

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai on this _____ day
of _____ in the Year Two Thousand & _____;

BETWEEN

M/S. J. GALA ENTERPRISES [PAN: _____], a partnership firm registered under the provisions of Indian Partnership Act, 1932 bearing Registration No. BA-70799 and having its registered office at 267/71, Veermani Market, Narshi Natha Street, Masjid Bunder (W), Mumbai 400 009, hereinafter referred to as "**THE PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partner or partners of the said firm for the time being, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and its assigns) of the **One Part;**

Promoter

Allottee

AND

_____, an adult Indian Inhabitant
of _____ Mumbai, _____ residing _____ at _____

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

W H E R E A S:

(A) By an Indenture dated 26th February, 1992, registered with the office of Sub-Registrar of Assurances at Bombay under Sr. No. PBBE/ 560 of 1992 on 27th October, 2006 executed between Lilavati Lavji and two Ors., (trustees and executors under the Will & Testament dated 3rd August, 1959 of late Janbai Wd/o. Hansraj Vassonji) therein referred to as the Vendors, Smt. Lilavati Lavji therein referred to as the First Confirming Party, Smt. Vasuben Jivram & 7 Ors. therein referred to as the Second Confirming Party, Shreekant Lavji & Anr. therein referred to as the Third Confirming Party, Smt. Premila Madhubhai therein referred to as the Fourth Confirming Party, Smt. Nenbai therein referred to as the Fifth Confirming Party and the Promoter herein, therein referred to as the Purchasers, the Vendors therein with the consent and confirmation of the Confirming Parties thereto sold, transferred and conveyed unto the Purchasers therein, who are the Promoter herein; the property being all that piece or parcel of land or ground, hereditaments and premises of land bearing C.S. No. 1A/782, 2/783, 783, 784, 785 and 786 of Mazgaon Division popularly known as "Doctors Compound" situated at Dattaram Lad Marg, Chinchpokli (E), Mumbai 400 012 more particularly described in the Schedule thereunder written which is the same as set out in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as "**the said Property**") for the consideration and on the terms and conditions set out therein. Thus, the Promoter is the absolute owner of the said Property.

(B) On the said Property there existed various structures and the premises which were in use and occupation of the various tenants/occupants.

(C) The Promoter being desirous of re-developing the said Property under Regulation No. 33(7) r/w Appendix-III of the Development

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Control Regulations for Greater Mumbai, 1991 (hereinafter referred to as “DCR- 1991”) and/or any of the redevelopment/rehabilitation schemes, laws and rules enacted by the Government of Maharashtra from time to time; approached the tenants/occupants for their irrevocable consent for re-development of the said Property under the Regulation referred to above; and upon requisite consents being granted by the tenants/occupants the Promoter applied for; and were granted NOC by the Mumbai Building Repair & Reconstruction Board (hereinafter referred to as “MBRRB”) for re-development of the said Property vide its letter dated 24th November, 2006, which was duly revised on 30th April, 2014 on the terms and conditions set out therein.

- (D) Brihanmumbai Municipal Corporation (hereinafter referred to as “THE BMC”) approved lay-out plan of the said Property vide its letter dated 5th November, 2016.
- (E) The Promoter has undertaken to construct 05 buildings being Building Nos. 1, 2, 3, 4 and 5 in a phase-wise manner on different notionally sub-divided portions of the said Property.
- (F) The Promoter has constructed the Building Nos. 1, 2 and 3 known as _____, _____ and _____, all consisting of ground and nine upper stories on a portion totally admeasuring _____ Sq. Mtrs. forming part of the said Property as per the plans sanctioned by the BMC, which buildings are by and large for the purposes of providing rehabilitation/permanent alternate accommodation to the existing tenants/occupants in lieu of the original tenanted premises which was in their respective use and occupation.
- (G) The Promoter has constructed the Building No. 5 known as _____ comprising of two wings being Wing A and Wing B, each wing consisting of stilt + 03 upper parking floors + 4th to 32nd upper residential floors on a portion admeasuring 2088.68 Sq. Mtrs. forming part of the said Property as per the plans sanctioned by the BMC, which building is for the purposes of sale of the apartments therein in the open market.
- (H) Construction of Building Nos. 1, 2, 3 and 5 has been completed in all respects and the BMC has issued Occupation Certificates in respect of each of the said buildings.

Promoter

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- (I) The Promoter has registered separate co-operative housing societies of the allottees of apartments in the Building Nos. 1, 2, 3 and 5 on the said Property.
- (J) The Promoter has undertaken construction of the Building No. 4 consisting of Basement + Stilt/Ground Floor + 1st to 9th Parking Floors + 10th to 54th upper residential floors (with service and refuge area/floors at designated levels) on a portion admeasuring ____ Sq. Mtrs. forming part of the said Property as per the plans sanctioned by the BMC, which building shall contain partly the permanent alternate accommodation tenements to be allotted to the existing tenants/occupants in lieu of the original tenanted premises which were in their respective use and occupation, partly the tenements to be handed over to the MHADA by way of surplus area partly rehabilitation of tenements u/s 33(12) of the DCPR, 2034 and partly the apartments for sale in the open market (hereinafter referred to as **“the said New Building”**) as per the applicable provisions of the DCPR, 2034 and/or any other rule, regulation and law, as may be applicable from time to time. Construction of the said New Building so undertaken by the Promoter shall hereinafter be referred to as **“the Project”**. Notionally sub-divided portion of the said Property on which the Project is being developed is shown by yellow colour was on the lay-out plan annexed hereto as **Annexure “__”**.
- (K) The Promoter has entered into a standard agreement with Architect _____ registered with the Council of Architects (hereinafter referred to as **“the said Architect”**) and such agreement is as per the agreement prescribed by the Council of Architects.
- (L) The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the said New Building and the Promoter accepts the professional supervision of the said Architect and Structural Engineer till completion of the said New Building.
- (M) The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **“the said Act”**) with the Maharashtra Real Estate Regulatory Authority (hereinafter referred to as **“MahaRERA”**) under No. _____.

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- (N) BMC has sanctioned plans of the said New Building and issued I.O.D. vide letter bearing No. EB/2231/E/A/337/3/Amend dated 25th February, 2016 r/w Amended Plan Approval Letters of even No. dated 12th May, 2017 and 20th July, 2022.
- (O) BMC has also issued Commencement Certificate for the construction of the said New Building bearing No. EB/2231/E/A/CC/2/Amend dated 24.02.2023. The Promoter shall obtain the balance approvals from the BMC and other concerned authorities from time to time, so as to obtain Occupation Certificate for the said New Building.
- (P) While sanctioning plans of the said New Building the BMC and/or the Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project and the said New Building; and upon due observance and performance of which only the completion or occupation certificate in respect of the said New Building shall be granted by the BMC.
- (Q) Portion of the said Property on which the said New Building is being constructed being vacant and in possession of the Property, the Promoter has commenced construction of the said New Building in accordance with the sanctioned plans.
- (R) The Promoter has the sole and exclusive right to sell and dispose of the sale component apartments in the said New Building, to enter into agreements with the allottees of such apartments and to receive the sale price in respect thereof.
- (S) The Allottee applied to the Promoter for allotment of a residential Apartment No. _____ admeasuring ____ Sq. Ft. (RERA carpet) equivalent to ____ Sq. Mtrs. on the ____ floor of the said New Building as shown by red colour boundary lines on the plan annexed hereto as **Annexure “____”** (hereinafter referred to as **“the said Apartment”**) along with ____ covered car parking space(s) one at ____ level bearing no. _____ admeasuring ____ Sq. Ft. having ____ Ft. length X ____ Ft. breadth and ____ Ft. vertical clearance and the other at ____ level bearing no. _____ admeasuring ____ Sq. Ft. having ____ Ft. length X ____ Ft. breadth and ____ Ft. vertical clearance in the parking floors in the said New Building (hereinafter referred to as **“the said Car Parking Space”**). The said Apartment and the said Car

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Parking Space(s) have been more particularly described as **FIRSTLY** in the **SECOND SCHEDULE** hereunder written.

- (T) Carpet area of the said Apartment is ____ Sq. Ft. equivalent to ____ Sq. Mtrs. and “carpet area” means the net usable floor area of the said Apartment excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said Apartment.
- (U) On demand from the Allottee the Promoter has given inspection to the Allottee of all the documents of title relating to the said Property and the plans, design and specifications prepared by the said Architect and of such other documents as are specified under the said Act and the Rules and Regulations made thereunder.
- (V) Pursuant to negotiations between the parties, the Promoter has agreed to sell to the Allottee and the Allottee in turn has agreed to purchase and acquire from the Promoter the said Apartment for the consideration of Rs. ____/- (Rupees ____ Only) (plus applicable taxes) which includes Rs. ____/- (Rupees ____ Only) being the proportionate price of the common area and facilities appurtenant to the premises, the nature, extent and description of which are more particularly described as **SECONDLY** in the **SECOND SCHEDULE** hereunder written; **AND** ____ covered car parking space(s) one at ____ level bearing no. ____ admeasuring ____ Sq. Ft. having ____ Ft. length X ____ Ft. breadth and ____ Ft. vertical clearance and the other at ____ level bearing no. ____ admeasuring ____ Sq. Ft. having ____ Ft. length X ____ Ft. breadth and ____ Ft. vertical clearance in the parking floors in the said New Building for the consideration of Rs. ____/- (Rupees ____ Only) (plus applicable taxes), thus; the total aggregate consideration amount for the said Apartment including the said Car Parking Space is Rs. ____/- (Rupees ____ Only) (hereinafter referred to as “**the said Consideration Amount**”).
- (W) Prior to the execution of this Agreement the Allottee has paid to the Promoter a sum of Rs. ____/- (Rupees ____ Only) being part payment of the said Consideration Amount (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter

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the balance of the said Consideration Amount in the manner hereinafter appearing.

- (X) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws; are now willing to enter into this Agreement inter alia recording the terms and conditions agreed between them.
- (Y) Under Section 13 of the said Act the Promoter is required to execute a written agreement for sale of the said Apartment with the Allottee, being in fact these presents and also to register the same under the Registration Act, 1908.
- (Z) The Promoter has annexed to this Agreement the authenticated copies of the following documents:

Sr. No.	Particulars of Documents	Annexures
1.	Certificate of the title of the said Property issued by the Advocates of the Promoter	"A"
2.	Property Register Card	"B"
3.	Lay-out Plan	"C"
3.	I.O.D.	"D"
4.	Plan of the Apartment agreed to be purchased by the Allottee	"E"
5.	Commencement Certificate	"F"
6.	Registration Certificate under the RERA	"G"

- (AA) In accordance with the terms and conditions as mutually agreed upon by and between the Parties, which have been set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment and the said Car Parking Space(s).

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

1. **Incorporation of recitals:**
Statements and representations made by the parties, as enumerated in the recital clauses above form the basis of execution of this Agreement and an integral part thereof.

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2. **The Allottee's declaration:**

The Allottee declares that prior to the execution hereof, he/she has inspected all the documents of title relating to the said Property, approved plans, designs and specifications prepared by the Architect and all other documents as specified under the said Act and satisfied himself/herself about the Promoter's title to the said Property and their rights to develop the Project.

3. **Project Development:**

- 3.1 The Promoter shall develop the Project i.e. construction of the Building No. 4 consisting of Basement + Stilt/Ground Floor + 1st to 9th Parking Floors + 10th to 54th upper residential floors (with service and refuge area/floors at designated levels) on a portion admeasuring ____ Sq. Mtrs. forming part of the said Property bearing C.S. No. 1A/782, 2/783, 783, 784, 785 and 786 of Mazgaon Division popularly known as "Doctors Compound" situated at Dattaram Lad Marg, Chinchpokli (E), Mumbai 400 012, which portion is shown by yellow colour wash on the lay-out plan annexed hereto as Annexure "A" in accordance with plans, designs and specifications approved by the BMC 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 said Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
- 3.2 The said New Building shall contain partly the permanent alternate accommodation tenements to be allotted to the existing tenants/occupants in lieu of the original tenanted premises which were in their respective use and occupation, partly the tenements to be handed over to the MHADA by way of surplus area, partly the tenements for rehabilitation u/s 33(12) of the DCPR, 2034 and partly the apartments for sale in the open market, as per the applicable provisions of the DCPR, 2034 and/or any other rule, regulation and law, as may be applicable from time to time.
- 3.3 The Promoter shall be at liberty to exercise their right under the MHADA Act, 1976 viz. to monetarily compensate the MHADA instead of handing over to it the tenements in the said New Building as and by way of surplus area; and thereby appropriate the surplus area tenements for themselves in the manner the Promoter deems appropriate. The Allottee hereby confirms, admits and acknowledges such right of the Promoter and

Promoter

Allottee

undertakes not to raise any objection against the Promoter exercising the said right.

4. **Agreement for sale & consideration:**

Subject to the terms and conditions herein contained, the Promoter hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase from the Promoter:

(i) the said Apartment No. _____ admeasuring ____ Sq. Ft. (RERA carpet) equivalent to ____ Sq. Mtrs. on the ____ floor of the said New Building which is more particularly described as **FIRSTLY** in the **SECOND SCHEDULE** hereunder written and shown by red colour boundary lines on the plan annexed hereto as **Annexure “_____”** (hereinafter referred to as **“the said Apartment”**) for the total consideration of Rs. _____/- (Rupees _____ Only) (plus applicable taxes including GST) including Rs. _____/- (Rupees _____ Only) being the proportionate price of the common area and facilities appurtenant to the premises, the nature, extent and description of the of which are more particularly described as **SECONDLY** in the **SECOND SCHEDULE** hereunder written; and

(ii) _____ covered car parking space(s) one at _____ level bearing no. _____ admeasuring _____ Sq. Ft. having _____ Ft. length X _____ Ft. breadth and _____ Ft. vertical clearance and the other at _____ level bearing no. _____ admeasuring _____ Sq. Ft. having _____ Ft. length X _____ Ft. breadth and _____ Ft. vertical clearance in the said New Building (hereinafter referred to as **“the said Car Parking Space”**) for the consideration of Rs. _____/- (Rupees _____ Only) (plus applicable taxes);

thus; the total aggregate consideration amount for the said Apartment and said Car Parking Space is Rs. _____/- (Rupees _____ Only).

5. **Payment Plan of the Consideration Amount**

5.1 The Allottee hereby agrees to pay to the Promoter the Consideration Amount i.e. Rs. _____/- (Rupees _____ Only) in the following manner:

	Payment	%age	Stage of payment
(1)	Rs. _____/-	10%	on or before execution of this Agreement.
(2)	Rs. _____/	20%	after the execution of this Agreement.

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(3)	Rs. ____/	15%	on completion of plinth.
(4)	Rs. ____/	5%	on completion of the ____ slab.
(5)	Rs. ____/	5%	on completion of the ____ slab.
(6)	Rs. ____/	5%	on completion of the ____ slab.
(7)	Rs. ____/	5%	on completion of the ____ slab.
(8)	Rs. ____/	5%	on completion of the ____ slab.
(9)	Rs. ____/	5%	on completion of the walls, main door and windows of the said Apartment.
(10)	Rs. ____/	5%	on completion of the lobbies up to the floor of the said Apartment.
(11)	Rs. ____/	5%	on completion of external plumbing and external plaster, elevation, terrace with water-proofing of the said New Building.
(12)	Rs. ____/	10%	on completion of the lifts, water pumps, electrical fittings, fire-fighting equipments and entrance lobby of the said New Building.
(13)	Rs. ____/	5%	against and at the time of handing over the possession of the Apartment to the Allottee.

(hereinafter referred to as “**the Payment Plan**”).

5.2 The Allottee has paid on or before execution of this Agreement, a sum of Rs. ____/- (Rupees ____ Only) (not exceeding 10% of the Consideration Amount) as advance payment or application fee (payment and receipt whereof the Promoter doth hereby admit and acknowledge).

5.3 The Allottee shall make all payments, on demand by the Promoter, through A/c Payee cheque/demand draft in favour of “____” payable at Mumbai or online payment (as applicable).

5.4 While making payment of each installment of the Consideration Amount Income Tax at the prevailing rate of tax (i.e. TDS) shall be deducted from the amount of each installment and paid to the credit of the government within prescribed time limit. Credit for

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the said TDS will be given to the Allottee only after the same is reflected in Form No. 26AS of the Promoter. Compliance of the same shall be sole responsibility of the Allottee; and he/she/they alone shall be liable for any defaults in making the said payments.

- 5.5 The Consideration Amount excludes taxes, consisting of tax paid or payable by the Promoter by way of Value Added Tax (VAT), Service Tax, GST, cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter up to the date of handing over the possession of the Apartment to the Allottee. The Allottee shall be liable to bear and pay the said taxes in addition to the Consideration Amount and shall pay the same on pro-rata basis along with payment of each installment of the Consideration Amount.
- 5.6 The Consideration Amount is escalation-free, save and except increases which the Allottee hereby agrees to pay; and the same includes without limitation, increase on account of development charges payable to the BMC and/or any Competent Authority, any other increase in charges which may be levied or imposed by the BMC and/or any Competent Authority from time to time.
- 5.7 While raising a demand on the Allottee for increase in Development Charges, cost/charges imposed by the BMC, Competent Authorities etc. the Promoter shall enclose the relevant notification/order/rule/regulation issued in that behalf to that effect along with the demand letter being issued to the Allottee.
- 5.7 The Promoter shall charge the Allottee separately for any upgradation/changes specifically requested or approved by the Allottee in fittings, fixtures and specifications and any other facility which have been done on the Allottee's request or approval but which have not been agreed upon herein or as shown in the website of the Real Estate Regulatory Authority.
- 5.8 The Promoter shall, on due date/or on reaching aforesaid construction milestones/stages, intimate in writing or by digital e-mail to the Allottee the amount payable by him/her/them to the Promoter and the Allottee shall make payment of such due amount to the Promoter within 07 (seven) days from date of receiving such intimation. The Allottee specifically agrees that he/she/they shall pay the amount payable under each installment along with the

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VAT, Service Tax, GST, cess and such other taxes, cesses, charges etc. without any delay.

5.9 The Promoter may allow, in their sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ ___% 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 the Allottee by the Promoter.

5.10 The Allottee 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 their sole discretion deem fit and the Allottee undertakes not to object or demand or direct the Promoter to adjust his/her/their payments in any manner.

6. Interest on unpaid due amount:

6.1 Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, in case of delay in payment, the Allottee shall be bound and liable to pay interest as per State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum, with monthly rests, on all the amounts which become due and payable by the Allottee to the Promoter till the date of actual payment.

6.2 However, tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter.

6.3 The amount of interest may be informed to the Allottee from time to time or on completion of the Project/New Building. The Allottee agrees to pay the same as and when demanded and before the possession of the said Apartment.

7. Observation of conditions imposed by the BMC and other authorities:

7.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the BMC which is the Planning Authority, by the State and/or Central Government in their various Department at the time of sanctioning the plans or any time

Promoter

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thereafter or at the time of granting Occupation Certificate and/or Completion Certificate.

- 7.2 The Promoter shall before handing over possession of the said Apartment to the Allottee, obtain from the BMC Occupation Certificate (in part for the portion of the said new building including the said apartment or in full) in respect thereof.
- 7.3 Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said Apartment until the Allottee has paid to the Promoter all the dues payable under this Agreement in respect of the said Apartment to the Promoter, including the necessary maintenance amount/deposits, VAT, Service Tax, GST, Cess and other taxes payable under this Agreement.

8. Disclosure as to Floor Space Index (FSI):

- 8.1 The Promoter hereby declares that the Floor Space Index (FSI) available as on date in respect of the Project is ___ Sq. Mtrs. only, which includes FSI available on payment of premium or FSI available as incentive FSI by implementing various schemes as mentioned in the DCPR-2034 . The Promoter has currently planned to utilize the said FSI for construction of the said New Building.
- 8.2 If before grant of Occupation Certificate, FSI admissible on the said Property increases due to modifications in the applicable provisions of the DCPR- 2034, then such increased FSI will belong to the Promoter and the Promoter shall be entitled to utilize the same in the manner they deem appropriate. The 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 said declared FSI and on the understanding that the proposed FSI/increased FSI shall belong to Promoter only.
- 8.3 In either of the eventualities specified in the foregoing clause (8.1) and (8.2) the Promoter shall not exceed construction of the said New Building beyond 54 (fifty-four) floors as approved by the BMC. Increased FSI, if becomes available in the manner provided above, then the Promoter shall be entitled to utilize the same in the manner they deem appropriate, including without limitation transferring the same for loading on any other plot in accordance

Promoter

Allottee

with the applicable provisions of the DCPR-2034, without requiring the Allottee's prior consent for the same.

- 8.4 Allottee agrees and confirms that execution of this agreement by him/her/them constitutes his/her/their informed consent for utilization of any increased FSI by the Promoter in the manner specified hereinabove.

9. Disclosure and investigation of marketable title:

- 9.1 The Promoter has made full and true disclosure of the title of the said Property as well as encumbrances, if any, known to the Promoter in the title report of the advocate.
- 9.2 The Promoter has also disclosed to the Allottee the nature of their right, title and interest or right to construct said New Building.
- 9.3 Prior to the execution of this Agreement, the Promoter has also given inspection of all documents to the Allottee as required by the said Act.
- 9.4 The Allottee, after having acquainted himself/herself/themselves with all the facts and right of the Promoter and after satisfaction of the same, has entered into this Agreement.

10. Specifications and amenities:

- 10.1 The specifications and amenities that the Promoter has agreed to provide in the said New Building and the said Apartment are those that are set out in the **THIRD SCHEDULE** hereunder written.
- 10.2 In the Project a multi storied building is under construction and considering necessity to maintain the stability of the building and internal structures, the Allottee shall not make any internal changes such as civil, electrical, plumbing etc. during construction and till issuance of full occupation certificate for the said New Building. If the Allottee makes any such changes after receiving possession of the said Apartment, he/she/they shall do so only after obtaining prior permission from the BMC and/or the Project Management Consultant/Property Management Consultant, as the case may be. If the Allottee makes such changes without the BMC's prior permission, then the Promoter shall be entitled to remove such changes and restore the said Apartment as per the sanctioned plan; which the Promoter shall do at the entire costs, risk and responsibility of the Allottee.

Promoter

Allottee

11. Compliance of laws relating to remittances:

- 11.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including those related to remittance of payment acquisition/sale/transfer of immovable properties in India etc.
- 11.2 The Allottee shall provide to the Promoter copies of such permission, approvals etc. which would enable the Promoter to fulfill their obligations under this Agreement.
- 11.3 Any refund, transfer of security, if provided in terms of this agreement, shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law.
- 11.4 The Allottee understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter duly indemnified and harmless with regard to his/her/their undertakings as above.
- 11.5 Whenever there is any change in the residential address of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws.
- 11.6 The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

12. Possession of the said Apartment:

- 12.1 The Promoter shall give possession of the said Apartment to the Allottee on or before _____.

Promoter

Allottee

- 12.2 However, the Promoter shall be entitled to reasonable extension of time for giving possession of the Apartment on the aforesaid date, if completion of the said New Building is delayed on account of:
- (a) War, civil commotion or act of God;
 - (b) Any notice, order, rule, notification of the Government and/or other public or competent authority or court.

13. Procedure for giving/taking possession:

- 13.1 The Promoter, within 07 days of receiving Occupation Certificate from the BMC, shall offer in writing possession of the said Apartment to the Allottee and instructing him/her/them to take possession thereof within 15 days from the date of receipt of intimation.
- 13.2 Upon receipt of intimation as referred to above, the Allottee shall inspect the said Apartment in all respects so as to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of said Consideration Amount and dues to the Promoter as per terms and conditions of this Agreement and take the possession of the said Apartment within 15 days from the date of receipt of written intimation by him/her/them. The Allottee agrees to sign and execute necessary indemnities, undertakings and such other documentation as prescribed in this Agreement at the time of taking possession of the said Apartment.
- 13.3 The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter.
- 13.4 The Allottee agrees to pay maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said Apartment, from the date on which the time granted to him/her/them to take possession lapses or from the date on which he/she/they take possession of the said Apartment, whichever is earlier.
- 13.5 The Promoter shall not be responsible for providing amenities and services other than those which are specifically mentioned in this Agreement. Wherever it is the responsibility of the Allottee to apply and get any amenities and/or services, the same shall be undertaken by the Allottee only; and the Promoter shall not be responsible for the same.

Promoter

Allottee

13.6 If the Allottee fails or commits delay in taking possession of said Apartment within the time provided in clause (13.2) above, then also the Allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said Apartment. Further, in such event, the Promoter shall not be liable for the maintenance, wear and tear of the said Apartment.

14. Use of the said Apartment:

The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for the purpose of residence. Further the Allottee shall use the said Parking Space(s) for parking his/her/their own motor vehicles only.

15. Time being the essence of contract:

15.1 Time is essence for the Promoter as well as the Allottee.

15.2 The Promoter shall abide by the time schedule for completing the Project and handing over the Apartment to the Allottee; and the said New Building with the common areas to the association of the allottees after receiving the Occupation Certificate from the BMC.

15.3 Similarly, the Allottee shall make timely payments of the installment of the said Consideration Amount and other amounts payable by him/her/them; and shall also comply with in timely manner the other obligations under this Agreement, SUBJECT HOWEVER to the simultaneous completion of construction by the Promoter as per plan agreed herein.

16. Consequences of the Parties' failure to adhere to the agreed time schedule:

16.1 If the Promoter fails to abide by the time schedule for completing the Project, including extension(s) granted by the MahaRERA which is specified in clause (12) above; and handing over possession of the said Apartment to the Allottee within that time then the Promoter shall pay to the Allottee, if he/she/they does not/do not intend to withdraw from the Project, interest as specified in Rule 18 of the Maharashtra Real Estate (Regulation & Development) (Regulation of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rule, 2017 framed under the said Act (hereinafter referred to as

Promoter

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“the said Rules”) on all amounts paid by the Allottee, for every month of delay till handing over possession of the said Apartment.

16.2 If the Promoter fails or neglects to give possession of the said Apartment to the Allottee within the agreed timeline as per clause (12) above on account of the reasons beyond their control and of their agents; and if the Allottee opts to withdraw from the Project then the Promoter shall refund to the Allottee the installments of the said Consideration Amount till then received together with interest as specified in the said Rules.

16.3 If the Allottee fails to make payment of installments of the said Consideration Amount within the agreed timeline, then the Allottee shall pay to the Promoter interest as specified in the said Rules on all the delayed payments from the date on which they are payable till the date of payment thereof.

16.4 Without prejudice to the Promoter’s right to charge interest in terms of clause (16.3) 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/their proportionate share of taxes levied by the BMC and other outgoings) and on the Allottee committing 03 (three) defaults of payment of installments, the Promoter shall, at their option may terminate this Agreement.

PROVIDED THAT the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post (AD) at the address provided by the Allottee or by mail at the e-mail address provided by the Allottee, of the Promoter’s intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this 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 the 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 liquidated damages and or any other amount which may be payable to the Promoter) within a period of 30 (thirty) days of the termination, the installments of the said Consideration Amount which may till then have been paid by the Allottee to the Promoter.

AGREED liquidated damages shall mean and include Amounts such as:

Promoter

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- i) 10% of the Purchase Price (which is to stand forfeited to the Promoter upon the termination of this Agreement);
- ii) The taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Apartment up to the date of termination of this Agreement;
- iii) Processing fee and brokerage paid if any etc. in respect of the said Apartment;
- iv) The amount of interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- v) Pre-EMI interest, if any, paid by the Promoter on behalf of the Allottee/s under a particular scheme;
- vi) In the event of the resale price of the said Apartment to a prospective purchaser is less than the Purchase Price mentioned herein, the amount of such difference; and
- vii) The costs incurred by the Promoter in finding a new buyer for the said Apartment. The Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded and upon the termination, the Allottee/s hereby agree to forgo all their right, title and interest to immediate ejection as trespassers. The decision of the Promoter in this respect shall be final and binding upon the Purchaser, which the Allottee/s agrees and undertakes not to dispute in any manner whatsoever.

16.5 On termination of this Agreement pursuant to the foregoing provisions, the Parties shall execute between them a Deed of Cancellation of this Agreement and shall register the same under the Indian Registration Act, 1908 within the time period stipulated above. Stamp Duty, Registration Fee and costs incidental to registration of such Deed of Cancellation shall be borne and paid by the Allottee. Refund of the Consideration Amount to the Allottee shall be made simultaneously with registration of the Deed of Cancellation.

17. Voluntary termination of the Agreement by the Allottee:

17.1 For whatsoever reason, if the Allottee, without any default or breach on his/her/their part and/or on the Promoter's part, desires to terminate this Agreement/transaction in respect of the said Apartment, then the Allottee shall issue a prior written notice to the Promoter inter alia disclosing the Allottee's such intention. On receipt of such written notice the Promoter shall be entitled to deal with the said Apartment with prospective buyers.

Promoter

Allottee

17.2 After receipt of the notice as per clause (17.1) above, the Promoter shall issue to the Allottee a 15 days' notice in writing inter alia calling upon the Allottee to execute and register a Deed of Cancellation of this Agreement. Only upon the execution and registration of such Deed of Cancellation the Promoter shall refund to the Allottee (subject to adjustment and recovery of the agreed liquidated damages @ 10% of the Consideration Amount and any other amount which may be payable to the Promoter) within a period of 30 (thirty) days of registration of the Deed of Cancellation, the installments of the said Consideration Amount which may till then have been paid by the Allottee to the Promoter; and the refund shall be without any interest.

17.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said Apartment between the Promoter and Allottee is terminated as stated in clause (16.3) and (17.1) above, then all the instruments under whatsoever head executed between the parties hereto in respect of the said Apartment, shall stand automatically cancelled and either party shall have no right, title, interest or claim against each other except as provided hereinafter.

18. Defect liability:

If within a period of 05 (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 in the said New Building or any defects on account of workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement for Sale, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case if 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 said Act.

19. Formation of Co-operative Housing Society:

19.1 The Promoter has already formed and registered co-operative housing societies of the apartments/tenements owners in the Building Nos. 1, 2, 3 and 5 (hereinafter referred to as "**the said Existing Societies**").

19.2 The Promoter will form a composite co-operative housing society of all the apartment owners in the said New Building OR two

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separate co-operative housing societies i.e. one of the allottees of tenements in the portion of the said New Building which are presently earmarked for handing over to the original tenants/occupants as their permanent alternate accommodations and to the MHADA as surplus area; and the other of the purchasers/allottees of the sale component apartments (hereinafter referred to as **“the Proposed Society/ies”**). Decision in that behalf will be taken by the Promoter only. As provided in in Rule (8) of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction etc.) Rules, 1964 (which is the local law as contemplated in Section 11(4)(e) of the said Act), the application to register the Proposed Society/ies will be submitted to the Registrar of the Co-operative Societies within a period of 04 (four) months from the date on which the minimum number of persons required to form such society/ies have taken apartments.

- 19.3 The Allottee herein along with the allottees of other apartments in the said New Building shall join in forming and registering such Proposed Society/ies to be known by such name as the Promoter may decide.
- 19.4 The Allottee herein for the purpose of formation and registration of the Proposed Society/ies shall also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Proposed Society/ies, including the bye-laws thereof; and duly fill in, sign and return to the Promoter within 07 (seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register such Proposed Society/ies.
- 19.5 No objection shall be raised by the Allottee if any changes or modifications are made in the draft bye-laws of such Proposed Society/ies, as may be required by the Registrar of Co-operative Societies or any other competent authority.
- 19.6 The Allottee shall be bound to sign from time to time all papers and documents and to do all acts as the Promoter may require him/her/them to do for safeguarding the interest of the Promoter and other apartment owners in the said New Building.
- 19.7 As provided in Rule 9(ii) of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and

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Disclosure on Website) Rules, 2017 the Promoter shall within 03 (three) months from the date of receipt of Full Occupation Certificate of the last of the buildings on the said Property submit an application to the Registrar of the Co-operative Societies for formation and registration of a Federation/Apex Body of all the Societies on the said Property.

20. Conveyance of the said New Building and the said Property:

20.1 As provided in in Rule (9) of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction etc.) Rules, 1964 (which is the local law as contemplated in Section 17(1) of the said Act), the Promoter shall (subject to their right to dispose of the remaining apartments, if any), within 04 (four) months from the date of registration of the Proposed Society/ies as defined above, transfer to such registered Society/ies all the right, title and the interest of the Promoter in the structure of the said New Building.

20.2. The Promoter shall, within 03 (three) months of registration of the Federation/Apex Body of all the Societies on the said Property or Limited Company, as aforesaid, transfer to the Federation/Apex Body all the right, title and the interest of the Promoter in the project land on which the building with multiple wings or buildings are constructed.

20.3 At the time of registration of the Deeds of Conveyance as referred to above in clause (20.1) and (20.2) the Allottee shall pay to the Promoter his/her/their share of the stamp duty, registration charges and all other incidental and legal expenses etc. payable respectively by the Society and the federation/apex body of the societies on such Deeds of Conveyance.

20.4 At the time of execution of the conveyance as per the foregoing clauses, if there are any unsold apartments in the said New Building, which the Promoter alienates after the execution of the conveyance, then the registered Society shall admit allottees/purchasers of such unsold apartments as its members without charging any transfer fee or premium or monetary consideration under any other nomenclature, save and except the amounts as mentioned in clause (23.1)(i) and (23.1)(ii) below.

21. Handing over of documents, plans etc.:

21.1 After obtaining the Occupation Certificate for the said New Building and after handing over physical possession of apartments in the New Building to the respective allottees, it shall be the

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responsibility of the Promoter to hand over the necessary documents including without limitation sanctioned plans, permissions, approvals etc. pertaining to the said New Building to the registered Society of the allottees of the tenements/apartments therein.

21.2 The responsibility of title of the said Land and the said New Building shall be on the Promoter up and until conveyance of the said Property and the said New Building is offered to the Society in the manner provided in clause (20) above.

22. Payment of taxes, cesses, outgoings etc.:

22.1. Upon expiry of 15 day from the date of receipt of intimation as per clause () above to take possession of the said Apartment (irrespective whether the Allottee takes or not possession of the said Apartment in pursuance to such intimation), his/her/their liability to bear and pay the proportionate share of all municipal taxes and maintenance charges in respect of the said New Building (on pro-rata basis i.e. in proportion to the carpet area of the said Apartment) shall commence.

22.2. Municipal taxes as described above shall include property tax, water tax, sewerage tax, betterment charges etc. as may be levied by the BMC; and the maintenance charges shall include, without limitation insurance of the said New Building, common lights, repairs and salaries of clerk, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the common amenities and facilities that will be provided with respect to the said Apartment and the said New Building (hereinafter collectively referred to as **“the said outgoings”**).

22.3. The Allottee agrees and undertakes that in the event possession of the said Apartment is taken by him/her/them prior to installation of individual electric meters in respect of the said Apartment, then the Allottee shall be liable to pay the charges for the electricity and also for water consumption on ad-hoc basis.

22.4. Till the Allottee's share in the said outgoings is determined, he/she/they shall pay to the Promoter provisional monthly contribution of Rs. ____/- (Rupees ____ Only) (plus GST as applicable) per month towards the said outgoings and shall further pay additional amounts (towards actual expenses, on the basis of actual bills when received) as may be demanded by the Promoter.

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22.5. The Allottee shall pay the said outgoings punctually, regularly and without any default on or before the 10th day of each English Calendar quarter.

22.6. The monthly amount of the said outgoings as contributed by the Allottee shall not carry any interest and remain with the Promoter until a conveyance of the said New Building is executed in favour of the registered Society. On such conveyance being executed for the structure of the said New Building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the registered Society.

22.7. Notwithstanding anything to the contrary stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on the Allottee only. If for whatsoever reason the Recovering Authority recovers the same from the Promoter, then in such circumstances the Promoter shall be entitled to recover the same from the Allottee along with interest thereon. The Allottee herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said Apartment being first encumbrance of the Promoter. The Allottee herein with due-diligence has accepted the aforesaid condition.

22.8. Maintenance charges (as defined in clause (22.2) above) shall not be levied on the unsold apartments; and the same shall be charged only on the sold apartments on pro-rata basis.

23. Additional deposits by the Allottee with the Promoter:

23.1 The Allottee shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the following amounts:

- (i) Rs. ____/- (Rupees ____ Only) for share money, application entrance fee of the Society/Federation/Apex Body of the Societies;
- (ii) Rs. ____/- (Rupees ____ Only) for formation and registration of the Society;
- (iii) Rs. ____/- (Rupees ____ Only) for proportionate share of taxes and other charges/levies in respect of the Society/Federation/Apex Body;

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- (iv) Rs. ____/- (Rupees ____ Only) for deposit towards provisional monthly contribution towards outgoings of the Society/Federation/Apex Body;
- (v) Rs. ____/- (Rupees ____ Only) for deposit towards Water, Electric and other utility and service connection charges; and
- (vi) Rs. ____/- (Rupees ____ Only) for deposits of electrical receiving and sub-station provided in the lay-out.

23.2 The Allottee shall pay to the Promoter a sum of Rs. ____/- (Rupees ____ Only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocate of the Promoter in connection with formation of the Society and the Federation/Apex Body; and for preparing their rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

23.3 The Allottee shall pay GST, if any, at the applicable rate on the above payments.

23.4 Before starting interior work of the said Apartment, the Allottee shall pay to the Promoter a sum of Rs. 5,00,000/- (Rupees Five Lakh Only) by way of interest free refundable building protection deposit. The amount will remain deposited with the Promoter until the Allottee completes interior work of the said Apartment and issues intimation thereof to the Promoter. Upon receiving such intimation, the Developer shall refund to the Allottee the said building protection deposit after deducting therefrom the damage, if any, caused to the said Building – internally and externally, during the Allottee's interior work of the said Apartment. Promoter's decision on the quantification of damage shall be final and not disputed by the Allottee.

24. Representations and warranties of the Promoter:

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

- (a) The Promoter has clear and marketable title to the said Property; as declared in the title report annexed to this Agreement. Further, the Promoter has the requisite rights to carry out redevelopment on the said Property and also has actual, physical and legal possession of the said Property for

Promoter

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the implementation of the Project;

- (b) The Promoter has lawful rights and requisite approvals from the BMC and other competent authorities to carry out redevelopment of the said Property and shall obtain requisite approvals from time to time to complete the said redevelopment;
- (c) There are no encumbrances on the said Property or on the Project;
- (d) There are no litigations pending before any Court of law with respect to the title of the said Property or the Project whereby the Promoter is prevented from implementing the Project;
- (e) All approvals, licenses and permits issued by the competent authorities with respect to the Project 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 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;
- (f) 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;
- (g) 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 said Property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (h) The Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (i) At the time of execution of the Deed of Conveyance of the said New Building and the said Property respectively to the

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registered Society and to the Federation/Apex Body, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the said New Building to the registered Society;

- (j) 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 Land and the Project to the competent Authorities till completion of the Project;
- (k) 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 Land) has been received or served upon the Promoter.

25. Covenants as to use of said Apartment:

25.1 The Allottee for himself/herself/themselves with the intent to bring in all persons, into whosoever hands the said Apartment may come, doth hereby covenant with the Promoter as follows:

- (a) To maintain the said Apartment at the Allottee's own cost in good tenable and repaired condition from the date on which possession of the said Apartment is offered and not to do or suffer to be done anything in or to the said New Building, which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make additions in or to the said Apartment and/or the said New Building in contravention of any law, regulations and rules.
- (b) Not to store in the said Apartment, any goods which are of hazardous, combustible or of dangerous nature or so heavy to damage the construction or structure of the said New Building or storage of which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the said New Building, including entrances of the said New Building or to the said Apartment on account of negligence or default of the Allottee in this behalf. The Allottee shall be liable for the consequences of the breach.

Promoter

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- (c) To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition state and order in which it was offered by the Promoter to the Allottee and not to do or cause to be done anything in or to the said New Building or the said Apartment which may be against the rules, regulations and bye-laws of the concerned local authority or other public authority. And 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.
- (d) Not to demolish or cause to be demolished the said Apartment or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, not to make any alteration in the elevation and outside colour scheme of the said New Building and to keep the partition walls, sewers, drains, pipes in the said Apartment and appurtenances thereof in good, tenantable and repaired condition, and in particular, so as to support shelter and protect the other parts of the said New Building and not to chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Paris or other structure members, water-proofing in the bathrooms and toilets, damage to dead walls in the said Apartment without the prior written permission of the Promoter and/or the said Society. Indulgence in the above acts Apartment without taking the prior written permission of the Promoter and/or the said Society, will render the defect liability clause void.
- (f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said New Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Land and the said New Building.

Promoter

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- (h) To pay to the Promoter within seven days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said New Building.
- (h) To bear and pay any increase in local taxes, water charges insurance and such other levies, if any, which are or may be imposed by the concerned local authority and/or Government and/or other public authority on account of any permitted unauthorized change of user of the said Apartment by the Allottee viz. user for any purposes other than the purpose of residence, it being expressly understood that any such payment shall not prejudice the rights of the Promoter or of the Association of Apartment Owners to be formed against the Allottee for any such unauthorized change of user.
- (j) Not to let, sub-let, transfer, assign or part with his/her/their interest or benefit factor of this Agreement or part with possession of the said Apartment without the prior written permission of the Promoter until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement.
- (k) To observe and perform all the rules and regulations which the said Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said New Building and the said Apartment and other apartments therein and for the observances 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.
- (l) To observe and perform all the stipulations and conditions laid down by the registered Society regarding the occupation and use of the said Apartment and to pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

Promoter

Allottee

- (m) To permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property and the said New Building or any part thereof for the purpose of repairing any part of the said New Building and for laying cables, water covers, fittings, wires and other conveniences for the said New Building and also for repairing, maintaining and servicing the same and other services for the said New Building and also for the purpose of cutting off the supply of water or other services to the Apartment or any other premises in the said New Building in respect whereof the concerned allottee or the occupier thereof shall have committed default in payment of his/her /their share of Municipal rates and taxes, water taxes, electric charges and other outgoings till the conveyance of the said Property and the said New Building.
- (n) To maintain the front elevation and the side and rear elevations of the said Apartment in the same form and not at any time alter the said elevation in any manner.
- (o) not to change the colour scheme of the façade of said New Building abutting the said Apartment.
- (p) not to fix any grills of any sort on the windows of the said Apartment.
- (q) not to alter dimensions of the windows of the said Apartment i.e. converting the provided windows into French windows or vis-à-vis.
- (r) not to grow any plants and/or keep planters on the window sills and/or elevated portions of the window grills and more particularly on chajja projections.
- (s) not to use the chajja projections for storage or dumping purposes.
- (t) to always keep the window portions in neat and clean condition.
- (u) to keep the open passage outside the said Apartment in clean and neat condition.

Promoter

Allottee

- (v) not to keep shoes, sandals, dustbins etc. in the open passage outside the said Apartment and/or on the staircase and/or in the staircase landing.
- (w) to take every possible care and precaution to maintain the exterior of the said Apartment, the said New Building and its surrounding in beautiful, clean and neat condition.
- (x) Not to raise any claim over the common areas such as open spaces, parking spaces (save and except those which are allotted to the Allottee), lobbies, staircases, lifts, terraces, society office, meter rooms, pump rooms, servants' toilets, security cabins etc., which shall always remain the property of the Association of Apartment Owners.

25.2 The Allottee hereby agrees to adhere to and abide by the following conditions, while carrying on interior work of the said Apartment:

- (a) To engage and avail services of the Promoter appointed PMC for the first 5 years from the date of occupation certificate or from the date of possession whichever is earlier.
- (b) To engage and avail services only of the Promoter empanelled and/or PMC approved/empanelled contractors, vendors and agencies for carrying out the works of fire-fighting, plumbing, HVAC and waterproofing while carrying out the fit-out work of the said Apartment.
- (c) Not to make use of the passenger lift for carrying any material, goods, articles etc. as well as labour, in or to the said Apartment and to use the lift specifically provided for the same;
- (d) Not to store any material, goods, articles, debris etc. outside the said Apartment, in the passages, in the staircase landing and/or in the open spaces in the compound of the said New Building;
- (e) To dispose of all debris, left-over materials etc. immediately, without any delay and to ensure maintenance of cleanliness around the said Apartment and the said New Building;

Promoter

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- (f) Not to cause any nuisance and/or annoyance to other occupiers of the said New Building while carrying on interior work;
- (g) Not to carry on interior work after 7:00 p.m. and not to allow the labour to stay overnight in the said Apartment;
- (h) To rectify at his/her/their costs, damages, if any caused to the lift, staircase, walls or external finished works or any premises in the New Building etc. while carrying out interior decoration work of the said Apartment;
- (i) To pay charges for the electricity consumed for carrying out interior decoration work, before installation of individual electric meters at the rate as may be fixed by the Promoter and communicated to the Allottee.

26. Name of the New Building:

26.1 Notwithstanding anything contained anywhere in this Agreement, it is specifically agreed between the parties hereto that, the Promoter has decided to have the name of the said New Building as "_____" and further to erect or affix Promoter's name board with logo at suitable places as decided by the Promoter on the said New Building and/or at the entrances of the same.

26.2 The allottees are not entitled to change the said name of the said New Building and/or to remove or alter Promoter's name board in any circumstances. Further, the registered Society shall maintain the said name board at the registered Society's costs. This condition is essential condition of this Agreement.

27. Separate account for sums received:

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 Proposed Society/ies, Federation/Apex Body or towards the outgoings, legal charges etc. and shall utilize the amounts only for the purposes for which they have been received.

28. Measurement of the carpet area of the said Apartment:

28.1 The Promoter shall confirm the final carpet area of the said Apartment after the construction of the said New Building is complete and the Occupation Certificate is granted by the BMC,

Promoter

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by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent).

28.2 The total price payable for the carpet area shall be recalculated upon confirmation by the said Architect. If there is any reduction in the carpet area exceeding the defined limit then the Promoter shall refund the excess money paid by Allottee within 45 (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 exceeding the defined limit, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan.

28.3 All the aforesaid monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

29. Payment of brokerage:

In case the transaction being executed by this Agreement between the Promoter and the Allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/commission/brokerage to the said registered real estate agent, shall be paid by the _____ in accordance with the agreed terms of payment.

30. Restrictive covenant:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said Land and the said New Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her/them and all open spaces, lobbies, staircases, terraces, recreation spaces will remain the property of the Promoter until the said Land is conveyed and transferred to the Federation/Apex body of all the co-operative societies of the buildings on the said Property; and until the said New Building is conveyed and transferred to the Proposed Society/ies as specified in clause (20) above.

31. Promoter shall not mortgage or create a charge:

After the Promoter executes this Agreement they shall not mortgage or create a charge on the said 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,

Promoter

Allottee

such mortgage or charge shall not affect the right and interest of the Allottee.

32. Binding effect:

32.1 Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or 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 hereof by the Allottee and secondly appears for registration of the same before the concerned sub-registrar as and when intimated by the Promoter.

32.2 If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 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 days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection herewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever after deducting therefrom the amount as mentioned in clause (9) of the Allotment Letter.

33. Entire agreement:

This Agreement, along with its schedules, 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.

34. Right to amend:

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

35. Provisions of this Agreement applicable on the Allottee/subsequent allottees:

35.1 It is clearly understood and 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

Promoter

Allottee

applicable to and enforceable against any subsequent allottees of the said Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

35.2 The Allottee agrees that he/she/they shall not object to any easement rights that need to be given to any person in and around the Project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the Promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottee to the Promoter for the same; save and except his/her/their right to enjoy and use the said Apartment and any other rights given by the Promoter to the Allottee for which consideration has been dispensed.

36. Severability:

If any provision of this Agreement shall be determined to be void or unenforceable under the said 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 the said 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.

37. Method of calculation of proportionate share wherever referred to in this Agreement:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with the other allottees in the said New Building, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the apartments in the said New Building.

38. Further assurances:

Both the Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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

Promoter

Allottee

herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

39. Waiver not a limitation to enforce:

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

39.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

40. Notices:

40.1 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 at their respective addresses and notified e-mail addresses as specified below:

For the Promoter:

Notified e-mail id:

For the Allottee:

Notified e-mail id:

40.2 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.

Promoter

Allottee

40.3 In case of 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.

41. Dispute resolution:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, the parties shall first attempt to settle the same by mutual discussion and thereafter, if so agreed upon through mediation. If the dispute is not resolved through mutual discussion or mediation (if agreed upon), then the same shall be settled through the MahaRERA appointed under the said Act and the Rules and Regulations made thereunder.

42. 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, including MoFA, 1963. Both the Parties agree not to hold the BMC and its employees for any legal complications arising due to MoFA, 1963.

43. Place of execution

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

44. Registration of this Agreement:

The Allottee shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof, on receiving the written intimation from the Allottee.

45. Payment of stamp duty, registration fee & legal charges:

The Allottee shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this Agreement.

Promoter

Allottee

**THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the said Property)**

ALL THAT pieces or parcels of land or ground of freehold tenure together with the building or structures thereon situate lying and being at Dattaram Lad Marg, within the Mumbai City, Island Registration and Sub-District of Bombay containing by admeasurement 11968.62 Sq. Mtrs. or thereabouts and registered in the books of collector or Land Revenue and bearing Cadastral Survey No. 1A/782, 2/783, 783, 784, 785, 786 of Mazgaon Division and in the books of Assessor and collector of Municipal Rates and Taxes under "E" ward as follows:

Towards the East	:	C. S. No. 782, Mazgaon Division.
Towards the West	:	Central Railway Line.
Towards the North	:	Dattaram Lad Marg and Mhada Buildings
Towards the South	:	C. S. No. 1/783, Mazgaon Division.

THE SECOND SCHEDULE ABOVE REFERRED TO

FIRSTLY

RESIDENTIAL APARTMENT No.____, admeasuring ____Sq. Ft. (carpet) its built up area being ____Sq. Ft. equivalent to ____Sq. Mtrs. on the____ floor in the building to be known as " ____ " proposed to be constructed on the Property described in the First Schedule hereinabove written; along with ____ covered car parking space(s) one at ____ level bearing no. ____ admeasuring ____ Sq. Ft. having ____ Ft. length X ____ Ft. breadth and ____ Ft. vertical clearance and the other at ____ level bearing no. ____ admeasuring ____ Sq. Ft. having ____ Ft. length X ____ Ft. breadth and ____ Ft. vertical clearance of the said New Building.

SECONDLY

(List of Common Amenities & Facilities)

Promoter

Allottee

THE THIRD SCHEDULE ABOVE REFERRED TO
(List of specifications and amenities in the New Building and the
Apartment)

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

SIGNED, SEALED AND DELIVERED)

By the within named **“PROMOTER”**)

M/S J. GALA ENTERPRISES)

By the hands of its Partner)

_____)

In the presence of ...)

1.

2.

Promoter

Allottee

SIGNED AND DELIVERED
By the within named “ALLOTTEE”

in the presence of ...

)
)
)
)

- 1.
- 2.

DRAFT ONLY

Promoter

Allottee

RECEIPT

RECEIVED of and from the within named Allottee a sum of Rs. _____/- (Rupees _____Only) towards part payment of the consideration amount agreed herein in respect of sale of the Apartment described as Firstly in the Second schedule hereinabove written in favour of the Allottee; and further sum of Rs. _____/- (Rupees _____ Only) towards GST @ 5%, in the following manner:

Payment made towards	UTR No./Cheque No.	Bank & Branch	Amount Received (Rs.)
Consideration Amount			
TDS	---	---	
GST @ 5%			

WE SAY RECEIVED

For M/S J. GALA
ENTERPRISES

(Promoter)

WITNESSES:

- 1.
- 2.

Promoter

Allottee