

Agreement For Sale

THIS AGREEMENT FOR SALE ("this Agreement") is made at _____ this
____ day of _____, 20 ____;

BETWEEN

M/s. TRU SUN-VISION REALTY LLP, a registered Limited Liability Partnership, constituted and validly existing under the provisions of the Limited Liability Partnership Act, 2008 with limited liability partnership identification number AAY-6195, having its registered office at 7th Floor, B-707, Kohinoor Square Plot No.46, N. C. Kelkar Marg, Shivsena Bhavan, Dadar (West), Mumbai - 400 028 and place of business at Sheela Niwas, Opp. Parleshwar PO, Paranjpe 'A' Scheme Rd No.1, Near Suncity Cinema, Vile Parle (East), Mumbai - 400 057 herein after for the brevity sake referred to as "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof, include its Directors, successors in Office and permitted assigns) of the ONE PART;

AND

_____, Indian Inhabitant(s) residing at hereinafter referred to as the "Allottee/s" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, in the case of an individual/s, his or her or their heirs, executors, administrators and permitted assigns, and in the case of a Partnership Firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and assigns of such last surviving member of the HUF and in the case of a company or a society or a body corporate, its successors and permitted assigns) of the OTHER PART;

The Promoter and the Allottee/s are hereinafter for the sake of brevity collectively and jointly referred to as "Parties" and individually as "Party".

WHEREAS:

- A. D. N. NAGAR GURUKRIPA CO-OPERATIVE HOUSING SOCIETY LIMITED, a society registered under the Maharashtra Co-operatives Societies Act, 1960 under Registration No. BOM/(WKW)/HSG (OH)/1382/84-85 dated 20th March 1985 having its registered office at, "D. N. Nagar Gurukripa Co-Operative Housing Society Ltd." Building No. 40, D.N. Nagar New Link Road, Andheri (West), Mumbai - 400 053, (hereinafter referred to as "the said Society") is seized and possessed of or



otherwise well and sufficiently entitled to leasehold rights in respect of all that piece or parcel of land admeasuring 967.71 sq. mtrs. or thereabouts, situate, lying and being at CTS No. 195 (Part), Survey No. 106-A, in Registration District of Andheri and District Mumbai Suburban (hereinafter referred to as "**said Land**"), together with Society's building known as "Gurukripa" [now demolished] (hereinafter referred to as "**the said Existing Building**"), in the D.N. Nagar Layout of Maharashtra Housing and Area Development Authority ("MHADA") at D.N. Nagar, Andheri (West), Mumbai -400053 in Registration District of Andheri and District Mumbai Suburban and more particularly described in the **FIRST SCHEDULE** hereunder written and shown in red colour boundary line on the plan annexed and marked as **Annexure "1"**, hereto. Unless referred to individually, the said Land and the said Existing Building are hereinafter collectively referred to as the "**the said Property**".

- B. The said Existing Building then consisted of ground plus 4 (Four) upper floors having 8 (eight) tenements/units on each floor. The 8 (eight) tenements on ground floor of the then said Existing Building was occupied by Estate Manager 2 (hereinafter referred to as "**MHADA Premises**") and remaining 32 (thirty two) flats from 1st to 4th floor (hereinafter referred to as "**Balance Existing Members Premises**"), belonged to the Existing Members (defined below) of the Society.
- C. There are presently 32 members of the said Society who were in possession and occupation of their respective Balance Existing Members Premises. Estate Manager 2 is the member and shareholder of the said Society in respect of above said 8 flats and entitled for all the benefits as members of the said Society. Unless referred to individually, members occupying MHADA Premises and Balance Existing Members Premises are hereinafter collectively referred to as "**Existing Members**" of the Society.
- D. The MHADA is the owner of the said Land and had constructed the said Existing Building in the year 1969 or thereabout. By virtue of the duly executed DEED OF LEASE dated 31.08.1996, registered under Sr. No.BDR-01/639/96, the said Society is a Lessee in respect of the said Land on the terms and conditions set out therein and by virtue of the duly executed DEED OF SALE dated 31.08.1996, registered under Sr. No. BDR-01/637/96 the Society is Owner of the said Existing Building on the terms and conditions set out therein..
- E. The Property Register Card of the said Land stands in the name of the said Society, as the Lessee thereof, which is annexed hereto and marked as **Annexure "2"**. The area of the said Land as reflected in the Property Register Card is inclusive of road set back which has since been handed over to MCGM.
- F. By efflux of time the said Existing Building became dilapidated. Hence the Society and its Existing Members had decided to undertake the redevelopment of the said Property through a competent Developer as per the then applicable Development Control Regulation No.33 (5) of Greater Mumbai, 1991 ("**DCR 1991**") t/w MHADA policy for redevelopment of its properties.



- G. Pursuant to its said decision, the Society had invited expression of interests from all interested developers. M/s SHETH CREATORS AND HARILEELA PROJECTS PRIVATE LIMITED (Formerly known as Harileela Projects & Investments Pvt. Ltd.), having its address at Sheela Niwas, 1st Floor, Paranjpe A Scheme Road No. 1, Vile Parle (E), Mumbai - 400057 [hereinafter referred to as the "1st Developer"] vide its offer letter dated 26.07.2006 offered to redevelop the said Property by demolishing the said Existing Building of the Society.
- H. The Society and its Existing Members had considered the said offer dated 26.07.2006 of the 1st Developer in its Special General Body Meeting dated 17.09.2006 and unanimously resolved to appoint the 1st Developer to develop the said Property as per DCR 1991 and as per the terms of the final development agreement proposed to be executed by the parties to the development agreement in due course.
- I. Thereafter the Society and the 1st Developer entered into and executed a Development Agreement dated 4th December, 2006, in terms of which the Society granted the development rights in respect of the said Property in favour of the 1st Developer. (hereinafter referred to as the "said 1st Development Agreement").
- J. However since the said 1st Development Agreement was not stamped and registered as per the requirement of Bombay Stamp Act and Indian Registration Act, the Society and the Developer executed a Deed of Confirmation dated 23rd April, 2010 registered with the Sub-Registrar of Assurance at Andheri -2 under serial no. BDR-4/03861/2010 and thereby confirming that the Development Agreement dated 4th December, 2006 was valid, subsisting and binding upon parties therein.
- K. The Society through the 1st Developer had submitted the proposal dated 9th January 2008 with the MHADA. Pursuant thereto, the MHADA had issued its Offer Letter dated 3rd January 2008, bearing Ref. No. CO/MB/ARCH/NOC/F-993/574/08 and subsequent Offer Letter dated 3rd June 2013, bearing Ref. No. CO/MB/RDC/NOC/F-881/976/2013 for 2.4 F.S.I., and further Offer Letter dated 1st January 2019, bearing Ref. No. CO/MB/REE/NOC/F-881/01/2019 for 2.5 F.S.I.
- L. The MHADA has issued its NOC dated 11th March 2008 for construction of the new building under redevelopment on the said Land.
- M. The 1st Developer has got plans of the new building approved from MHADA under No. MH/EE/BP Cell/GM/MHADA-105/489/2020 dated 12th March 2020.
- N. All the offer letters, sanctions, IOD, CC, and Plans are valid, subsisting and not lapsed, cancelled or revoked till date.
- O. The 1st Developer was bound and liable to pay displacement compensation to each of the Existing Members to arrange their temporary alternate accommodation, brokerage and transportation etc.; as particularly described in the said 1st Development Agreement dated 4th December, 2006. Vide an unregistered Supplementary Agreement dated 9th December 2010 (hereinafter referred to as "Supplementary Agreement") the 1st Developer had undertaken to provide and pay few additional benefits and entitlements to the Society and the Existing Members as envisaged therein. The said offer letter of the 1st Developer dated 26.07.2006, the said Development Agreement dated 4th



December, 2006 r/w said Supplementary Agreement dated 9th December 2010 and 1st Power of Attorney, given in favour of 1st Developer/its director shall herein after be referred to as "Development Documents"]

- P. As the 1st Developer was facing certain challenges in relation to the re-development of the said Property and as the re-development of the Property will require infusion of substantial funds as well as technical, operational and execution expertise, the 1st Developer, approached the Society with a request to discharge it from the said development project as its developer and in its place to appoint the M/s. TRU SUN-VISION REALTY LLP, being the Promoter herein to take over the re-development of the said Property with some revised terms and arrangements and by executing a fresh Development Agreement with the Society;
- Q. The 1st Developer vide its letter dated 15TH December 2021 requested the Society to consider its request to permit it to cancel and revoke the Development Documents and appoint the Promoter herein as Society's new developer by executing a fresh development agreement.
- R. Accordingly, the said 1st Development Agreement came to be cancelled, vide the Deed of Cancellation of the Development Agreement dated 21st March, 2022 duly registered under Sr. No. BDR24-6334-2022 and thereafter the Tripartite Development Agreement dated 9th February 2023 was registered under Sr. No. BDR18-2431-2023, which was executed by and between the Society, the Promoter herein and all the Existing Members of the Society, hereinafter referred to as "said New Development Agreement", whereby the Society and all its Existing Members have granted inter-alia development rights to the Promoter to construct a new building or complete existing partly constructed building comprising of residential flats, car-parking spaces/areas and other amenities, facilities and infrastructure comprised therein to be named as "AWESTRUM LIFE" or such other name as may be confirmed by the Promoter, comprising of two wings being Wing A and Wing B, each consisting of 3 (three) basements, ground floor plus 15 (fifteen) upper habitable floors on the said Land (hereinafter collectively referred to as the "New Building") in accordance with the building rules and regulations and bye-laws of the Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM") by utilizing, consuming and loading the Floor Space Index ("FSI") in respect of the said Property and the increased, additional, present, balance, future and extra FSI and/or the purchase of Transferable of Development Rights ("TDR") and/or fungible FSI and/or floating FSI as permissible (including but not limited to development potential based on FSI/TDR generated/consumed as per D.P. Road and Development Control & Promotions Regulation, 2034 (DCPR 2034) on the said Land.
- S. Simultaneously, on execution of the said New Development Agreement, the said Society has also executed a Power of Attorney of an even date i.e. Power of Attorney dated 9th February 2023 registered under Sr. No. BDR18-2433-2023, whereby granting certain powers and authorities in respect of the proposed Redevelopment work of the



said Society, in favour of the Promoter herein, hereinafter referred to as **"the said Power of Attorney"**

- T. Under the terms of the said New Development Agreement, the Promoter are inter-alia required to allot 40 (forty) residential flats to the Existing Members including 8 (eight) residential flats to be handed over to MHADA and the Promoter are entitled to deal with and dispose off with the remaining residential flats and car parkings and other area (hereinafter referred to as **"Promoter's Premises"**) as they may deem fit and proper without any recourse to the said Society and/or MHADA.
- U. In light of the above, the Promoter is absolutely entitled to construct the New Building on the said Land and to sell the Promoter's Premises on ownership basis under the provisions of applicable law or give inter-alia on lease, license or dispose, transfer or alienate the same in any other manner as may be decided by the Promoter's and receive, accept and appropriate to the Promoter's, the consideration thereof and give full and effectual discharge for the payments received and to execute and register the necessary deeds, documents, receipts and writings in this regard in favour of the prospective purchaser(s).
- V. The Promoter propose to redevelop the said Property by consuming FSI, TDR and/or fungible FSI as per applicable law including but not limited to change in regulation for loading of TDR available due to D. P. Road and also benefits under Development Control and Promotion Regulation 2034.
- W. MHADA has sanctioned the Layout Plan of the said New Building and issued Intimation of Disapproval bearing No. MH/EE/(BP)/GM/MHADA-105/489/2019/IOA/1/Old dated 12 March, 2020 which will be further amended on time to time (hereinafter referred to as **"IOD"**) and revalidated Commencement Certificate bearing No. MH/EE/(BP)/GM/MHADA-105/489/2023/CCR/2 dated 17th May, 2023 which will be further revalidated from time to time (hereinafter referred to as **"C.C."**) in respect thereof. Hereto annexed and marked as **Annexure "3"** is copy of IOD and **Annexure "4."** is copy of CC respectively.
- X. The development of the said New Building **"AWESTRUM LIFE"** is a 'real estate project' (**"Project/Real Estate Project"**) as defined under 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, i.e. the **Real Estate Project** and the copy of the Certificate is annexed and marked as **Annexure "5"** hereto;
- Y. Ms. Vaishnavi Nair, Advocate High Court by her Title Certificate dated 30th May, 2023 have certified the title of the said Land, as clear marketable and free from all



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encumbrances and reasonable doubts. A copy of the Title Certificate issued by said advocate for the said Land have been annexed hereto and marked as Annexure "6";

- Z. The relevant details along with the annexures annexed to this Agreement are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.
- AA. The Promoter has observed, performed and complied with and will observe, perform and comply with all the demands, terms, conditions, stipulations and restrictions, if any, which have been and may come to be imposed by the office of the SRA and MCGM and other governmental authorities, from time to time, in relation to the development of the said Land;
- AB. The development rights in respect of the said Land or any part thereof are not in any way encumbered by way of sale, assignment, mortgage, charge, lien, trust, lease, sub-lease, license, tenancy, gift, exchange, easement, claim, transfer, encroachments, trespassers, tenants, occupants and any third party rights or any other right or otherwise;
- AC. There is no litigation pending or proceedings in any court of law or tribunal or arbitration or any competent authority or order passed therein with respect to the said Land and/or in respect of and/or affecting the development rights of the Promoter in respect of the said Land, nor is there any attachment or injunction on the said Land or any part thereof either before or after judgment or any money decree passed against the Development. Further, there are no orders passed, in any litigation or any prohibitory order or statutory order or otherwise, which affect the said Land or its development potential in any manner or restricts the development of the said Land or any part thereof;
- AD. There are no impediments or prohibition under any labour law or under any agreement, memorandum, recording, document or otherwise relating to labour and there are no disputes/claims towards any statutory or contractual labour dues, pending, whereby the Promoter is in any manner affected, prevented, hindered or prohibited from developing the said Land or any part thereof.
- AE. The Promoter are entitled and enjoined upon to construct New Building on the Land in accordance with the recitals hereinabove;
- AF. The Promoter is in possession of the Land and there is no reservation as per DCPR 2034.
- AG. The Allottee is offered an Apartment bearing number ____ on the ____ floor, (herein after referred to as the said "Apartment") in the ____ wing of the New Building called as AWESTRUM LIFE being the New Building being constructed in the said Land as more particularly described in the Second Schedule hereunder written, by the Promoter.
- AH. the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;



- AI. the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the New Building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the New Building.
- AJ. By virtue of the said New Development Agreement and New Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said New Building to be constructed by the Promoter on the said Land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;
- AK. On demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Land and the New Building and the plans, designs and specifications prepared by the Promoter's Architect being Icon Architect & Engineers (Architect) and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- AL. The authenticated copies of the plans of the IOD as approved by the concerned Local Authority have been annexed hereto and marked as Annexure 3.
- AM. The authenticated copies of the floor plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority as shown in the thick red colour boundary lines on floor plan thereof hereto annexed and marked Annexures 7 as more particularly set out in Second Schedule hereunder written;
- AN. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said New Building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said New Building;
- AO. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Land and the said New Building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said New Building shall be granted by the concerned local authority.
- AP. The Promoter shall accordingly commence construction of the said New Building in accordance with the said proposed plans.
- AQ. The Allottee has applied to the Promoter for allotment of an Apartment No. onfloor in __ wing situated in the New Building known as Awestrum Life being constructed in the said Land.
- AR. The carpet area of the said Apartment is square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for



exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

- AS. 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;
- AT. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- AU. Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment and the garage / covered parking (if applicable) with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- AV. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment) and the garage / covered parking (if applicable).

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

1. The Promoter shall construct the said New Building on the Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1(a)(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No.....of the type of carpet area admeasuring sq. metres on floor in B Wing of the New Building (hereinafter referred to as "the Apartment") as shown in the thick red colour boundary lines on floor plan thereof hereto annexed and marked Annexures 7 for the consideration of Rs.including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and



facilities which are more particularly described in the Annexure 8 annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

1(a) (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee ____ number of garage situated at basement and/or stilt being constructed in the layout for the consideration of Rs. ____/-

1(a)(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee ____ number of covered parking spaces situated at basement and/or stilt being constructed in the layout for the consideration of Rs. ____/-.

1(b) The total aggregate consideration amount for the apartment including garages / covered parking spaces is thus Rs. ____/

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. ____ (Rupees ____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. ____ (Rupees ____ in the following manner :

i. Amount of Rs. ____/- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement

ii. Amount of Rs. ____/- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the New Building in which the said Apartment is located.

iii. Amount of Rs. ____/- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the New Building in which the said Apartment is located.

iv. Amount of Rs. ____/- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs. ____/- (.....) (not exceeding 80% of the total



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

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

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

viii. Balance Amount of Rs...../-() against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment].

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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



1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

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

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").



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3. The Promoter hereby declares that the total Floor Space Index available as on date in respect of the said Land is 6414.21 sq. mtrs (including) Fungible Area. Promoter has planned to utilize Sale Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control and Promotions Regulations 2034, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 5226.99 square meters (including Fungible Area) as proposed to be utilized by him on the Land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.



Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings inside the Apartment and common areas and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 8 and Annexure 9 respectively", annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before 31st December, 2026. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of

(i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in



writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:
- 7.3 Failure of Allottee to take Possession of Apartment. Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Apartment] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of receipt of occupancy permission of the Apartment, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/shop/ for carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of



Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the Land on which the New Building with two wings are constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the Land and New Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Land and New Building. Until the Society or Limited Company is formed and the said structure of the New Building or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs..... per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be. The Allottee shall not be allowed to use the amenities provided in the rehab component of New Building

10. The Allottee shall on or before delivery of possession of the said premises



keep deposited with the Promoter, the following amounts :

(i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs.....for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

(iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs.....For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs_____for deposits of electrical receiving and Sub Station provided in Layout

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

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

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER



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

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



- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge u n d i s p u t e d governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :
- i. To maintain the Apartment at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment



and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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

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

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

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

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



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

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

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

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

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

16. Nothing contained in this Agreement is intended to be nor shall be



construed as a grant, demise or assignment in law, of the said Apartments and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the Land is transferred to the Apex Body/Federation as hereinbefore mentioned.

17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

18. **BINDING EFFECT**

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

19. **ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if



any, between the Parties in regard to the said apartment/building, as the case may be.

20. RIGHT TO AMEND

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

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

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

22. SEVERABILITY

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

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment] to the total carpet area of all the [Apartments] in the Project.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the



other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

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

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

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

Name of Allottee
(Allottee's Address)
Notified Email ID: _____

M/s Promoter name
(Promoter Address)
Notified Email ID: _____

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



28. **JOINT ALLOTTEES**

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

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

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

31. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement



A handwritten signature in blue ink, consisting of a stylized 'S' and 'V' followed by a horizontal line.



THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the "said Land")

All that piece and parcel of land bearing C.T.S. No. 195 (part) of Village Andheri, admeasuring 967.71 square metres or thereabouts lying, being and situated at D. N. Nagar, Andheri (West), Mumbai - 400 053, Taluka Andheri in the Registration District and Sub-District of Mumbai Suburban.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the "said Apartment")

Apartment bearing ____ in the on the ____ floor in the ____ Wing of the New Building known as Awestrum Life being constructed on the said Land being described in the First Schedule hereunder written.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

SIGNED SEALED ND DELIVERED by the)
Within named "Promoter")
M/s. TRU SUN-VISION REALTY LLP)
by the hands of its Authorized Signatory)
_____)
(as authorized at the meeting)
held on _____)
In the presence of...)
1.)

2.)

SIGNED AND DELIVERED by the)
Within named "Allottee/s")
_____)
In the presence of...)
1.)
2)



RECEIPT

RECEIVED of and from the within named Allottee/s a sum of **Rs. /- (Rupees Only)** as part payment out of the total Purchase Price of **Rs. /- (Only)** on execution hereof for the purchase of the Flat bearing no. ___ on the ___ Floor in ___ Wing of the New Building known as "**Awestrum Life**" in the following manner:

Sr.No.	Date	Cheque No.	Bank Details	Amount (Rs.)
			TOTAL	

WE SAY RECEIVED

For M/s. TRU SUN-VISION REALTY LLP

FOR TRU SUN-VISION REALTY LLP



Authorised Signatory

AUTHORISED SIGNATORY

Witnesses:

- 1.
- 2.

