

THIS AGREEMENT made at Mumbai this _____ day of _____ BETWEEN SAUMYA BUILDCON PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at 302, Raheja Xion, Jetha Compound, Dr. Ambedkar Road, Opp. Nirmal Park, Byculla (E), Mumbai – 400 027 hereinafter called "**the Promoters**" (which expression shall unless the same be repugnant to the context or meaning thereof be deemed to mean and include its successors) of the One Part;

A N D

_____ of Mumbai Indian Inhabitant(s) hereinafter called "**the Flat Purchaser(s)**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual or individuals, such individual and/or individuals, his/her/their/ respective heirs, executors, administrators and permitted assigns, in case of a firm, the partner or partner for the time being thereof, the survivors or survivor of them and the heirs, executors and administrators and permitted assigns of the last such survivors or survivor and their assigns and in case of a company, its successors and permitted assigns) of the Other Part:

W H E R E A S:

- A. The Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM") is, inter alia, seized and possessed of and otherwise well and sufficiently entitled to all those pieces or parcels of land bearing Old Cadastral Survey No.777, 778, 779 and 780 (part) and New Cadastral Survey No. 1004 of Worli Division G/South Ward known as New Labour Camp at Sasmira admeasuring 7872.14 sq. mts or thereabouts along with the buildings and structures standing thereon consisting of residential and commercial tenements as well as a primary school and more particularly described in the First Schedule hereunder written and in the plan hereto annexed and marked as Annexure "A" and thereon shown surrounded by red coloured boundary line (hereinafter referred to as "the said Property");

- B. All the occupants/tenants of the buildings and structures being part of the said Property promoted a society known as the Prerna Co-operative Housing Society (Proposed) (hereinafter referred to as “the Proposed Society”);
- C. As per the Development Control Regulations 1991, (hereinafter referred to as “DCR”) and particularly Regulation 33 (7) read with Appendix III and Additional Guidelines issued by MCGM, new building is permitted to be constructed by way of re-developing the said Property with a higher Floor Space Index (FSI) of 2.5 or more for creating cross subsidy to the existing occupiers and by disposing of balance FSI at the market rate after meeting the requirements of the members of the Proposed Society;
- D. By a Development Agreement dated 17th August, 2003 made between the Proposed Society through its promoters, Shri Anand Ganpat Nikalje (Chief Promoter) and ten others, therein referred to as the Society of the One Part and Saumya Leasing Limited, a company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office at G 9-10 Bhaveshwar Complex, Karol Road, Vidya Vihar (West), Mumbai 400 086 (hereinafter referred to as “Saumya Leasing”) of the Other Part (hereinafter referred to as “the said Development Agreement”) the Proposed Society granted to Saumya Leasing the development rights in respect of the said Property at or for the consideration and on the terms and conditions therein contained, including, inter alia, the

condition that Saumya Leasing shall construct and allot to the members of the Proposed Society and certain other persons as therein mentioned, residential / commercial premises, free of cost as permanent accommodation by constructing a building especially for this purpose as therein specified (hereinafter referred to as “the Tenant Building”) and that Saumya Leasing shall, in turn, be absolutely entitled to construct an additional building with the entire balance available FSI on the said Property (hereinafter referred to as “the Sale Building”) and sell premises therein to any person or persons on ownership basis and appropriate the entire sale proceeds thereof to the benefit of Saumya Leasing;

E. In terms of the said Development Agreement, the Tenant Building shall be constructed on a portion of the said Property more particularly shown on the plan hereto annexed as Annexure “A” and thereon shown shaded in blue colour wash (hereinafter referred to as “the Tenant Plot”) and the Sale Building shall be constructed on a portion of the said Property more particularly shown on the plan hereto annexed as Annexure “A” and thereon shown shaded in red colour wash (hereinafter referred to as “the Sale Plot”);

F. Pursuant to the said Development Agreement, the Proposed Society through its Chief Promoter and members has executed an Irrevocable Power of Attorney dated 7th October, 2003 (hereinafter referred to as “the said Irrevocable Power of Attorney”) in favour of Mr. Paras Shantilal Porwal and Mr. Kashyap Kanaiyalal Mehta of Saumya

Leasing, inter alia, to enable them to effectively develop the said Property in terms of the said Development Agreement;

- G. MCGM has granted its NOC No.AC/ESTATES/1865/Ao(Soc) dated 18th May 2004 in the form Annexure II (hereinafter referred to as the “Annexure II”), inter alia, confirming their no objection to consider the proposal to reconstruct the building/structures by the Society and the eligible tenants as per the provisions of D.C. Regulation No.33(7) and the Guidelines framed for the purpose, subject to the conditions therein mentioned;
- H. The Proposed Society, by a resolution passed at its general meeting held on 2nd January 2005 (hereinafter referred to as “the said Resolution”) agreed to and approved the transfer of the development rights under the said Development Agreement from Saumya Leasing to the Promoters herein;
- I. By a Memorandum of Understanding dated 18th March, 2005 made between Saumya Leasing of the one part and the Promoters of the other part, Saumya Leasing agreed to hand over and transfer the said project and its rights under the said Development Agreement to the Promoters and the Promoters agreed to develop the said Property on the terms and conditions contained in the said Development Agreement;
- J. In pursuance of the said Memorandum of Understanding dated 18th March, 2005, Shri Paras Shantilal Porwal executed a Power of

Attorney dated 7th September, 2006 nominating Shri Mangilal Mishrimal Mehta as his substitute under the said Irrevocable Power of Attorney to enable Shri Mangilal Mishrimal Mehta to exercise the powers and authorities conferred upon him by the said Proposed Society under the said Irrevocable Power of Attorney;

- K. MCGM has, by its letter bearing No. AC/Estates/15166/AO(Soc.) dated 21st December, 2005 granted its Letter of Intent in respect of redevelopment of the said Property, a copy whereof is annexed hereto and marked as Annexure “B” and which is hereinafter referred to as **“LOI”**;
- L. The Promoters have got the plans for developing the said Property sanctioned from the MCGM and other concerned authorities and have obtained IOD/Commencement Certificate from the MCGM, Planning Authority, copies whereof are hereto annexed and marked as Annexure **“C”** collectively;
- M. In the circumstances aforesaid, the Promoters are authorised to demolish the existing buildings/structures standing on the said Property, and commence the construction of building/s thereon in accordance with the plans and specifications sanctioned by the MCGM as also utilize such FSI that maybe sanctioned by the MCGM;
- N. The Promoters pursuant to the plans sanctioned by the MCGM and

other concerned authorities are desirous of constructing a buildings on the Tenant Plot and the Sale Plot as per the sanctioned plans;

- O. Messrs Kanga and Company, Advocates and Solicitors for the Promoters have investigated the title of the Proposed Society and the Promoters to the said Property and have issued their certificate of title dated 4th April, 2007, a copy of which is hereto annexed and marked as Annexure “D”;
- P. The Flat Purchaser/s has/have, in pursuance of the said certificate issued by the Promoters’ Advocates and Solicitors accepted the title of Proposed Society as clear and marketable and has/have agreed not to raise any objection hereafter;
- Q. The Flat Purchaser/s has/have approached the Promoters and has/have requested the Promoters to sell to him/her/it/them a flat/ shop/ premises/ open terrace bearing No._____ having carpet area of _____sq. feet on the _____floor of the _____wing of the building known as “_____ Apartments” and garage/parking_____ space No._____ to be constructed on the Sale Plot of the said Property, which the Promoters have agreed to do on the terms and conditions hereinafter appearing;
- R. The Promoters have entered into a standard Agreement with the Architect registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of

Architects;

- S. The Promoters have appointed structural Engineers for the preparation of structural designs and drawings of the building and the Promoters have accepted the professional supervision of the Architects and Structural Engineers till the completion of the building;
- T. The Flat Purchaser/s has/have demanded from the Promoters and the Promoters have given inspection to the Flat Purchaser/s of all documents of title relating to the said Property, plans, designs, specifications and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of constructions, Sale Management and Transfer) Act, 1963 and the rules made thereunder;
- U. Copies of the Record of Rights/Extract of Property Card are hereto annexed and marked as Annexure “E”;
- V. Prior to the execution of these presents, the Flat Purchaser/s has/have paid to the Promoters a sum of Rs._____/-(Rupees _____ Only) being the earnest money / part payment of the sale price of the flat/shop/premises/ garage agreed to be sold by the Promoters to the Flat Purchaser/s as advance payment of or deposit (the payment and receipt whereof the Promoters do hereby admit and acknowledge) and the Flat

Purchaser/s has/have agreed to pay the Promoters the balance of the sale price as set out in this Agreement;

- W. Under clause 4 of the said Maharashtra Ownership Flats Act, 1963, the Promoters are requested to execute a written Agreement for Sale of the said Flat to the Flat Purchaser/s being in fact these presents and also to register this Agreement under the Registration Act;
- X. The parties hereto are desirous of recording the said terms and conditions:

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

1. The Promoters shall construct a building comprising Wings consisting of ground plus _____ upper floors on a portion of the said Property comprising the Sale Plot more particularly shown shaded in red colour wash on the plan hereto annexed as Annexure “A” (hereinafter referred to as the “**said Building**”) in accordance with the plans designs, specifications approved by the concerned local authority and which have been seen and approved by the Flat Purchaser/s with only such variations and modifications as the Promoters may consider necessary or as may be required by the

concerned local authority/the Government to be made in them or any of them.

2. The Flat Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Flat Purchaser/s residential/commercial Flat/Shop/Premises/ Open Terrace No._____ of carpet area admeasuring _____ sq. feet (which is inclusive of the area of balconies, etc.) on _____ Floor in the _____ wing of the building known as “REGALIA” as shown in the floor plan hereto annexed and marked **Annexure ‘F’** (hereinafter referred to as "**the Flat**") and /covered/open/parking space/Garage No. _____ in the compound of the said building for the price of Rs._____-/- Rupees _____ Only) inclusive of the proportionate price of the common areas and facilities appurtenant to the Flat, the nature, extent and description of the common/limited common areas and facilities/limited common areas and facilities which are more particularly described in the Second Schedule hereunder written. It is hereby mutually agreed upon by and between the parties hereto that the purchase price of Rs._____-/- (Rupees _____ Only) shall be paid by the Flat Purchaser/s to the Promoters in the following manner:

- (1) Rs...../- (10%) as earnest money or deposit on or before the execution of this Agreement (The payment and receipt whereof the Promoters hereby admit and acknowledge);
- (2) Rs...../- (15%) on completion of the plinth;
- (3) Rs...../- (5%) on completion of the first slab;
- (4) Rs...../- (5%) on completion of the second slab;
- (5) Rs...../- (5%) on completion of the third slab;
- (6) Rs...../- (5%) on completion of the fourth slab;
- (7) Rs...../- (5%) on completion of the fifth slab;
- (8) Rs...../- (5%) on completion of the sixth slab;
- (9) Rs...../- (5%) on completion of the seventh slab;
- (10) Rs...../- (5%) on completion of the eighth slab;
- (11) Rs...../- (7%) on completion of brick work;
- (12) Rs...../- (7%) on completion of plaster work;
- (13) Rs...../- (7%) on completion of flooring;
- (14) Rs...../- (5%) on completion of plumbing;
- (15) Rs...../- (5%) on completion of electrical works;
- Rs...../- (4%) on possession of the flat;

All the above payments shall be made by the Flat Purchaser/s within 7 (seven) days from the date of receipt of intimation in writing given by the Promoters.

3. The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 12% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

4. 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 10 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.

5. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

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

1. The Promoter shall construct the said building 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.
2. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said

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

3. 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/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

4. 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 _____ square meters 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 _____ square meters as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale

of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

5. If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the 11 Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

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

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

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

8. The Promoter shall give possession of the Apartment to the Allottee on or before 31st day of July, 2021. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 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.

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/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

10. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

11. Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause above, the Allottee shall take possession of the [Apartment/Plot] 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/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause above such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

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

14. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws 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 organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

15. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

16. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

17. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the

carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ____/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

18. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:- i. Rs. _____ for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body. ii. Rs. ____/- for formation and registration of the Society or Limited Company/Federation/ Apex body. iii.

Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body iv. Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body. v. Rs. _____/- For Deposit towards Water, Electric, and other utility and services connection charges & vi. Rs _____/-for deposits of electrical receiving and Sub Station provided in Layout

19. The Allottee shall pay to the Promoter a sum of Rs. _____/-for meeting all legal costs, charges and expenses, including professional costs of the Attorney-atLaw/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

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

21. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] 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.

22. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the

Promoter as follows :-

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the

Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable 16 repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to

the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without

workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

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

23. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

25. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].

26. BINDING EFFECT Forwarding this Agreement to the Allottee by the

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

27. ENTIRE AGREEMENT This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

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

29. 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/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

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

31. METHOD OF CALCULATION OF PROPORTIONATE SHARE
WHEREVER REFERRED TO IN THE AGREEMENT Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

32. FURTHER ASSURANCES Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

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

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

35. 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 : Mr./Mrs./Ms._____ AND
Mr./Mrs./Ms._____ (Allottee's Address) :
_____ Notified
Email ID : _____

M/s Promoter name : M/s SAUMYA BUILDCON Pvt. LTD., Promoter
Address : 302, Raheja Xion, Jetha Compound, Dr. Ambedkar Road, Opp.
Nirmal Park, Byculla (E), Mumbai – 400 027 Notified Email ID :
pporwal77@gmail.com.

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.

36. JOINT ALLOTTEES That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees. 29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

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

38. 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 Bombay Courtswill have the jurisdiction for this Agreement.

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

THE FIRST SCHEDULE ABOVE REFERRED TO :

All those pieces or parcels of land bearing Old Cadastral Survey No.777, 778, 779 and 780 (part) and New Cadastral Survey No. 1004 of Worli Division G/South Ward known as New Labour Camp at Sasmira admeasuring 7872.14 sq. mts or thereabouts along with the buildings and structures standing thereon and bounded as follows:

On or towards the East : by Sasmira Road;

On or towards the West : by Police Quarters;

On or towards the North : by Sankalp Siddhi CHS;

On or towards the South : by Sasmira Textile Institute.

THE SECOND SCHEDULE ABOVE REFERRED TO

Residential/commercial Flat/Shop/Premises/ Open Terrace No._____ of carpet area admeasuring _____ sq. feet (which is inclusive of the area of balconies, etc.) on _____ Floor in the _____wing of the building known as “REGALIA” standing on Plot of Land bearing Old Cadastral Survey No.777, 778, 779 and 780 (part) and New Cadastral Survey No. 1004 of Worli Division G/South Ward known as New Labour Camp at Sasmira, Mumbai.

SIGNED AND DELIVERED BY THE WITHIN NAMED by the within
named Owner/Promoter,

M/s SAUMYA BUILDCON PVT. LTD.,

by the hand of its Director –

1.

2.

in the presence of

1.

2.

SIGNED AND DELIVERED

By the within named PURCHASER/S

1) Mr./Mrs./Ms. _____

2) Mr./Mrs./Ms. _____

3) In the presence of

1.

2.

ANNEXURE – A Details of the Title Report(Enclosed)

ANNEXURE –B (Enclosed) (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/Promoter to the project land).

ANNEXURE –C-1 (Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2 (Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings are proposed to be provided for on the said project)

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

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

ANNEXURE –F (Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority) RECEIVED of and from the Allottee above named the sum of Rs._____/ - (Rupees _____ only) on execution of this agreement towards Earnest Money Deposit or application fee. Sr. no. NEFT Date Bank Amount

I say received. Received

Owner/ Promoter

For M/s SAUMYA BUILDCON PVT. LTD.

SIGNED AND DELIVERED by the)
within named Promoters)
Saumya Buildcon Private Limited)
by the hand of its Director)
Mr.)
duly authorized as per board)
resolution dated)
in the presence of ...)

SIGNED AND DELIVERED)
by the within named Flat)
Purchaser/s)
)
)
in the presence of)

Received of and from the withinnamed)
Flat Purchaser)
the sum of Rs...../-)
(Rupees.....)
.....Only))
vide Cheque bearing No.)
dated, drawn on)
BankBranch)
being the earnest money as)
withinmentioned to be by)
him/her/it/them paid to us) Rs._____-/-

WE SAY RECEIVED
For Saumya Buildcon Private Limited

Director/ Authorized Signatory