the Premises or the Building which is in contravention of rules, regulations or bye-laws of the concerned local public authority or the sanction and permissions obtained by the Promoters for the Building.
- (iv) Not to demolish or caused to be demolished the Premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof nor alter the elevation and outside colour scheme of the Building and to keep the portion, sewers, drain pipes in the Premises and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural members in the Premises without the prior written permission of the Promoters and/or the Society as and when formed.
- (v) Not to do or permit to be done any act which may render void or voidable any insurance of the Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance.
- (vi) Not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Property and the Building.

- (vii) Pay to the Promoter/Society, as the case may be, within 7 (seven) days of demand by the Promoter, his/her share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other utility/service connection to the Building.
- (viii) To bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the MCGM and/or government and/or other public authority and/or insurer on account of change of user of the Premises, viz. user for any purposes other than purpose for which the same is allotted.
- (ix) Not to let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid-up and only if the Purchaser has not committed any breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated the Promoter and obtained their prior consent in writing in that behalf.
- (x) Till the management of the Building is handed over to the Society (as and when society is formed), to allow the Promoters, their surveyors and agents at all reasonable times to enter into or upon the Property to view and examine the state and condition thereof.
- (xi) Not to change the external colour scheme or the pattern of the colour of the Building.
- (xii) Not to change exterior elevation or the outlay of the Building.
- (xiii) Not to fix any grill to the Building or windows except in accordance with the design approved by the Promoters.

- (xiv) Not to use/enclose/level the area of flower bed for any purpose except for the purpose of keeping plants/flower bed.
- (xv) Not to keep anything in the common passage, staircases, terraces, walls or any other common place of the Building;
- (xvi) Not to use the Premises as a guest house or letout for the purpose of Guest House or the likes or any other purpose other than for residence;
- (xvii) Not to affix any sign boards, neon lights or advertisements either on the terrace or on the exterior of the Building or on the compound wall or otherwise in the said Property;
- (xviii) Not to claim/require the said Society (as and when society is formed) to partition by metes and bounds the Premises or any part thereof;
- (xix) To bear and pay the proportionate maintenance charges and other outgoings, save and except the municipal taxes, in respect of the Premises from the date of being granted permission to enter upon the Premises for the purpose of carrying out fit outs therein till Occupation Certificate;
- (xx) The Purchaser shall not let, sub-let, or give on leave & license, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid-up and further only if the Purchaser is/are not guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has/have obtained the prior written permission of the Promoter or the Society(as and when formed) as the case may be;
- (xxi) The Purchaser shall sign and execute all the writings, documents, forms and applications as may be necessary and required by the Promoters;

(xxii) The Purchaser shall observe and perform all the rules and regulations of the Society and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Building and the Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Premises 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;

20. It is hereby expressly agreed that the Promoter shall be entitled to sell the flats in the said Building and other structures if any on the said Property for residential purposes as permitted by the respective Authorities and that the Purchaser/s or his/her/their permitted transferee and/or transferees shall not change the user of any of the Flats for the aforesaid purposes at the time in future.

21. It is also hereby expressly agreed that so long as it does not in any way effect or prejudice the right created in favour of the Purchaser/s in respect of the said Premises, the Promoter shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title and interest in the said Building and/or in the said Property, or any part thereof in any other manner they deem fit including to assign and/or give on lease or sub-lease or otherwise any portion or portions of the said Property and the same shall be binding on the Purchaser/s.

22. The Promoter shall have a first charge or lien on the said Premises in respect of any amounts payable by the Purchaser/s under the terms and conditions of this Agreement.

1. The Purchaser/s shall have no claim save and except in respect of the said Premises, common area and facilities and limited common areas and facilities appurtenant thereto hereby agreed to be acquired and all other areas will remain the property of the Promoter until the whole of the said Property is conveyed and/or transferred to the Co-operative Society/Limited Company as the case may be as herein provided subject to the right of the Promoter as contained in this Agreement. The Purchaser/s hereby further declare that until the conveyance in respect of the said the Property is caused to be executed, the Promoter shall be entitled to deal with the said Property in the manner they deem fit and proper and shall also be entitled to construct the additional floors on the proposed building and if any additional floors are constructed, the same shall be the absolute property of the Promoter and the Purchaser/s shall not be entitled to claim any right, title or interest in such additional construction.

23. The Purchaser/s shall at no time demand partition of his/ her/their interest in the said Building and/or Property it is being hereby agreed and declared by the Purchaser/s that his/her/their such interest in the said Premises is impartible.

24. It is hereby expressly agreed that the terrace above the top floor of the said new building shall always belong to the Promoter exclusively and that neither the Purchaser/s nor the said Society shall be entitled to use the same.

25. Any delay or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of extra time to the Purchaser/s

shall not be constructed as a waiver on the part of the Promoter or any breach or non-compliance of any of the terms and conditions of this Agreement by Purchaser/s nor shall the same in any manner prejudice the rights to the Promoter.

26. The Promoter shall be entitled to enter into agreements with other Purchaser/s on such terms and conditions as the Promoter may deem fit or alter the terms and conditions of the agreements already entered into by the Promoter with other Purchaser/s, if any, without affecting or prejudicing the rights of the Purchaser/s under this Agreement.

27. The Name of the building shall forever be "**Bismillah Residency**" and the name of the society/ association/ limited company, if and when formed, shall be **BISMILLAH RESIDENCY CO-OPERATIVE HOUSING SOCIETY LIMITED (Proposed)** (or any other name as to be decided by the Promoter) to be formed shall bear the said name and this name shall not be changed without the written permission of the Promoter.

28. The Purchaser/s shall not let, sub-let, sell, transfer, convey, assign, mortgage, charge or in any manner encumber or deal with or dispose off or part with his/her interest or the benefit of this Agreement or any part thereof in the said Flat until all his/her dues of whatsoever nature owing to the Promoter are fully paid whether they have become due or not. Further, only if the Purchaser/s has/have not been guilty of breach or of non-compliance of any of the terms and condition of this agreement, he/she/they shall have to obtain the previous consent in writing of the Promoter for the purposes of entering into any leave and license Agreement or lease or assignment, or any other document of transfer in respect of their said Flat, provided that such permission is not unreasonably withheld.

29. The Purchaser/s and the person/s, to whom the Flat is let, sub-let, transferred, assigned or given possession of (after prior written permission of the Promoter) shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter and/or the Society/Limited Company when formed may require for safeguarding the interest of the Promoter and/or other flats /parking spaces holders in the said building.

30. It is agreed between the parties hereto that, the Purchaser shall not be entitled to transfer or assign or convey his/her/their right, title and interest under this Agreement to any other person or persons for a period of 24 months from the date of booking of the said Flat. Subject to the aforesaid term of 24 months, the Purchaser, with the prior consent in writing of the Promoter, shall be entitled to transfer or assign or convey his/her/their right, title and interest under this Agreement to any other person or persons upon payment of all the monies due and payable under this Agreement to the Promoter and a transfer fee as may be determined by the Promoter at the time of transfer, which shall be payable by the Purchaser to the Promoter.

31. In the event of the Purchaser/s attempting to and/or disposing of the Flat or any part thereof to any person or party in disregard of the provisions of Clause 28 hereinabove then this agreement shall automatically (without further notice to the Purchaser/s) forthwith stand cancelled, revoked and then in such event amounts paid till then by the Purchaser/s to the Promoter under this Agreement shall be refunded to the Purchaser/s without any interest except for amounts as mentioned in clause 4A of this Agreement.

32. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises or

said Plot and building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him/her/them. All open spaces, staircases, lobbies, un-allotted parking space, refuge area will remain the property of the Promoter until the said Property is transferred to the proposed Co-operative Society of the Limited Company as mentioned herein, but subject to right of the Promoter under this Agreement.

2. It is expressly agreed that the Purchaser/s shall be entitled to the common areas and facilities appurtenant with the said Flat and the nature, extent and description of such common areas and facilities are set out in the Fourth Schedule hereunder written. It is hereby agreed that, the Promoter shall have the exclusive right of allotment of different parking spaces under the stilts and other spaces within the said Property to one or more person/s of his choice. It is hereby agreed that save and except the areas mentioned in the Fifth Schedule hereunder written under the head common areas, facilities and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities.

33. The Purchaser/s shall on receipt of possession of the said Flat as provided herein use the said Flat or any part thereof or permit the same to be used only for purpose of residence and in the manner which is not likely to cause nuisance or annoyance to the other occupiers of the said building/s and/or the owners and occupiers of the neighboring property. The Purchaser/s shall use the car parking space only for purpose of keeping or parking the Purchaser/s own vehicles and for no other purpose whatsoever.

34. The Purchaser/s shall not on receipt of possession as provided in the agreement store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure

of the said building/s or storing of such goods which is objected by the concerned local authority and shall not carry or cause to be carried heavy packages which may damage the staircase, common, passages, or any other structure of the said building/s or the Flat, the Purchaser/s shall be liable for the consequences of the breach of the aforesaid Provisions.

35. The Purchaser/s after receipt of possession of the said Flat as provided herein shall not demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature to the Flat or any part of thereof, nor make any alteration in the elevation and outside color scheme of the said building in which the Flat is situated and he/she/they shall keep the sewers, drain pipes in the Flat and all the appurtenances thereto in good tenantable conditions so as to support shelter and protect the other parts of the building in which the Flat is situated and in particular, shall not chisel or in any other manner cause damage to columns beams, walls, slabs or RCC pardis or other structural material in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company when formed. The Purchaser/s shall not fix any grill on the windows of their flats without prior written permission and shall do so only subject to his/ her/their fixing the same as per the design and specification approved by the Promoter.

36. The Parties hereto specifically declare and confirm that;

The possession of the said Premises shall be delivered to the Purchaser after the said Premises are ready for use and occupation, provided all the amounts due and payable by the Purchaser under this Agreement and the stamp duty and registration charges in respect of this Agreement are duly paid by the Purchaser. The Promoter shall endeavor to handover possession of the said Flat to the Purchaser on or before [_____], 20 [_____] and with a grace

period of a further ____ (____) months ("Possession Date"), subject to delay in constructing the said Premises ready for use and occupation, due to any force majeure conditions including but not limited to:

- (a) Any legislation, order, rule, regulation, condition, made or issued by the Government or any other competent/statutory authority(ies) or any competent Court, affecting the Construction of the building / the said Property / approvals or including but not limited to retrospective changes in policy which are made by the Government, either State or Union or both, statutory authority or competent authority whether by way of legislative acts / amendments / circulars / precedent / decree or otherwise, made applicable to the Project and/or the Promoter;
- (b) If any competent authority(ies) refuses, delays, denies the grant of necessary approvals / occupation certificate for the Building/ the flat or;
- (c) If any approvals, permissions, consents, notices issued by the competent authority(ies) or any law / rule / regulation under which approvals are granted for the Building and/or the said Property becomes a subject matter of any suit / writ before a competent court or;
- (d) Due to suspension of the Project or;
- (e) Scarcity of essential construction inputs or Reasons beyond the control of the Promoter, and the aforesaid date shall stand automatically extended by the period of the existence of the reasons for delay as provided hereinabove, plus a period of 6 months thereafter.
- (f) non-availability of labour, steel, cement, other building materials, water or electric supply/connection, or drainage/sewage connection;
- (g) war, civil commotion or Act of God;

- (h) any notice, order, rule, regulation, notification or directive of the Government and/or any local or public or private body or authority or any other competent authority or any court or tribunal or any quasi-judicial body or authority;
- (i) force majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Promoter or their agents;
- (j) any strikes or agitation by the workers, employees or labourers of the Promoter or the contractors or sub contractors or suppliers, etc.; and/or
- (k) any change in law, notifications and/or regulations levying any onerous condition on the Promoter; and /or
- (l) Promoter required to comply with conditions or additional conditions as may be required by any statute or government body or authority; or if there is any delay in payment of the installments and other amounts payable under these presents and/or for any reason beyond the control of the Promoter and in any of the aforesaid events the Purchaser hereby agrees to automatic extension of date for delivery of possession of the Premises.

37. The Purchaser/s after the receipt of the possession of the said Premises by him/her/ them either for the purpose of interior decoration shall carry out at his/her/their own cost all interior repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do anything in or to the said Building or the Premises and shall abide by all the bye-laws, rules and regulations of the government and/or the concerned local authority and/or any other public authority in respect thereof.

38. The Purchaser/s shall not be entitled to any rebate and/or concession in the price of his/her/their Premises on account of the construction of additional area due to change in the D.C. Regulations or any other applicable law before completion of project or on account of any advertisement / hoarding put up on the said Property / building / terrace of the building.

39. It is expressly agreed and confirmed by the Purchaser/s hereto that till the proposed Society/Limited Company is formed and the said Property is transferred to the name of the said Society/Limited Company so formed, the Purchaser/s shall have no right in the said Property, except for their rights to their respective Premises.

40. The Purchaser/s shall sign all papers and documents as necessary and do all other things that the Promoter may require him/her/them to do and execute from time to time for more effectively performing this agreement and/or for safeguarding the interests of all other persons acquiring the remaining flats and /or stilt/open parking spaces in the said building or on the said Property.

41. In the event of the Purchaser/s failing to sign the papers required by the Promoter as hereinbefore provided, this Agreement shall stand terminated and the Purchaser/s shall have no claim in the Flat and/or car parking space/s or against the Promoter whatsoever except for the refund of the amount paid till then by him/her/them, except for the amount as mentioned in clause 4A of the Agreement.

42. Any notice to be given under this agreement shall be considered to be duly served, if sent by Registered Post A.D. or if delivered or left at the address of the party as stated herein. If there is any change in the address of

either of the parties to this Agreement, such party shall notify to the other such change in address. In that event the notice shall be given at the changed address.

43. The Purchaser shall be bound to notify promptly in writing, to the Promoters, about any change in the preferred address for all correspondence and/or in his/her email ID and other relevant contact details and in absence of any such notification by the Purchaser, all communication (including the Demand Letters for the payments) shall be deemed to have been duly served, if sent to the Purchaser, on the Address/email ID mentioned in the Application Form/ this Agreement.

The Promoter shall give possession of the said Premises to the Purchaser/s on or before _____, **20__** subject to a grace period of 6 months. In case the Promoter fail to or neglect to give possession of the said Premises to the Purchaser/s on account of reasons beyond their control by the aforesaid date or extended date then the Purchaser/s shall have an option to exercise his right of terminating this Agreement and demanding refund of the monies paid by him/her/them to the Promoter till then and the Promoter shall be liable to refund to the Purchaser/s the amounts already received by them in respect of the Flat with simple interest at 9% per annum thereon from the date the Promoter received the sum up to the date the amounts and interest thereon. It is agreed that upon refund of the said amount, as stated hereinabove, the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the said Premises or against the said Property in any manner whatsoever and the Promoter shall be entitled to deal with and/or dispose of

the said Premises to any person or persons as the Promoter, may at their absolute discretion, deem fit and proper.

44. The Purchaser/s shall take possession of the said Premises within 15 (Fifteen) days of Promoter giving written notice to the Purchaser/s intimating that the said Premises is ready and complete and pay the proportionate share all outgoing in respect of the said Property including local taxes and cesses, rates and other charges, betterment charges and all other levies by the local authority, government, water charges, Insurance charges on the said Property and the said new building/s.

45. Subject to what is stated hereinabove, possession of the said Premises shall be delivered to the Purchaser/s within a period of 90 days after the said new building/s is ready in all respects and after the Promoter having obtained the Occupation Certificate in respect of the same, subject to the Purchaser/s having complied with and/or having observed and performed all the terms and conditions of this Agreement and the Purchaser/s having paid all the payments due to be paid by him/her/them to the Promoter from time to time without committing any default in payment thereof.

46. The Purchaser/s shall check all the amenities in the Flat before taking possession of the same. Thereafter, the Purchaser/s shall have no claim against the Promoter in respect of the same and the Purchaser/s shall not be entitled to claim that the work was not carried out and/or completed and/or being carried out in accordance with the plans, specification, and/or this agreement. Provided that if within the statutory period as prescribed under RERA within 5 years from the date of handing over the Flat to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any material or structural defect in the Flat or the material used therein (usual wear and tear excepted,

Act of God or Force majeure and contributory negligence excepted) then, whenever possible such material or structural defects shall be rectified by the Promoter at their own cost. Provided if such changes / defects in the Flat or in the buildings are due to neglect or due to act of omission or commission on the part of any of the Purchaser/s in the said Building, the Promoter shall not be liable for the same.

47. Notwithstanding any other provisions of this Agreement the Promoter shall be entitled to at their sole and absolute discretion;

(a) To have a Society and/or Limited Company and any other body or bodies of Purchasers formed and constituted as contemplated herein. Such Society shall be formed only after all the Flats/Shops/ Commercial premises in the said building are sold and not otherwise and the building is completed and Occupation Certificate in respect thereof is granted by MCGM.

(b) To cause to be assigned, transferred the building and/or buildings together with on the said Property, in favour of such Society and/or Limited Company and/or other Association only after the entire project is completed.

(c) To cause to assign or transfer such appurtenant land if any, by executing the Conveyance and/or other documents for transfer of the said building together with the said Property.

(d) To Decide and determine how and in what manner the infrastructure including the common Utility areas such as gardens, road etc. may be transferred and/or assigned.

(e) To Provide for and incorporate covenants and restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities of the building including garden roads, etc.

(f) To decide from time to time when and what sort of document/s of transfer should be executed.

48. The Purchaser/s along with other Purchaser/s of the Premises in the Building shall join in forming and registering the Society / Limited Company as the case may be to be known or such other 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 other papers and documents necessary for the formation and registration of the Society or Limited Company including the bye-laws of the proposed Society and for becoming a member thereof and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modification are made in the draft bye-laws or the Memorandum and/or Articles of Association as may be required by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be or any other Competent Authority.

49. The Promoter shall obtain Occupation Certificate and form and register the Society or a Limited Company as aforesaid and after utilizing the entire F.S.I. convey or cause to be conveyed to the Society or a Limited Company, all the right, title and interest of the Owners in the said Property together with the said Building as the case may be and such conveyance shall be in consonance with the terms and conditions of this Agreement.

50. The Powers and the authorities of the Purchaser/s herein and other Purchaser/s shall be subject to the overall power, control and authority of the Promoter in respect of any of the matters concerning the Building and other structures on the said Property, the construction and completion thereof and all amenities pertaining to the same and in particular the Promoter shall have absolute authority and control as regards the unsold Flats and the disposal thereof.

51. The Promoter shall always have a right to become a member of the Society /Company etc. in respect of any rights and benefits conferred on them herein or otherwise. If the Promoter transfer, assign and dispose off such rights and benefits at any time to anybody, the Assignee, Transferee and/or the Purchaser/s thereof shall become the member of the Society in respect of the said rights and benefit. The Purchaser/s herein and the Society will not have any objection to admit such Assignee or Transferee as the member of the Society and shall not charge any transfer fees or any other charges from such Assignee /Transferee.

52. Any additions and alterations in the Flat/Shop and/or extra amenities desired by the Purchaser/s may if agreed by the Promoter be carried out by the Purchaser/s at the risk and extra costs of the Purchaser/s before the work is carried out by the Promoter.

53. 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 said development shall equally be applicable to and enforceable against any subsequent Purchasers of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

54. The Purchasers has paid VAT (Value Added Tax), GSTas per the prevailing law and Rules framed by the Concerned Authorities in respect of the said Premises or on this Agreement. It is mutually agreed between the Parties hereto that in the event if, any additional amount become payable over and above the aforesaid amount by reason of any amendment to the constitution or enactment or amendment of any other law, Central or State, service tax or any other duty/penalty is levied and/or imposed by the Government under any other Statute then the Purchasers alone shall be responsible to pay the same to the Competent Authority.

55. The Purchaser/s shall present this Agreement at the proper registration office for the purpose of registration within the time limit prescribed under the Registration Act, 1908 and inform the Promoter in writing with the photo copy of the Receipt and Serial Number at least 7 days prior to prescribed limit and the Promoter will attend such office and admit execution thereof.

56. At the time of conveyance of the said Property and the said building, to the proposed Society/Limited Company, if any permission is required to be obtained or any compliance is to be effected under any order, notification or ordinance be complied with the Purchaser/s and/or the body of Purchasers and/or Society in consultation and co-operation with the Promoter, all costs, charges and expenses, if any, that may have to be incurred in connection therewith, shall be borne and paid by the Purchaser/s and/or the Society or the Limited company as the case may be.

57. The Promoter shall not be responsible for the consequences arising out of change in the law or change in municipal and other laws, rules and regulation etc.

58. The details and particulars of the Permanent Account Number of the Promoter and the Purchaser/s as required under Rule 114B of the Income Tax Rules, 1962 are as under:

PROMOTER :

PAN No.

NIRBAN INFRASTRUCTURE PVT.LTD.

AADCN4764E

PURCHASER/S:

PAN No.

3. The said Property is situated in Mumbai and this Agreement is executed in Mumbai so if any dispute arises between the parties hereto in terms of these presents, the Courts in Mumbai alone shall have the jurisdiction to entertain the same.

4. The stamp duty and registration charges payable in respect of this Agreement and all other incidental documents shall be paid by the Purchaser/s alone.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of the land admeasuring 607 square yards i.e. 507.53 sq. mtrs or thereabouts situate at Parel Road on the East and Shaikh Buran Gamrodi Street on the West, in the Registration District and Sub District of Bombay and registered in the books of the Collector of Land Revenue under Collectors New Nos. 8771 and 8772 and New Survey Nos. 3711 and 3712 and Cadastral Survey No.1330 of Byculla Division and

assessed by the Assessor and Collector of Municipal Rates and Taxes under E Ward Nos.2252-53 and 44 and Street Nos. 518, 520, 522 and 113 and bounded as follows:-

On or towards North : By Property of AboodinBadroodin.
On or towards South : By Property of Jumma Masjid
On or towards East : By Parel Road
On or towards West : By TheShaikh Buran Camrodin Street

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of the land or ground with messuage tenements or dwelling house standing thereon situate, lying and being in the Registration Sub District and District of Bombay City registered by the Collector of Land Revenue under Old No.1647, 1675, 1678 and 1679, New No. 8773, Old Survey No.3710 and Cadastral Survey No.1329 of Byculla Division and assessed by the Assessor and Collector of Assessment under “E” Ward No.2254 and Street No.514-516 Victoria Garden Road and “E” Ward No.45, Street No.101-107, ShaikhBurhanKamruddin Street and containing by admeasurement 447 1/3rd square yards (i.e. 327.76 sq.mtrs.) according to the Collector’s Bill together with fully tenanted building standing thereon as “Asgar Mansion”, consisting of ground plus 3 upper floors and adjoining structure known as Misa Garage and bounded as follows:-

On or towards North : By House of GhachiNurmohammed and Ismail Godar.
On or towards South : By GhachiEsoof Mohamed & vacant ground of ParmanandasJiwandas
On or towards East : By TheShaikh Buran Camrodin Street

On or towards West : By Bhendi Bazar Street/Parel Road/Sir J.J. Road

THE THIRD SCHEDULE ABOVE REFERRED TO:

A Residential Flat No. 1402 admeasuring 67.75sq.mtrs. carpet area on the 14th floor along with one space for car parking admeasuring 11.15 sq. mt. built-up in the building to be named as “**Bismillah Residency**” being constructed on the Property more particularly described in the Third Schedule hereinabove.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

Parking Floor with open balcony, common areas and facilities, Proportionate of Immediate area abutting the main door after landing abutting the said Premises.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

Prorata right alongwith all Purchasers of premises in the said property in limited common areas and facilities i.e. to say.

- (1) Staircase.
- (2) Entrance Lobby.
- (3) Lift, lift machine room (if any).

SIGNED, SEALED & DELIVERED by)
The within named “PROMOTER”)
NIRBAN INFRASTRUCTURE PRIVATE LIMITED)
a Common Seal of the Company is)
hereunto affixed, pursuant to)
the Resolution of its Board of Directors,)
Passed in that behalf, on the 1 st day of)
December, 2015 authorizing its Director)
Mr. Mohammed Akram Husain Nirban)
in the presence of ...)

SIGNED AND DELIVERED)
By the within named **“THE PURCHASER/S”**)
in the presence of)
)

Receipt

Received on the day and year first hereinabove)
written a sum of Rs.1,85,31,235/- (One Crore)
Eighty Five Lakh Thirty One Thousand Two)
Hundred Thirty Five Only) being the Part)
Consideration payable by the Purchaser/s to me.) Rs. 1,85,31,235/-

I say Received

NIRBAN INFRASTRUCTURE PVT.LTD.

Through its Director

**Mohammed Akram Husain Nirban
(PROMOTER)**

DATED THIS _____ DAY OF _____ 2017

NIRBAN INFRASTRUCTURE PVT.LTD.

.. PROMOTER

AND

.... PURCHASER/S

AGREEMENT FOR SALE

**M/s. DIAMONDWALA & CO.
Advocates**