AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into at Mumbai this ___ day of ________ in the Christian Year Two Thousand ______ BETWEEN AMANN RAJ HOUSING & DEVELOPMENT CORPORATION, a Joint Venture of Raiees Yasin Lashkaria (Belim) sole proprietor of M/s. Relliance Construction Co., his brother Mohd. Salim Yasin Lashkaria (Belim) and one Mr. Prakash Surve, having their office address at "Amann Group" Juhu Azad Nagar C. H. S. 1st Floor C D Barfiwala Road, Opp, New India Colony Andheri (West) Mumbai 400 058, hereinafter referred to as "the PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the joint venturers, their representatives, heirs, executors, administrators and assign of the promoters) of ONE PART;

AND

Shri/Smt/M/s.____

____

having His/her/their address at.____

____

hereinafter referred to as THE UNIT/FLAT ALLOTTEE/S'[1] (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, administrators, and assigns) of the OTHER PART.

WHEREAS:

Re: First Property i.e. property bearing Survey No. 71 A,
Hissa No.1,CTSNo.659,
admeasuring 344.2 sq. mtrs.

- The First property originally belonged to one Smt. Kashiben Bhagwandas Muni widow of Bhagwandas Mulji Muni. The said Kashiben Bhagwandas Muni died at Mumbai leaving behind her a Will dated 5th May 1951 thereby bequeathing the first property in favour of her 2 sons namely; Shri Manubhai Mulji Muni and Shri Kantilal Mulji Muni.
- By a registered Deed of Conveyance dated 12th September 1 996, the said Manubhai Mulji Muni and Kantilal Mulji Muni sold and transferred the first property to and in favour of one Shri Bhupatrai Bhaichand Mehta. The said Bhupatrai Bhaichand Mehta died intestate at Mumbai on or about 17.11999, leaving behind him his wife Smt. Ratikaben, 2 daughters namely Smt. Deepa Atul Shah and Smt. Vandana Jagdish Doshi and a son Shri Gaurang Bhupatrai Mehta as the only heirs and legal representatives to succeed to the estate left behind him inter alia the first property. The said Ratikaben Bhupatrai Mehta and others being the heirs of said Bhupatrai Bhaichand Mehta under a registered Deed of Conveyance dated 31" July 2006 sold and transferred the first property to Raiees Yasin Lashkaria (Belim) the sole proprietor of M/s. Relliance Construction Co.
    - **Re: Second Property i.e. property bearing**
        - **Survey No. 71 , Hissa No.7 (Part), CTS No.665,**
        - **Admeasuring 882. 03 sq. mtrs.**
- The Second Property originally, belonged to one Shri Sharad Dwarkadas Muni, Rajnikant Dwarkadas Muni and Jayshree Dwarkadas Muni.

- By two separate registered Deeds of Release dated. 16th April 1970, the said Shri Sharad Dwarkadas Muni & Jayshree Dwarkadas Muni respectively released their share, right, title and interest in the second property in favour of Shri Rajnikant Dwarkadas Muni.
- By and under a registered Conveyance Deed dated. 5th August 2005, the said Rajnikant Dwarkadas Muni and his family members sold and transferred the second property to Raiees Yasin Lashkaria (Belim) the sole proprietor of M/s. Relliance Construction Co. .
    - **Re: Third Property i.e. property bearing Survey No.71,**
        - **Hissa No. 7(Part), CTS No. 665(Part),**
        - **admeasuring834.30Sq. mtrs.**
- The Third Property as per the revenue records stand in the .name of Shri Amrutlal Purshotam Muni. By and under a registered Deed of Conveyance dated. 14th September 2006, the said owner alongwith his family members sold and transferred the said third property to and in favour of Raiees Yasin Lashkaria (Belim), the sole proprietor of M/s Relliance Construction Co. with due confirmation of one Shri Salamuddin Karma Qureshi and his family members who were claiming certain rights overthethird property.
    - **Re: Fourth & Fifth Property i.e. property bearing Survey No. 71**
        - **A, HissaNo.2&7,CTSNo.660,admeasuring587.2 sq.mtrs.**
        - **(As per PR Card 720.60 Sq Mtrs)**
        - **the area of this property was originally shown as 573.5 sq. mtrs. which however came to be corrected to 720.60 sq. mtrs in the property Register Card. AND**
        - **Property bearing Survey No.71 A, Hissa No.3, CTS No. 661, admeasuring 720.6 sq. mtrs.**
- The fourth and fifth property originally belonged to one Pranjivandas Laxmidas Muni. The said Pranjivahdas Laxmidas Muni reported to have died on or about 22.1.1973, leaving behind his last Will and Testament dated 15.3.1956 which came to be probated on or about 30.11.1977. Under the said Will the said Pranjivandas bequeathed the said fourth and fifth property to his son Ishwardas Pranjivandas Muni.
- By an agreement for settlement dated 29" October 1973 made between the three sons of Pranjivandas namely; Ishwardas Praranjivandas Muni, Kishore

Pranjivandas Muni and Pravin Pranjivandas Muni, it was agreed that all three sons shall have 1/3* specific but undivided share in the fourth and fifth property. The said three sons by two separate Deeds of Conveyance both dated 19"[1] October 1996 sold and transferred the said fourth and fifth property to one Smt. BhavnaAmrutlal Mehta nee Smt. BhavnaAmrutlal Sanghvi.

- The said Bhavna Amrutlal Mehta thereupon by and under a Deed of Conveyance dated 1st March 2006 sold and transferred the fourth and fifth property to and in favour of Raiees Yasin Lashkaria (Belim) the sole proprietor of *Mis.* Relliance Construction Co.
    - **Re: Sixth Property i.e. property bearing**
        - **Survey No.71 A, HissaNo. 8,**
        - **CTS No. 662, admeasuring 686.7 sq.mtrs.**
- The Sixth Property as per the revenue records'originally belonged to one Shri Ratilal Nathalal Sakarwala. The said Ratilal Nathalal Sakarwala died intestate at Mumbai on 28th June 1964 leaving behind his wife Kantaben Ratilal Sakarwala and his only son Bipin Ratilal Sakarwala as his only heirs and legal representatives to succeed to the estate of the deceased.
- The said Kantaben Ratilal Sakarwala died intestate at Mumbai on or about 13th February 1971 and as such the said Bhupat Ratilal. Sakarwala her only son became the sole owner of the said property.
    - The said Bipin Ratilal Sakarwala as Karta and manager of his Hindu Undivided family consisting of himself, his wife and two daughters, by a Deed of Conveyance dated 12th March 1997 sold and transferred the Sixth property in favour of Gaurang Bhupatbhai Mehta. The said Gurang Bhupatbhai Mehta in turn by and under a registered Deed of Conveyance dated 1" March 2006 sold and transferred the said property to Raiees Yasin Lashkaria (Belim) the sole proprietor of M/s. Rellrance Construction Co.
    - **Re: Seventh Property i.e. property bearing SurveyNo.71,**
        - **HissaNo.11, CTS No. 663**
        - **admeasuring673.7Sq.Mtrs.**

- The said property originally belonged to one Dwarkadas Laxmibhai Muni. Dwarkadas Laxmibhai Muni died intestate at Mumbai on or about 17th August 1959, leaving behind him his wife Samkorben Dwarkadas Muni, two sons Rajnikant Dwarkadas Muni and Sharad Dwarkadas Muni and three daughters Vijayaben Dwarkadas Muni, Jasuben Dwarkadas Muni and Jayshreeben Dwarkadas Muni..
- The said Samkarben Dwarkadas Muni also died intestate at Mumbai on or about 1961. The two daughters of Dwarkadas namely; Vijayben Muni and Jasuben Muni got married prior to the death of Dwarkadas L Muni and as such had no share, right, title or interest in the estate left behind by the said Dwarkadas Laxmidas Muni.
- By two separate registered Deeds of Release both dated 16th April 1970, third daughter Jayshree Muni and son Sharad Muni released their respective share, right, title and interest inter alia in the Seventh property in favour of the other son Rajnikant D. Muni. The said Rajnikant D. Muni alongwith his wife, daughter and son under a registered Deed of Conveyance dated 5th August 2005 have sold and transferred the seventh property to and in favour of Raiees Yasin Lashkaria (Belim) the sole proprietor of M/s. Relliance Construction Co.
    - **Re: Eighth & Ninth Property i.e. property bearing Survey No.71,**
        - **Hissa No. 2, CTS No. 655 admeasuring 1644 Sq; mtrs. And Survey No. 71, Hissa No. 10, CTS NO. 664 admeasuring 1424 Sq. mtrs.**
- The Eighth and Ninth property as per revenue records originally belonged to one Ratilal Laxmidas Muni and Grirdharlal Harakhji Muni. Upon death of the said Ghirdharlal Harakhji Muni his *Yi* undivided share, right, title and interest in the Eight & Ninth property devolved upon his widow Smt. Trivenibai (since deceased) and four daughters, namely 1) Taralaxmi Pratapray Mehta. 2) Chandramani Nagindas Doshi,3) Manjuia Isharwadas Sheth &4) Madhuri K. Doshi.
- As such the said Taralaxmi, Chandramani, Manjuia and Madhuri became entitled to 1/4" (each) undivided share, right, title and interest in % share of the original co-owner i.e. Girdharlal H. Muni.

- The said Taralaxmi Pratapray Mehta, Munjula Ishwarlal Sheth and Madhuri K. Doshi by and under three seprate registered Deeds of Conveyance dated 8th June 2005,18th November 2006 and 28"1 December 2005 respectively sold and transferred their undivided shares, right, title and interest in the property to Raiees Yasin Lashkaria (Belim) the sole proprietor of M/s. Relliance Construction Co.
- The said Chandramani N. Doshi expired in or about the year 1962, whereas her husband expired in or about the year 1982 leaving behind them as only heir and legal representative, their son, Harish Nagindas Doshi and as such the said Harish Doshi became entitled tol/S^share in the said two properties.
- The said Harish Nagindas Doshi by and under a registered Deed of Conveyance dated 26th August 2005 transferred and sold his 1/8m share, right, title and interest in the said two properties to Raiees Yasin Lashkaria (Belim) the sole proprietor of M/s. Relliance Construction Co. and as such'Raiees Yasin Lashkaria (Belim) sole proprietor of M/s. Relliance Construction Co. became entitled to and seized and possessed of ½ undivided share, right, title and interest in the said two properties.
    - **Re: Tenth Property i.e. property bearing Survey No.70,**
        - **Hissa No. 1 (part), CTS No. 656.**
        - **Admeasuring 558.51 Sq. mtrs**
- Originally, one Dwarkadas Laxmidas Muni, Pranjivandas Laxmidas Muni and Purshotam Laxmidas Muni were the owners of and/or otherwise welland sufficiently entitled to the said property bearing CTS no. 656, Survey No. 70, Hissa No. 1 (part), admeasuring 558.51 sq.mtrs.
- By and under a Deed of Conveyance dated 51" August 2005 executed by Rajnikant D. Muni arid his family members in favour of the Raiees Yasin Lashkaria (Belim), the sole Proprietor of M/s Relliance Construction Co., the said Raiees herein acquired undivided share, right, title and interest of the said Rajnikant D. Muni in respect of the tenth property. Similarly, by and under a Deed of Conveyance dated 1st March 2005, executed by one Bhavna Amrutlal Mehta, in favour of Raiees Yasin Lashkaria (Belim) sole proprietor of M/s. Relliance Construction Co., Raiees Yasin Lashkaria (Belim)

acquired the further undivided share, right, title and interest of the branch, of Shri Pranjivandas Laxmidas Muni in respect of the tenth property.

- Accordingly, Raiees Yasin Lashkaria (Belim) acquired the 1/3rd share each of the branch of the Dwarkadas Laxmidas Muni and Pranjivandas Laxmidas Muni leaving behind the 1/3rd share of the branch of Purshottam Laxmidas Muni. With a view to carving out the 1/3rd share of the said Purshottam Laxmidas Muni, Raiees Yasin Lashkaria (Belim) sole proprietor of M/s. Relliance Construction Co. made an Application to the Collector for the sub-division of the said CIS No. 656. Accordingly, the portion acquired by the Raiees Yasin Lashkaria (Belim) sole proprietor of M/s. Relliance Construction Co. namely the share, right, title and interest of the two branches of the original owners which comprised a total area of 379.13 sq. mtrs. came to be assigned a separate CIS No. namely; CTS No. 656A while the balance 1/3rd share of the branch of Purshottamdas Laxmidas Muni has been assigned CTS No. 656B, admeasuring 189.57 sq. mtrs., under order dated 3rt August2010.
- **Re: eleventh Property i.e. property bearing**
  - **CTS No. 657: admeasuring 1526.6 Sq. Mtrs.**

- The Eleventh property belongs to Government of Maharashtra as reflected in the Property Register Card. The same is contiguous to the above mentioned private properties and as such has been included in the LOI dated 9th September 2010 issued to Raiees Yasin Lashkaria (Belim) sole proprietor of M/s. Relliance Construction Co. as censused slum. Raiees Yasin Lashkaria (Belim) has paid the necessary premium for development of the same as per the notification issued by Maharashtra Governmentto that effect.
  - The abovementioned first to eleventh properties shall hereinafter be collectively referred to as 'the said property' for the sake of brevity and the same are more particularly described firstly to eleventhly in the first schedule hereunder written.
- Raiees Yasin Lashkaria (Belim) the sole proprietor of M/s. Relliance Construction Co. having obtained the consent of more than 70% of the eligible slum dwellers of the said property as such submitted hisdevelopment

proposal pursuant to which the Executive Engineer (SRA II) issued a Letter of Intent thereby in principle approving the re-development scheme and the grant of 2.5 F.S.I, in accordance with Development Control .Regulation No. 33 (10) and Appendix (IV) of the amended D.C. Regulations to be consumed on the said property.

- In the meanwhile, the said Raiees.Yasin Lashkaria (Belim) entered into a Joint Venture Agreement dated 30th June 2004 with his brother Mohd. Salim Yasin Lashkaria (Belim) and one Mr. Prakash Surve for development of the said property and to sell the sale component under the development scheme in the name of Joint Venture being the Promoters herein.
    - Pursuant to the application made, the Slum Rehabilitation Authority X(SRA) has issued Intimation of Approval (I.O.A.) thereby approving and sanctioning the building plans in respect of the proposed sale building.
- The Promoters having complied with the terms and conditions of the said I.O.A., the SRA has already issued the Commencement Certificate for construction of the said proposed building and the Promoters have accordingly commenced the construction of the Sale Building. .
- The Promoters may purchase and/or acquire the adjoining properties and amalgamate the same with the said property and consume further FSI and amend the plans and propose further wings and/or reduce or increase the number of floors and/or otherwise propose such changes as they may deem fit any time in future.
- The Promoters have entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects; and the Promoters have appointed a Structural Engineer for the preparation of the structural design and drawings of the building and the Allottee/s accept/s the professional supervision of the Architect and structural Engineer till the completion of the building.
- The Promoter is entitled to construct buildings on the said Larger Land in accordance with the Recitals hereinabove.

- The development of a building known **as …………………………………………..** ("the **said Building")** on the said Larger Land and proposed as a **"Real Estate Project"** by the Promoter and the Co-Promoter (if any) and has been registered as a **'Real Estate Project' ("the Project")** with the Real Estate Regulatory Authority **("the Authority"),** under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 **("RERA")** read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 **("RERA Rules").** The Authority has duly issued the Certificate of Registration No. ____________________dated __________________for the Project **("RERA Certificate").** A copy of the RERA Certificate is annexed and marked as **Annexure "B"** hereto. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/their/its Advocates and Planning and Architectural Consultants. The Allottee has agreed and consented to the development of the Project. The Allottee has also examined all the documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- The principal and material aspects of the development of the Real Estate Project are briefly stated below:

- Total FSI 519.98 sq. mtrs. has been sanctioned for consumption in the construction and development of the Project. The Promoter proposes to eventually consume a further FSI of 4923.76 sq. mtrs, aggregating to the total FSI of 5443.74 sq. mtrs in the construction and development of the Project;
- The common areas, facilities and amenities in the Project that may be usable by the Allottee are listed in the **Second Schedule** hereunder written **("Real Estate Project Amenities").**
- The Promoter shall be entitled to put hoardings/logos/boards of its Brand Name viz. ………………………………………….., in the form of neon signs, MS letters, vinyl and sun boards on the Real Estate Project and on the fagade, terrace, compound wall or other parts of the Real Estate Project. The Promoter shall also be entitled to place, select and decide the hoarding/board sites.
- The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and basement levels of the Real Estate Project) to third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic

communication) to be availed by the Allottee and other allottees of apartments / flats in the Real Estate Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.

- The details of the formation of the society and the conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in Clause ____ below.
- The Municipal Corporation of Greater Mumbai ("MCGM") has issued an Intimation of Disapproval **("IOD")** dated 25th October 2011 bearing Reference No. SRA/ENG/1541/RC/PL&STGL/AP and a Commencement Certificate("CC") dated 20TH OCTOBER 2006 bearing Reference No. sra SRA/ENG/1541/RC/PL&STGL/AP and another CC dated 6TH FEB 2012 bearing Reference No. SRA/ENG/1541/RC/PL&STGL/AP and re-endorsed on 23RD SEPTEMBER 2013
- the statutory approvals mandatorily require the Promoter and the Co-Promoter to hand over certain stipulated percentage of the said Larger Land to the concerned authorities or develop the same as a public amenity. The Promoter and Co-Promoter shall have to determine and identify the portion and location of the said Larger Land to be handed over for complying with the terms and conditions of the statutory approvals.
- The Promoter would be entitled to aggregate any contiguous land parcel with the development of the said Larger Land, as provided under the Proviso to Rule 4(4} of the RERA Rules.
- The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the said Larger Land (defined below), in full or in part, as may be required under applicable law, from time to time.

- The above details along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at https://maharera.mahaonline.gov.in.

- Allottee is/are desirous of purchasing apartment bearing No______ in the Real Estate Project (hereinafter referred to as the **"said Premises").** The said Premises forms part of the Promoter's Premises.

- The Promoter has entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- The Promoter has appointed a Structural Engineer for the preparation of the structural designs and drawings of the buildings and the Real Estate Project shall, be under the professional supervision of the Architect and the Structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.
- The Promoter has the right to sell the premises in the Real Estate Project to be constructed by the Promoter and to enter into this Agreement with the Allottee of the said Premises and to receive the Sale Consideration {defined below) in respect thereof.
- On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Larger Land andjhe__p]ans, designs and specifications prepared by the Promoter's Architects^ M/s ………………………………. …………………………….. , and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter alia* the following:
    - All approvals and sanctions issued by the competent authorities for the development of the Real Estate Project, including layout plans, building plans, floor plans, change of user permissions, IOD, CC, Parking Plans, Traffic NOC, MOEF EC, MCZMA NOC, etc. and such other documents as required under Section 11 of RERA.
    - issued by the MCGM as setout in the Recital K sub-clause (viii)above;
    - Letter issued by MCGM, whereby MCGM has sanctioned layout plan of inter-alia the said Land.
    - Letter issued by Maharashtra Pollution Control Board ("MPCB"), whereby MCGM granted Consent to Establish in the manner and on the terms and conditions as setout therein.
    - Letter issued by Mumbai Fire Brigade, MCGM, whereby Mumbai Fire Brigade, MCGM has accorded its NOC for the free sale buildings, in the manner and on the terms and conditions as setout therein.
    - Letter issued by Airport Authority of India, whereby Airport Authority of India has accorded its NOC for height clearance.
    - Letter issued by Government of Maharashtra, Environment Department, whereby Government of Maharashtra, Environment

Department has accorded the necessary environment clearances for the project under the Environment Notification 2006 in the manner and on the terms and conditions as stated therein.

  - All the other approvals and sanctions of all the relevant authorities for the development of the said Real Estate Project.
  - All the documents of title relating to the said Larger Land, including the said the Development Agreement, the Supplementary Agreements and all other documents mentioned in the recitals hereinabove.
  - The authenticated copy of the Property Register Card with respect to the said Larger Land is annexed and marked as Annexure "E" hereto.

- The authenticated copy of the Plan of the said Premises is annexed and marked as Annexure "F" hereto.
- An authenticated copy of the Title Certificate of the Advocates and Solicitors certifying the right/entitlement of the Promoter is annexed hereto and marked as Annexure "G" hereto ("said Title Certificate").
- While sanctioning the plans, approvals and permissions as referred hereinabove, the Competent Authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and only upon the due observance and performance of which the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the Competent Authorities.
- Further (i) the requisite approvals and sanctions for the development of the Real Estate Project from the competent authorities are obtained / being obtained and (ii) approvals and sanctions from other relevant statutory authorities, the details whereof are annexed hereto and marked as Annexure "H" hereto, are applied for and/or in the process of being obtained and/or obtained by the Promoter.
- The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter and the Co-Promoter to develop the Real Estate Project, and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoter's

entitlement to develop the Larger Land and to construct the Real Estate Project thereon as mentioned in this Agreement including at Recital L above and applicable law and to sell the premises therein. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction.

- The carpet area of the said Premises, as defined under the provisions of RERA, is _______square meters.
- The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises including the covered parking spaces (if any), at or for the price of **Rs. ………………./- Rupees ………………………………… ……………………………………………………..),** being the Sale Consideration (defined hereinbelow), upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of **Rs. …………………./- (Rupees …………………………………………………………….),** being part payment of the Sale Consideration of the said Premises agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same doth release and discharge the Allottee forever).
- under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee, i.e., this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the said Premises [and the garage/covered parking (if applicable)].
- The list of Annexures attached to this Agreement are stated hereinbelow:

• Annexure "A"	• Plan of the Larger Land
• Annexure "B"	• Copy of RERA Certificate
• Annexure "C"	• Intimation of Disapproval

• Annexure "D"	• Commencement Certificate	
• Annexure "E"	• Property Register Card	
• Annexure "F"	• Plan of the Premises	
• Annexure "G"	• Title Certificate	
• Annexure "H"	• List of Approvals which are which are yet to be issued / granted.	• applied for and sanctioned /

- **NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BEIWEEN THE PARTIES HERETO AS FOLLOWS:**
    - The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
    - The Promoter shall construct the Real Estate Project, being the said Building known as '…………………………………… comprising of ____wings, in accordance with the plans, designs and specifications as referred hereinabove and as approved by the MCGM, from time to time. However, the Promoter has applied/ will be applying for necessary approvals to MCGM and other the relevant authorities and pursuant thereto; the Promoter shall construct 16 Upper Floors for Wing "I" and Wing "J". The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee which are listed in the **Second Schedule** hereunder written.
  - **PROVIDED THAT** the Promoter shall have to obtain the prior consent, in writing, of.the Allottee in respect of any variations or modifications which may adversely affect the said Premises of the Allottee, except, any alteration or addition required by any Government Authorities, or due to any change in law, or any change as contemplated by any of the disclosures already made to the Allottee.
    - **Purchase of the said Premises and Sale Consideration:**

- The Allottee hereby agrees to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Allottee, the Premises bearing No. **……….** admeasuring **……………** square meters carpet area as per RERA with exclusive balcony area admeasuring ___sq. mtrs on the ____in the said "___" Wing of the said Building **"…………………..",** i.e., the said Premises. The said Premises are more particularly described in the **Fourth Schedule** written hereunder and shown in the Floor Plan annexed and marked **Annexure "F"** hereto, at and for the consideration of **Rs………………………/-(Rupees ………………………………………………..Only).**
- The allottee hereby agrees to purchase from the promoter and the promoter hereby agrees to sell Car parking bearing no _____ on the _ basement/ __podium /_stitlt being constructed in the layout for a consideration of Rs _______/- . the total aggregate consideration for the Apartment including Car parking is Rs ______________________ thus.
- The Allottee hereby agrees to pay to the Promoter the Sale Consideration as per normal terms of payment as under:

Sr. No.	Event	Payment in %
1	On booking / application / earnest Money	10%
2	After the execution of Agreement and simultaneous with registration	20%
3	On completion of the plinth	15%
4	On completion of the slabs including podiums and stilts of the Building;	25%
5	On completion of the walls, internal plaster, floorings doors and windows of the said Premises	5%
6	On completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the Premises	5%
7	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the Building;	5%
8	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain of the Building.	10%
9	On/After receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project.	5%

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- In the case of advance payment received, discount has been deducted from consideration, as mutually agreed and consideration mentioned in the agreement is net consideration.
- It is clarified that the Sale Consideration shall be payable by the Allottee in Bank Account No. …………………… named as ………………………………………. maintained with ……………………………….. Branch with IFSC Code …………………… **("the said Account").**
- The Sale Consideration excludes other charges and taxes (consisting of taxes paid or payable by way of Value Added Tax, Service Tax, Goods and Service Tax and all levies, duties and cesses or any other indirect taxes, which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties and cesses (whether applicable / payable now or which may become applicable / payable in the future), including Service Tax, Value Added Tax, Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities / bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof.
- The Sale Consideration is escalation-free, save and except escalations / increases due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority, Local Bodies / Government, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, costs or levies imposed by the Competent Authorities, etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published / issued in that behalf, to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Wing is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Sale Consideration payable on the basis of the carpet area of the said Premises shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3% (three percent), 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 RERA 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 towards the Sale Consideration, which shall be payable by the Allottee prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 3(viii), shall be made at the same rate per square meter as agreed in Clause 3(i) above.

- The Allottee authorizes the Promoter to adjust / appropriate all the payments made by him/her/them/it under any head(s) of dues against the lawful outstanding, if any, in his/her/their/its 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/her/their/its payments in any manner.
- On a written demand being made by the Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default.
- If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in this Clause __ and Clause___ below (which will not absolve the Allottee of its responsibilities under this Agreement).
- The Promoter shall be entitled to securitise the Sale Consideration and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.
    - 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 MCGM at the time of sanctioning the plans or thereafter and shall, before handing over possession of the said Premises to the Allottee, obtain from the MCGM, the Occupation

Certificate or Completion Certificate in respect of the said Premises.

  - Time is of the 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 said Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and which are listed in the **Second Schedule** hereunder written.

- Similarly, the Allottee shall make timely payments of all the instalments of the Sale Consideration and other dues payable by him/her/them/it and shall meet, comply with and fulfil all his/her/their/its other obligations under this Agreement.

  - **FSI, TDR and development potentiality with respect to the said Building on the said Larger Land:**

- The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recital K(iv) above and as depicted in the layout plans, proformas and specifications at hereto and Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

  - **Possession Date, Delays and Termination:**

- The Promoter shall give possession of the said Premises to the Allottee on or before the ………………… **("Possession Date").** Provided however, that the Promoter shall be entitled to an extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:
  - Any force majeure events;
  - Any notice, order, rule, notification of the Government and/or other Public or Competent Authority/Court of Law;
  - Any stay order / injunction order issued by any Court of Law, Competent Authority, MCGM, statutory authority; and/or
  - Any other circumstances that may be deemed reasonable by the Authority.

- If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 8(i) hereinabove), then the Allottee shall be entitled to either:
    - Call upon the Promoter by giving a written notice by courier / e-mail / registered post A.D. at the address "provided by the Promoter **("Interest Notice"),** to pay interest at the prevailing rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon for every month of delay from the Possession Date ("the **Interest Rate"),** on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over the possession of the said Premises by the Promoter to the Allottee;

- **OR**

    - The Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter by courier / e-mail / registered post A.D. at the address provided by the Promoter **("Allottee Termination Notice").** On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Allottee Termination Notice by the Promoter, the Promoter shall refund to the Allottee the amounts already received by the Promoter under this Agreement with interest thereon at the Interest Rate to be computed from the date the Promoter received such amount / part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this Clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the parking space/s and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the parking space/s in the manner it deems fit and proper.
- In case the Allottee elects his/her/their/its remedy under Sub-Clause (ii)(a) above, then in such a case the Allottee shall not subsequently be entitled to the remedy under Sub-Clause (ii)(b) above.
- If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Allottee shall pay to the Promoter interest at the Interest Rate on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

- Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 8(iv)above, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on the due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/their/its proportionate share of taxes levied by the concerned local authority and other outgoings) and/or (b) the Allottee committing 3 (three) defaults of payment of instalments of the Sale Consideration, the Promoter shall be entitled to, at its own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give notice of 15 (fifteen) days, in writing, to the Allottee **("Default Notice"),** by courier / e-mail / registered post A.D, at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s 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 the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee **("Promoter Termination Notice"),** by courier / e-mail / registered post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and car parking space in the manner as the Promoter may deem fit without any reference or recourse to the Allottee; and (ii) the Promoter shall be entitled to forfeit (a) 5% of the total consideration towards liquidated damages plus (b) brokerage fees plus (c) all other taxes and outgoings, if any due and payable in respect of the said Premises upto the date of Promoter Termination Notice, (d) the amount of interest payable by the Allottee in terms of this Agreement from the date of default in payment till the date of Promoter Termination Notice as aforesaid **("Forfeiture Amount")** as and by way of agreed genuine pre-estimate of liquidated damages. Further, upon termination of this agreement, the Promoter shall not be liable to pay to the Allottee any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall, after the deduction of the Forfeiture Amount, refund the balance amount of the Sale Consideration to the Allottee. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and that the receipt of the said refund by cheque from the Promoter by the Allottee by registered post acknowledgement due at the address given by the Allottee in these presents whether the Allottee accept/s or encash/s the cheque or not, will amount to the said refund and the refund amount accepted by the Allottee shall be in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises.

- The common areas, facilities and amenities in the said Project that may be usable by the Allottee are listed in the **Second Schedule** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Third Schedule** hereunder written.
- **Procedure for Taking Possession:**

- "(i) Upon obtainment of the Occupation Certificate from the MCGM and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing **("Possession Notice").** The Allottee agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer possession of the said Premises to the Allottee in writing within 7 . (seven) days of receiving the Occupation Certificate of the Real Estate Project.
- (ii) The Allottee shall take possession of the said Premises within 15 (fifteen) days of the Possession Notice.
- Upon receiving the Possession Notice from the Promoter as per Clause ______above, the Allottee shall take possession of the said Premises from the Promoter by executing the necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the said Premises within the time provided in Clause 10 (ii) above, the Allottee shall continue to be liable to pay maintenance charges and all other applicable charges with respect to the said Premises, as shall be decided by the Promoter.

Within 15 (fifteen) days of the receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/their/its proportionate share, i.e., in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and the said Larger Land including, *inter-alia,* local taxes, betterment charges, other indirect taxes of every nature or such other levies by the MCGM or other 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 Real Estate Project and/or the. said Larger Land. Until the Society is formed and the Society Conveyance (defined below) is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee shall pay to the Promoter provisional monthly contribution of Rs. 6.710/- (Rupees Six . ' Thousand Seven Hundred Ten Only) per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Conveyance is duly executed and registered. On the execution of the Society Conveyance, the aforesaid deposits, less any deductions as provided for in this Agreement, shall be paid over by the Promoter to the Society.

- If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the said Wing or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project.
- The Allottee shall use the said Premises or any part thereof or permit the same to be used only for purpose of Residency only. The Allottee shall use the car parking space/s only for purpose of parking vehicle.
- **Formation of the Society and Other Societies:**

- Within a period of three months commencing from 51% (fifty one percent) of the total number of units / premises in the Real Estate Project being booked by allottees, the Promoter and the Co-Promoter shall submit an application to the Competent Authorities to form a cooperative housing society to comprise solely of the Allottee and the other allottees of the units / premises in the said Building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.
- The Allottee shall, along with the other allottees of the premises / units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of RERA and the RERA Rules, in respect of the Real Estate Project in which the allottees of the premises in the Real Estate Project alone shall be joined as members **("the Society").**
- For this purpose the Allottee shall, from time to time, sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft / final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- The name of the Society shall be solely decided by the Promoter.
- The Society shall admit all the allottees of the flats and premises in the said Building including the said Wing as members, in accordance with its bye-laws.
- The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of the unsold premises in the Real Estate Project, if any. Post execution of the Society Conveyance, the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-- ' occupancy charges, donation, premium any amount, Compensation whatsoever to the Society for the sale/allotment or transfer of the unsold premises in the Real Estate Project, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1 OOO/- (Rupees

One Thousand) per month in respect of each unsold premises towards the outgoings.

- Post the execution of the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend necessary cooperation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- The costs, charges, expenses, levies, fees, taxes, duties, including the stamp duty and registration charges, with respect to the formation of the Society, including in respect of (a) any documents, instruments, papers and writings and (b) the professional fees charged by the Advocates and Solicitors engaged by the Promoter and the Co-Promoter for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the Society and their respective members / intended members including the Allottee, as the case may be, and the Promoter and the Co-Promoter shall not be liable toward the same.
    - Conveyance to the Society:
- On or before_____________, the said Larger Land together with the Real Estate Project and the common areas, facilities and amenities described in the Second Schedule hereunder written shall be conveyed by the Promoter and the Co-Promoter to the Society vide a registered indenture of conveyance ("Society Conveyance"). The Society shall be required to join in the execution and registration of the Society Conveyance, The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby, including the stamp duty and registration charges, shall be borne and paid by the Society alone. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas, ' facilities and amenities and the Promoter shall not be responsible for the same.
    - The Allottee shall, before delivery of possession of the said Premises in accordance with Clause 8. (i) above, deposit the following amounts with the Promoter:
- Rs. ___/- for the share money and the application entrance fee of the Society;
- (ii) Rs. ___/- () for the formation and • registration of the Society;
- Rs. NIL/- (Rupees NIL Only) for the proportionate share of taxes and other charges / levies in respect of the Society;
- Rs. ______________/- for the deposit towards the provisional monthly contribution towards the outgoings of the Society;

- Rs. ________ for the deposit towards the water, electricity and other utility and services connection charges; and ,
- Rs. NIL/- for the deposits of electrical receiving and sub-station provided / to be provided in layout of the said Larger Land.
- The above amounts are not refundable and no accounts or statements will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter. The above amounts are exclusive of applicable taxes levied from time to time and shall be borne and paid by the Allottee as and when required.
    - The Allottee shall pay to the Promoter a sum Rs. 5,000V- (Rupees Five Thousand Only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society, for preparing the rules, regulations and bye-laws of the Society, and the cost of preparing and engrossing the Society Conveyance and other deeds, documents and writings.
    - Certain facilities such as club house and swimming pool shall have usage charges in addition to the said membership fees, and, the same shall be paid by the Allottee as and when demanded by the Promoter along with applicable taxes thereon.
    - The Promoter has informed the Allottee that there may be common access roads, street lights, common recreation spaces, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plants and other common amenities and conveniences in the layout of the said Larger Land. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee along with the other allottees of the flats / units / premises in the Real Estate Project and/or on the said Larger Land, and the Allottee shall proportionately share such expenses and charges in respect thereof as also the maintenance charges. Such proportionate amounts shall be payable by each of the allottees of the flats / units / premises on the Real Estate

Project, including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the allottees of the flats / units / premises in the Real Estate Project shall object to the Promoter laying through or under or over the said Larger Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings which are to be developed and constructed on any portion of the said Larger Land.

- The Promoter may appoint a third party/agency for the purpose of maintaining the Real Estate Project on such terms and conditions as may be deemed fit.
- **Loan** and Mortgage:

- The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent .of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.
- All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement. of the Promoter to receive the balance Sale Consideration and balance other amounts payable by the Allottee under this Agreement.
- In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law.

- **Representations and Warranties of the Promoter and the Co-Promoter:**
    - The Promoter and Co-Promoter hereby represent and warrant to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and_ Annexes and subject to what is stated in the said Title Certificate and subject to RERA Certificate:

- The Promoter and the Co-Promoter have a clear and marketable title and has the requisite rights to carry out development upon the said Larger Land and also has actual, physical and legal possession of the said Larger Land for the implementation of the Real Estate Project;
- The Promoter has lawful rights and the requisite approvals from the Competent Authorities to carry out the development of the Real Estate Project and shall obtain the requisite approvals from time to time to complete the development of the Real Estate Project;
- There are no encumbrances upon the Real Estate Project, save and except those disclosed to the Allottee;
- There are no litigations pending before any Court of Law with respect to the Real Estate Project, save and except those disclosed to the Allottee;
- All the approvals, licenses and permits issued by the Competent Authorities with respect to the Real Estate Project are valid and subsisting and have been obtained by following the due process of law. Further, all the approvals, licenses and permits to be issued by the Competent Authorities with respect to the Real Estate Project, shall be obtained by following the 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 Real Estate Project and the common areas;
- 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;
- The Promoter has not entered into any agreement for sale and/or development agreement and/or any other agreement / arrangement with any person or party with respect to the said Larger Land and/or the said Premises, which will, in any manner, affect the rights of Allottee under this Agreement;
- The Promoter confirms that the Promoter is not restricted, in any manner whatsoever, from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
- At the time of execution of the Society Conveyance, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real

Estate Project as detailed in the **Second Schedule** hereunder written to the Society;

- 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 Real Estate Project to the Competent Authorities till the Society Conveyance and thereafter the same shall be borne by the Society;
- 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 Larger Land) has been received or served upon the Promoter in respect of the said Larger Land and/or the Project except those disclosed to the Allottee.
    - The Allottee, with intention to bring all the persons into whosoever's hands the said Premises and/or its rights, entitlements and obligations under this Agreement may come, hereby covenants with the Promoter as follows:
- To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date the possession of the said Premises is taken by the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the applicable rules, regulations or bye-laws or in any manner change / alter or make any addition/s in or to the said Wing in which the said Premises is situated and the said Premises itself or any part thereof, without the consent of the Local Authorities and the Promoter.
- Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the , construction or structure of the Real Estate Project in which the said Premises 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 are likely to damage the staircases, common passages and/or any other structure of the said Building in which the said Premises is situated, including the entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of the negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- To carry out at his/her/their/its own cost all the internal repairs to the said Premises and maintain the said Premises 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 Real Estate Project in which the said Premises is situated or the said Premises 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.

- Not to demolish or cause to be demolished the said Premises 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 said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, in particular so as to support, shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society.
- Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Larger Land and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Larger Land and/or the Real Estate Project in which the said Premises is situated.
- Pay to the Promoter within 15 (fifteen) days of the demand by the Promoter, his/her/their/its share of the security deposit demanded by the concerned Local Authority or Government or giving water, electricity or any other service connection to the Real Estate Project n which the said Premises is situated.
- Bear and pay, in a timely manner and forthwith, all amounts, dues, taxes and instalments of the Sale Consideration, as required to be paid under this Agreement.
- Not to change the user of the said Premises without the prior written permission of the Promoter and Society.
- The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license or part with the interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or his/her/their/its rights, entitlements and obligations

under this Agreement, until all the dues, taxes, deposits, cesses, levies, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with the applicable interest thereon (if any) at the Interest Rate. In the event the Allottee is desirous of transferring the said Premises and/or his/her/their/its rights under this Agreement prior to making such full and final payment, then the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.

- The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said Wing and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned Local Authority and of the Government and other Public Bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses and/or other outgoings in accordance with the terms of this Agreement.
- 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 Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof. Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters; wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project, the Promoter and their surveyors and agents with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof and undertake the necessary works.
- Till the Society Conveyance is executed in favour of the 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 Larger Land, the buildings / towers / wings / units thereon, or any part thereof, to view and examine the state and condition thereof.
- Not to affix any fixtures or grills on the exterior of the Real Estate Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. For fixing grills on the inside

of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter.

- Not to install a window air-conditioner within or outside the said Premises.
- The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project.
- Not to do either by himself/herself/itself/themselves or through any other person anything which may or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and/or the installations for providing facilities in the Real Estate Project including any electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate etc. or any common areas, facilities and amenities.
- The Allottee is/are aware that alternate arrangements for water supply through tankers will be made for the Allottee's convenience. Expenses incurred for the same will be charged in the maintenance bill till the MCGM water connection is received. The water connection from the MCGM shall be subject to availability and the rules, regulations and bye laws of the MCGM and the Promoter shall not be held responsible for the same. Expenses incurred for the same will be charged in the maintenance bill till the MCGM water connection is received. The Allottee shall not raise any objection and or claims about the unavailability of supply of water from MCGM and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for his/her/their convenience.

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

- He/she/it/they/is/are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein or enter into this Agreement and/or to undertake the obligations, covenants etc. contained herein;
- He/she/it/they/has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as-the case may be; and
- He/she/it/they is/are not sentenced to imprisonment for any offence not less than 6 (six) months.

- The Promoter shall maintain a separate account in respect of the sums received from the Allottee as an advance or deposit, the sums received on account of the share capital for the promotion of the Society or towards the outgoings and legal charges and shall utilize such amounts only for the purposes for which they have been received.

- Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the said Larger Land and/or any buildings / towers / wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim, save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance.
- **Promoter shall not Mortgage or Create a Charge:**

  - After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises 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 the said Premises.

- **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 and Annexes thereto along with the payments due as stipulated in the Payment Plan at Clause 3 above, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for the registration of the same before the concerned office of the Sub-Registrar of Assurances 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 office of the Sub-Registrar of Assurances for its registration as and when intimated by the Promoter, then the Promoter shall serve a written 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, the application of the Allottee shall be treated as cancelled and all the sums deposited by the Allottee in connection therewith, including the booking amount, shall be returned to the Allottee without any interest or compensation whatsoever.

- **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, booking forms, letters of acceptance, allotment letters, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises / Wing, as the case may be.
- **Right to Amend:**
    - This Agreement may only be amended by the written consent of all the Parties.
- **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 be equally applicable to and enforceable against any subsequent allottees of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.
- . **Severability:**
    - If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the Rules and Regulations made thereunder or the applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid, binding and enforceable as applicable at the time of the execution of this Agreement.
- . **Method of Calculation of Proportionate Share:**
    - 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 said Premises to the total carpet area of all the other premises / units / areas / spaces in the Real Estate Project.
- . **Further Assurances:**
    - All 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 herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

- . Waiver:
  - No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

  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 Mumbai City. After this Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution hereof, this. Agreement shall be registered at the concerned office of the Sub-Registrar of Assurances. Hence, this Agreement shall be deemed to have been executed at Mumbai.
- The Allottee and/or the Promoter shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit the execution thereof.
- 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 courier or registered post A.D or notified e-mail ID / under certificate of posting at their respective addresses specified below:

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

- **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/them/it, which shall be, for all intents and purposes, considered as properly served on all the Allottees.
- **Stamp Duty and Registration Charges:**
  - The charges towards stamp duty fees and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises shall be borne by the Allottee alone.
- **Dispute Resolution:**
  - Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of RERA and the Rules and Regulations thereunder.

. **Governing Law:**

  - This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all the matters pertaining to this Agreement.
- **Permanent Account Numbers:**
  - Details of the Permanent Account Numbers of the Promoter, the Co-Promoter and Allottee are set out below:

• Party	• PAN

Construction of this Agreement:

- Any reference to any statute or statutory provision shall include:
  - all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
  - any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or

consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;

- Any reference to the singular shall include the plural and vice-versa;
- Any references to the masculine, the feminine and/or the neuter shall include each other;
- The Schedules and Annexes form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

References to a person (or to a word importing a person) shall be construed so as to include:

An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and

That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

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

FIRST SCHEDULE

(Description of the Larger Land)

All that piece and parcel of land admeasuring ________SQMTsquare meters bearing C.T.S. No 655, 659pt, 657pt, 659, 660pt, 661, 662, 663, 664, 665pt of Village Borivali, , , Aman Adarsh Nagar, Chandavarkar Road, Borivali West, Mumbai 400092 Taluka Mumbai City and bounded as mentioned below:

On or towards the North : On or towards the East : On or towards the West : On or towards the South :

SECOND SCHEDULE

(Description of the Common Areas, Facilities and Amenities in the Real Estate Project)

Sr.No.	Name of Amenity	Location
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		

THIRD SCHEDULE

(The internal fitting and fixtures in the said Premises)

FORTH SCHEDULE

(Description of the said premises)

The Apartment No. **_____** on the ______ floor in said project having RERA carpet area admeasuring about __________sq. mtrs. with exclusive balcony area admeasuring_______________ sq. mtrs in the Real Estate Project known as **"**________________________________ **("the said Building")** situated on the land more particularly described in the first schedule.

.

SIGNED AND DELIVERED)

By the within named the Promoter)

……………………………………………..)

through its Authorized Signatory)

……………………………………………)

in the presence of)

1.

2.

………………………………………

Photograph/Left Thumb

in their individual capacity and)

all also carrying on business in the firm)

name and style of)

M/S. **……………………………………**)

through their constituted attorney)

)

through its Authorized Signatory)

in the presence of)

2. **…………………………………..)**

……………………………………..

Photograph / Left Thumb Impression

SIGNED AND DELIVERED)

By the within named the Promoter)

……………………………………………..)

in the presence of)

1.

2.

RECEIPT

RECEIVED the day and year first hereinabove written of and from the within named Allottee a sum of **Rs. ……………………../- (Rupees …………………………………………………….. …………………………….)** as part payment towards the Sale Consideration as within mentioned to be paid by the Allottee to us, under this Agreement, the details of which are as under:

WE SAY RECEIVED

For ………………………………..

Authorized Signatory

Witnesses:

1..........................

2..........................

LISTOFANNEXURES

Annexure "A"

(Plan of the Larger Land)

Annexure "B"

(Copy of RERA Certificate)

Annexure "C"

(Intimation of Disapproval)

Annexure "D"

(Commencement Certificate)

Annexure "E"

(Property Register Card)

Annexure "F"

(Plan of the Premises (Floor Plan))

Annexure "G"

(Title Certificate)

Annexure "H"

(List of approvals which are applied for and which are yet to be issued / sanctioned / granted)