

## APPLICATION

Booking Date:

Ref. No.:

(Should be printed in advance on all pages)

Thank you for choosing a Home at our Project at Bandra

Photo

### 1. DETAILS OF FIRST APPLICANT

Please provide the following information to enable us to process your application

Name of Applicant Mr / Mrs / Ms / M/s. \_\_\_\_\_  
(Last name) \_\_\_\_\_ (First name) \_\_\_\_\_ DOB: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(dd/mm/yy)

Permanent Address of First Applicant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Post Code: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

Mailing Address of First Applicant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Post Code: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

Preferred address for all correspondence:  Permanent  Mailing

Residential Status:  Resident Non-Resident Indian  Foreign National of Indian Origin

Mobile No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

Landline No.: \_\_\_\_\_ PAN/ AADHAR No.: \_\_\_\_\_ Nationality: \_\_\_\_\_

Occupation:  Self-Employed  Business Promoter  Salaried Executive

Organisation Name: \_\_\_\_\_ Designation: \_\_\_\_\_

Organisation Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Post Code: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

Organisation Phone Numbers: \_\_\_\_\_

Other Details / Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Signature of  
First Applicant

Signature of  
Second Applicant

Signature of  
Third Applicant

Signature of  
Fourth Applicant

## APPLICATION

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### 2. DETAILS OF SECOND

Please provide the following information to enable us to process your application

Name of Applicant Mr / Mrs / Ms / M/s. \_\_\_\_\_  
(Last name) \_\_\_\_\_ (First name) \_\_\_\_\_ DOB: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(dd/mm/yy)

Permanent Address of Second Applicant: \_\_\_\_\_  
\_\_\_\_\_

Post Code: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

Mailing Address of Second Applicant: \_\_\_\_\_  
\_\_\_\_\_

Post Code: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

Preferred address for all correspondence:  Permanent  Mailing

Residential Status:  Resident Non-Resident Indian  Foreign National of Indian Origin

Mobile No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

Landline No.: \_\_\_\_\_ PAN/ AADHAR No.: \_\_\_\_\_ Nationality: \_\_\_\_\_

Occupation:  Self-Employed  Business Promoter  Salaried Executive

Organisation Name: \_\_\_\_\_ Designation: \_\_\_\_\_

Organisation Address: \_\_\_\_\_  
\_\_\_\_\_

Post Code: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

Organisation Phone Numbers: \_\_\_\_\_

Other Details / Remarks: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Signature of  
First Applicant

Signature of  
Second Applicant

Signature of  
Third Applicant

Signature of  
Fourth Applicant

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### 3. DETAILS OF THIRD APPLICANT

Please provide the following information to enable us to process your application

Name of Applicant Mr / Mrs / Ms / M/s. \_\_\_\_\_  
(Last name) \_\_\_\_\_ (First name) \_\_\_\_\_ DOB: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(dd/mm/yy)

Permanent Address of Third Applicant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Post Code: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

Mailing Address of Third Applicant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Post Code: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

Preferred address for all correspondence:  Permanent  Mailing

Residential Status:  Resident Non-Resident Indian  Foreign National of Indian Origin

Mobile No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

Landline No.: \_\_\_\_\_ PAN/ AADHAR No.: \_\_\_\_\_ Nationality: \_\_\_\_\_

Occupation:  Self-Employed  Business Promoter  Salaried Executive

Organisation Name: \_\_\_\_\_ Designation: \_\_\_\_\_

Organisation Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Post Code: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

Organisation Phone Numbers: \_\_\_\_\_

Other Details / Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Signature of  
First Applicant

Signature of  
Second Applicant

Signature of  
Third Applicant

Signature of  
Fourth Applicant

## APPLICATION

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### 4. DETAILS OF FOURTH APPLICANT

Please provide the following information to enable us to process your application

Name of Applicant Mr / Mrs / Ms / M/s. \_\_\_\_\_  
(Last name) \_\_\_\_\_ (First name) \_\_\_\_\_ DOB: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(dd/mm/yy)

Permanent Address of Fourth Applicant: \_\_\_\_\_  
\_\_\_\_\_

Post Code: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

Mailing Address of Fourth Applicant: \_\_\_\_\_  
\_\_\_\_\_

Post Code: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

Preferred address for all correspondence:  Permanent  Mailing

Residential Status:  Resident Non-Resident Indian  Foreign National of Indian Origin

Mobile No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

Landline No.: \_\_\_\_\_ PAN/ AADHAR No.: \_\_\_\_\_ Nationality: \_\_\_\_\_

Occupation:  Self-Employed  Business Promoter  Salaried Executive

Organisation Name: \_\_\_\_\_ Designation: \_\_\_\_\_

Organisation Address: \_\_\_\_\_  
\_\_\_\_\_

Post Code: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

Organisation Phone Numbers: \_\_\_\_\_

Other Details / Remarks: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Signature of  
First Applicant

Signature of  
Second Applicant

Signature of  
Third Applicant

Signature of  
Fourth Applicant

Ref. No.: □□□□□□□□□□□□

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#### 4. . DETAILS OF COMPANY/ PARTNERSHIP FIRM

Name :\_\_\_\_\_

Registered Office:\_\_\_\_\_

Post Code:\_\_\_\_\_ State:\_\_\_\_\_ Country:\_\_\_\_\_

Corporate Office:\_\_\_\_\_

Post Code:\_\_\_\_\_ State:\_\_\_\_\_ Country:\_\_\_\_\_

Taxpayer's Identification Number (TIN) No.:\_\_\_\_\_

Permanent Account Number (PAN) No.:\_\_\_\_\_

Date of Board Resolution / Authority Letter:\_\_\_\_\_ In favour of:\_\_\_\_\_

Email Address:\_\_\_\_\_

Contact No.:\_\_\_\_\_

Fax No.:\_\_\_\_\_

The Applicant(s), in case of a Company / Partnership Firm, shall provide the list of its existing shareholders / partners as on the date of signing this Application.

Name of Shareholders / Partners	% Holding
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name of Directors:\_\_\_\_\_

Date:\_\_\_\_\_

Signature of  
First Applicant

Signature of  
Second Applicant

Signature of  
Third Applicant

Signature of  
Fourth Applicant

## APPLICATION

### 4. DETAILS OF HOME APPLIED FOR AT PROJECT BANDRA

Type : \_\_\_\_\_ Tower: \_\_\_\_\_ Floor: \_\_\_\_\_ Flat No.: \_\_\_\_\_

Carpet Area: \_\_\_\_\_ sq.ft. (exclusive of balconies) No. of Parking(s) Requested: \_\_\_\_\_ stack/podium/basement  
\_\_\_\_\_  
Sale Price: \_\_\_\_\_ (Excluding  
tax) \_\_\_\_\_ (In words) Payment Plan: Annexure 1

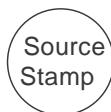
### 5. SOURCE OF BOOKING

Direct Please specify: \_\_\_\_\_

Corporate Please specify: \_\_\_\_\_

Referral Source Name: \_\_\_\_\_ Contact No.: \_\_\_\_\_  
Project: \_\_\_\_\_ Contact No.: \_\_\_\_\_

Channel Partner Name: \_\_\_\_\_ Contact No.: \_\_\_\_\_  
Company: \_\_\_\_\_ RERA ID: \_\_\_\_\_ Email /ID: \_\_\_\_\_



Source Signature:

### 6. APPLICATION MONEY DETAILS

1) Ref. No.:

2 Paid- \_\_\_\_\_

(In words) towards the Application Money,  
paid by vide Demand Draft / Pay Order / Cheque No.: \_\_\_\_\_ in favour  
of \_\_\_\_\_ drawn on: \_\_\_\_\_ (bank name)

dated \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ from A/c. No.: \_\_\_\_\_  
(dd/mm/yy)

A/c. name: \_\_\_\_\_

3) Paid \_\_\_\_\_

(In words) towards the GST on Application Money,  
paid by vide Demand Draft / Pay Order / Cheque No.: \_\_\_\_\_ in favour of

[•] on: \_\_\_\_\_ (bank name) dated \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(dd/mm/yy)

from A/c. No.: \_\_\_\_\_ A/c. name: \_\_\_\_\_  
(Last name) (First name)

for above Flat.

Date: \_\_\_\_\_

Signature of  
First Applicant

Signature of  
Second Applicant

Signature of  
Third Applicant

Signature of  
Fourth Applicant

## TERMS AND CONDITIONS

### 1 Definitions

1.1	<b>Sale Price</b>	: Rs. _____/- (Rupees _____ _____ Only)
1.2	<b>Application Money</b>	: Rs. _____/- (Rupees _____ _____ Only)
1.3	<b>Earnest Money</b>	: Rs. _____/- (Rupees _____ _____ Only) being 9.9% of the Sale Price (which amount is inclusive of the Application Money)
1.4	<b>Promoters</b>	<p><b>Promoter:</b></p> <p><b>M/s SHETH REALTORS</b>, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 and having its office at Unit No 1204, 12<sup>th</sup> floor, Hallmark Business Plaza, Sant Dnyaneshwar Marg, Near Guru Nanak Hospital, Bandra (East), Mumbai 400 051.</p> <p><b>Co- Promoter/Landowner:</b></p> <p><b>PRIDE HILL DEVELOPERS PRIVATE LIMITED</b> a company incorporated under the provisions of the Companies Act</p>

		<p>Laram Center, M. A. Road, Andheri (West), Mumbai -400058</p> <p>"Co-Promoter/Landowner" and "Promoter" are hereinafter collectively referred to as "<b>Promoters</b>".</p>
1.5	<b>Other Charges</b>	: Other charges specified in the <b>ANNEXURE-2</b> annexed hereto.
1.6	<b>Flat</b>	: Flat No. _____ admeasuring _____ sq. mtr. carpet area (i.e. _____ square feet) on the _____ habitable floor and as shown in red colour boundary line on the plan annexed hereto and marked as <b>ANNEXURE "4"</b> in the building known as " <b>Beaupride</b> " (" <b>said Building</b> ") standing on Project Property. The Flat also has attached balcony(ies) admeasuring _____ sq. mtrs. or thereabouts as shown in red hatched line on the floor plan annexed and marked as <b>ANNEXURE "4"</b> hereto (hereinafter referred to as " <b>Balcony</b> ").
1.7	<b>Car Parking</b>	: _____
1.8	<b>Project Property</b>	: All that piece and parcel of land bearing (i) C.T.S Nos. A/754 admeasuring 1149.7 square meters, (ii) A/755A and A/755B admeasuring 896.30 square meters and (iii) A/757 admeasuring 453.20 square meters, thus aggregating to 2499.20 square meters or thereabouts situate at Hill Road, Bandra West, Mumbai – 400 050
1.9	<b>Project</b>	: Residential cum Commercial building known as " <b>Beaupride</b> " to be constructed on Project Property.

1.10	<b>RERA</b>	: The Real Estate (Regulation and Development) Act, 2016 and the Rules made there under and as amended and modified from time to time.
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## 2. Application

2.1 This Application constitutes an offer by the Applicant(s) to acquire the Flat in the Project at or for the Sale Price together with the Other Charges.

## 3. **NRI / Non Resident / Foreign National of Indian Origin / Foreign Nationals / Foreign Companies**

3.1 The Applicant(s) agrees that in case the Applicant(s) is an NRI or Non-Resident / Foreign National of Indian Origin / Foreign Nationals / Foreign Companies, then in that event, the Applicant(s) shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and rules / guidelines made / issued there under and all other applicable laws including that of remittance of payments, acquisition / sale, transfer of immovable properties in India. In case, any such permission is refused or subsequently found lacking, by any statutory authority, the same shall constitute breach of the terms hereof.

## 4. Sale Price

4.1 The Applicant(s) shall make timely payment of the Sale Price as per the Payment Schedule specified in **ANNEXURE - 1** annexed hereto, time being of the essence. It shall be the obligation of the Applicant(s) to make the payment of each of installment of the Sale Price after deducting the Tax Deducted at Source ("TDS") as per applicable law. The deduction of an amount made by the Applicant(s) on account of TDS as may be required under prevailing law

deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site.

4.2 This Application shall be accompanied by a Cheque / Demand Draft / Pay Order payable at Mumbai for the amount equivalent to Application Money drawn in favour of "**Sheth Realtors**" and a Cheque / Demand Draft / Pay order payable at Mumbai, drawn in favour of "**Sheth Realtors**" towards GST.

4.3 Notwithstanding anything contained in this Application or otherwise, in the event the cheque/s issued by the Applicant(s) is/are bounced / not honoured by the banker/s of the Applicant(s) then without prejudice to rights of the Promoters to claim interest on the amounts due and/or cancel and terminate this Application in the manner provided herein, the Applicant(s) shall be liable to pay Rs.1000/- (Rupees One Thousand only) plus GST, towards as cheque/s bouncing charges for each incident of cheque bouncing.

## **5. Acceptance of Application**

5.1 The Applicant(s) shall submit the Application Form, duly filed in with all the details alongwith Application Money. The Applicant shall make the payment of balance amount of Earnest Money within 30 (thirty) days from the date hereof and the balance Sale Price as per Payment Schedule as contained in Annexure – 1 annexed hereto. It is clarified that this Application and / or the receipt of the Earnest Amount do not confer or constitute any right upon the Applicant(s) in or to the Flat .

5.2 The Application shall be deemed to be incomplete until the deposit and clearance of the entire Earnest Amount.

5.3 The Promoters shall have the right to reject the Application at its sole discretion and without assigning any reason for the same, till the execution and registration of the Agreement for Sale

be refunded to the Applicant(s) in full without interest within 30 (thirty) days from the date of such rejection.

5.4 The Applicant(s) agrees and undertakes to execute and register an Agreement for Sale under the provisions of applicable law in respect of the Flat, within 30 (thirty) days from the date of intimation by the Promoters and in the form as drawn up by the Promoters. It is clarified that the Promoters shall invite the Applicant(s) to execute and register Agreement for Sale, subject (i) Application is not rejected by the Promoters, (ii) the Applicant(s) observing and performing all the terms and conditions of this Application and (iii) the Applicant(s) paying the necessary stamp duty and registration charges thereon. In the event the Applicant(s) fail(s) and/or neglect(s) to execute and register the Agreement for Sale within the agreed time as stipulated under this clause, then, without prejudice to the rights and remedies available to the Promoters under RERA or otherwise including right to cancel this Application, the Applicant(s) shall be liable to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon per annum on the Earnest Money calculated from the date of this Application till execution and registration of the Agreement for Sale by the Applicant(s) or cancellation and termination of this Application, (whichever is earlier).

5.5 The Applicant(s) agrees and undertakes to be bound by and undertakes to perform all the obligations and the terms and conditions as contained herein, including the obligation to make payments of Sale Price as per the Payment Schedule specified in Annexure-1 annexed hereto and Other Charges specified in Annexure -2 annexed hereto.

5.6 The Applicant(s) hereby confirm, agrees and acknowledges that, if this Application of Flat is done by the Applicant(s) through any Agent/Broker ("Agent/Broker"), then in that event the Promoters shall not be held liable and responsible for any misrepresentation, misleading or false information provided by such Agent/Broker in respect of Real Estate Project and the Applicant(s) further confirm that Promoters shall not be held liable and responsible for any internal arrangement arrived at by and between such Agent/Broker with the Applicant(s).

6.1 The Applicant(s) hereby confirm(s) that he/she/they has/have inspected all the documents pertaining to the title of the Project Property and has /have satisfied himself/herself/themselves with the interest and title of the Promoters with respect to the Project Property and has /have satisfied and accepted the same.

6.2 The Applicant(s) hereby confirm(s) that he/she/they has/have obtained all information and details in relation to the Project and has/have satisfied and accepted the same.

6.3 The Applicant(s) hereby confirms that he/she/they has/have inspected all the existing approvals in respect of the development of the Project. The Applicant(s) is aware that, while some of the approvals for development of the Project have been obtained, the Promoters have applied for and / or are in the process of applying for further approvals from the concerned statutory authorities and the Applicant(s) is satisfied with the same. The Applicant(s) agrees to abide by the terms and conditions of all such approvals.

6.4 The Applicant(s) is aware that the dimension, shape and size of the Flat will be in accordance with the building plans which may increase or decrease by 3% (three per cent) in the carpet area as provided herein. In the event there being any increase upto 3% (three per cent) of the carpet area as agreed to be allotted, then in that event the Sale Price shall proportionately stand increased and shall be paid by the Applicant(s) to the Promoters, proportionately in the installment of Sale Price due and payable as per Payment Schedule set out in Annexure-1 hereto. In the event there being decrease in carpet area of the Flat upto 3% (three per cent) of the carpet area as agreed to be allotted, then the Sale Price in respect of the Flat shall accordingly be adjusted proportionately in the installment of Sale Price due and payable by the Applicant(s). In the event due to increase or decrease more than 3% (three per cent) as agreed herein and if the Applicant(s) desires to withdraw this Application, on account of such changes, the Applicant(s) shall issue a written request of such withdrawal to the Promoters and on receipt of such request, the Promoters shall cancel this Application and refund the

6.5 It is expressly agreed that the entitlement of the Applicant(s), on execution and registration of the Agreement for Sale, shall only be restricted to the Flat and the Promoters shall be entitled to deal with all the other flats/premises in the Project and the Project Property without any reference or recourse or consent or concurrence from the Applicant(s) in any manner whatsoever. The Promoters shall be entitled to develop the Project Property without any reference or recourse or consent or concurrence from the Applicant(s) in any manner whatsoever.

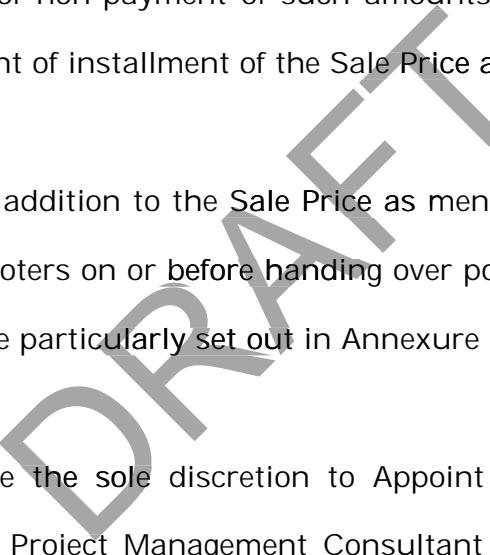
6.6 Along with the Flat, Promoters have also agreed to permit the Purchaser/s, the right to exclusive use and occupy \_\_\_\_\_ Car Parking in the said Building. It is clarified that location of the Car Parking shall be identified by the Promoters at their sole and absolute discretion at the time of offering possession of the Flat.

6.7 The Flat may be with fixtures, fittings and amenities as set out in **ANNEXURE-3** hereto.

## **7. Rules Governing Schedule of Payments**

7.1 The Promoters shall as per the Payment Schedule, intimate in writing to the Applicant(s) herein to make payment of the amount payable as stated in the Payment Schedule and the Applicant(s) shall without any demur or protest, make payment within 10 (ten) days of issuance of intimation in writing by the Promoters /, time being of the essence. In the event such payment is not made within the prescribed period of 10 (ten) days, then on expiry of 10 (ten) days, the Promoters, without prejudice to the rights and remedies available to Promoters under law including its right to cancel and terminate this Application / Agreement for Sale, shall be entitled and the Applicant(s) shall be liable to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon per annum on the outstanding amount calculated from the due date of payment till actual payment and realization thereof.

tax, land revenue, NA Taxes, other taxes (Municipal / State / Federal) and / or other statutory duties, GST (as and when and if applicable), levies, cesses, charges, deposits, premiums, duties imposed by Statutory Authorities, Stamp Duty, Registration Charges, Common Area Maintenance Charges, and / or other outgoings by any other name in respect of and applicable to Project Property, Project, said Building and Flat, existing on or imposed after the date of this Application, whether payable now and / or in future and / or those which is / are sub judice, including interest and penalties thereon, including those which may become enforceable retrospectively and computed as per law, and shall be to the account and liability of and borne and paid by the Applicant(s) alone, without any delay / protest. Further, the Applicant(s) agrees that in the event of non-payment of such amounts, the Promoters shall have similar remedy as of none payment of installment of the Sale Price as stated in this Application..



- 7.3 The Applicant(s) shall, in addition to the Sale Price as mentioned in this Application Form for the Flat, pay to the Promoters on or before handing over possession of the Flat, the amount(s) and other charges as more particularly set out in Annexure 2 hereto.
- 7.4 The Promoters shall have the sole discretion to Appoint / Nominate the Service / Utility Providers / Vendors and Project Management Consultant on such terms and conditions as agreed by the Promoters and the same shall be binding upon the Applicant(s).
- 7.5 All payments, required to be made under this Application (except GST) shall be made by Account Payee Cheques / Pay Order / Demand Drafts in favour of the "**Sheth Realtors**", unless otherwise informed by the Promoters to the Applicant(s) in writing. The payments towards GST shall be made by Account Payee Cheques / Pay Order / Demand Drafts in favour of "**Sheth Realtors**" unless otherwise informed by the Promoters to the Applicant(s) in writing. No payment made otherwise than as aforesaid, shall be valid or binding against the Promoters /, unless otherwise informed by the Promoters to the Applicant(s) in writing.
- 7.6 In the event the Applicant(s) obtains a loan from any Bank / Financial Institution for payment

Promoters, as and when due, even if the loan or part thereof is not disbursed by the Bank / Financial Institution.

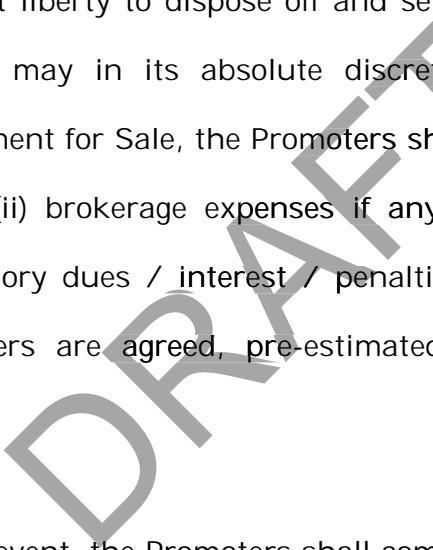
- 7.7 The Applicant(s) declares and affirms that in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by both and all the Applicant(s) shall be treated as one single person / entity for the purpose of this Application and all shall be liable for the consequences jointly as well as severally.
- 7.8 The Promoters shall be entitled to offer receivables from the Flat as security to any Credit / Financial Institution, bank or other person / body.

## **8. Events of Default, Cancellation and Consequences**

### **8.1 Application Form**

In the event the Applicant(s) commits a breach of the terms and conditions contained in this Application, the Promoters shall be entitled to terminate this Application, after the Promoters gives to the Applicant(s), firstly a notice of 15 days and thereafter a notice of 7 days ("Notice Period") in writing of its intention to do so and the Applicant(s) fails to remedy / rectify such breach within Notice Period. In the event of the failure of the Applicant(s) to rectify such breach within the Notice Period then this Application shall stand terminated ipso facto without any further act, deed or thing and upon such termination, the Applicant(s) shall have no claim on the Flat. Upon the termination of this Application, the Promoters shall be at liberty to dispose off and sell the Flat to such person and at such price as the Promoters may in its absolute discretion think fit and proper. Upon the termination of this Application, the Promoters shall be entitled to forfeit (i) the Earnest Money paid by the Applicant(s) (ii) brokerage expenses if any, incurred by the Promoters and (iii) applicable taxes / statutory dues / interest / penalties. It is clarified that the amounts so forfeited by the Promoters are agreed, pre-estimated, genuine and reasonable liquidated damages.

In the event the Applicant(s) commits a breach of the terms and conditions contained in Agreement for Sale, the Promoters shall be entitled to terminate Agreement for Sale, after the Promoters gives to the Applicant(s), a notice of 30 days ("Notice Period under Agreement") in writing of its intention to do so and the Applicant(s) fails to remedy / rectify such breach within Notice Period under Agreement. In the event of failure of the Applicant(s) to rectify such breach within the Notice Period under Agreement then the Agreement for Sale shall stand terminated ipso facto without any further act, deed or thing and upon such termination, the Applicant(s) shall have no claim on the Flat. Upon the termination of the Agreement for Sale, the Promoters shall be at liberty to dispose off and sell the Flat to such person and at such price as the Promoters may in its absolute discretion think fit and proper. Upon the termination of the Agreement for Sale, the Promoters shall be entitled to forfeit (i) 10% (ten per cent) of the Sale Price (ii) brokerage expenses if any, incurred by the Promoters and (iii) applicable taxes / statutory dues / interest / penalties. It is clarified that the amounts so forfeited by the Promoters are agreed, pre-estimated, genuine and reasonable liquidated damages.



- 8.3 Subject to force majeure event, the Promoters shall complete the construction of the Flat on or before December, 2019 ("Possession Date"). Before delivery of the possession of the Flat, the Applicant(s) shall make the payment of Other Charges, specified in Annexure-2 along with all applicable direct and indirect taxes (including GST) to the Promoter without any delay and/or demure.
  
- 8.4 The Applicant(s) agrees that in case the Promoters is unable to offer the possession of the Flat on or before the Possession Date subject to force majeure Events, then the Applicant(s) may, by giving notice in writing to the Promoters elect to cancel / terminate Agreement for Sale and in such event, the Promoters shall be liable to refund to the Applicant(s) the amounts already received until the date of such cancellation / termination, alongwith interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon per annum, within 30 (thirty) days from the date of such termination / cancellation. The Applicant(s) agree

/encashed by the Applicant(s) or not, will be considered as acceptance of the refund made by the Promoters and the liability in terms of the said refund shall come to an end forthwith. Upon such refund by the Promoters to the Applicant(s), then the Agreement for Sale (to be executed) shall be deemed to be cancelled/ terminated and accordingly the Applicant's right, title, interest or benefit of any nature whatsoever in respect of the Flat shall stand cancelled/terminated forthwith. In pursuance thereto, the Promoters shall be entitled to sell, transfer, mortgage or dispose off the Flat to any person or persons, at their sole discretion. The Applicant(s) shall not take or make any objection, contention, obstruction, claim or any proceeding in respect of the Promoters re-allotting the Flat to any other person or persons pending refund of balance monies (after deduction) as mentioned hereinabove. In such an event, the Applicant(s) shall not be entitled to claim any right, title, interest or benefit of any nature whatsoever in respect of the Flat.

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8.5 On cancellation / termination of this Application, the Applicant(s) shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoters or against the Flat / Project. The Applicant(s) hereby irrevocably authorises the Promoters to execute and register such necessary deeds, documents and writings, for and on behalf of the Applicant(s), in respect of and relating to the termination of this Application including a Deed of Cancellation / Termination, without any reference or recourse to the Applicant(s).

## **9. Terms of Transfer**

9.1 Keeping in mind and to safeguard the exclusivity of the Project, the Applicant(s) shall not transfer or assign the Applicant(s) interest or benefit under this Application without the prior written consent of the Promoters.

## **10. Declaration of free will**

10.1 The Applicant(s) hereby expressly admits, acknowledges and confirms that no terms,

Promoters and / or its Agents to the Applicant(s) and / or his/her/their Agents, shall be deemed to form part of this Application Form or to have induced the Applicant(s) to make this Application. The relationship between the Applicant(s) and the Promoters in respect of the Flat shall be governed only by the terms and conditions of this Application.

## **11. Communication**

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

11.2 In case of joint Applicants, communication sent to the first Applicant shall be deemed to have been sent to all the Applicant(s).

11.3 The Applicant(s) grants his/her/their consent to the Promoters to communicate its marketing communication of the Promoters by letters / email / voice, SMS or otherwise, to the contact details of the Applicant(s) included in this Application Form.

## **12. General Provisions**

12.1 The invalidity of any of the terms, conditions or stipulations of this Application shall not affect the validity of the remaining terms, conditions or stipulations of this Application or the validity of the Application itself.

12.2 No failure to exercise or delay in exercising or enforcing any rights or remedies under this Application shall constitute a waiver thereof and no single or partial exercise or enforcement of

12.3 The Applicant agrees and confirms not to seek any amendment, modification and/or change in the terms and conditions of this Application Form

12.4 The Applicant(s) shall treat all information pertaining to the Project, including without limitation, the terms of this Application and its Annexures and all writings and communications, plans, drawings, approvals relating to the Project as Confidential and shall not disclose the same to any third party(ies) and shall neither use, nor reproduce for use in any manner whatsoever the same, save and except to any family member and / or lender for the Flat. This clause shall survive the termination of this Application / Confirmation of Allotment.

12.5 The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural or vice versa. A reference to any gender includes a reference to all other genders.

12.6 The Applicant(s) is making this Application after reading and understanding the terms and conditions contained herein and has/have agreed to abide by the same.

Remarks:

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Date Signature of First Applicant

Signature of Second Applicant

Signature of Third Applicant

Signature of Fourth Applicant

## CHECKLIST

Ref. No.: \_\_\_\_\_

### CHECK LIST FOR RECEIVING OFFICER

- Pay Order / Demand Draft / Cheque for Application Money.
- Applicant(s) signature on all pages of the Application at the places as specified.

#### 1. FOR INDIVIDUAL

- Pan No. and Self attested copy of Pan Card / Form 16.
- Self attested copy of Address Proof: Driving License / Passport / Electricity Bill
- / / Voter's ID Card. One Passport Size Colour Photograph for each Applicant.
- Aadhar Card
- \_\_\_\_\_

#### 2. FOR FOREIGN NATIONALS OF INDIAN ORIGIN

- Self attested copy of Passport - front and back.
- Proof of payment of funds from NRE / FCNR A/c, attested by bank.
- Self attested copy of PIO (Person of Indian Origin) Card.
- Self attested copy of OCI (Overseas Citizen of India) Card.
- One Passport Size Colour Photograph for each Applicant.
- \_\_\_\_\_
- \_\_\_\_\_

#### 3. FOR NRI

- Self attested copy of Passport - front and back.
- Proof of payment of funds from NRE / NRO A/c, attested by bank.
- Self attested copy of Green Card.
- Self attested copy of Employment Card issued by the Employer.
- One Passport Size Colour Photograph for each Applicant.
- \_\_\_\_\_
- \_\_\_\_\_

#### 4. FOR COMPANY

- Certified copy of Memorandum and Articles of Association.
- Certified copy of Board Resolution.
- Certified copy of Incorporation.
- Self attested copy of Pan Card.
- Self attested List of Shareholders and their percentage holding.
- Self attested List of Directors.
- \_\_\_\_\_
- \_\_\_\_\_

- Certified extract of Registration from Registrar of firms / Certificate of LLP.
- Self attested copy of Authorisation Letter / Power of Attorney from All Partners.
- Self attested copy of Pan Card.
- \_\_\_\_\_
- \_\_\_\_\_

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Name of Sales  
Executive

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Signature

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VP Sales &  
Marketing

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Director (Sales & Marketing)

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CEO

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Name of General Manager (Commercial Sales)

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Signature

<<Note : to add signature of other Partner]

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## INDEX OF ANNEXURE

### Annexures to the Application Form

<b>Annexure 1</b>	<b>Payment Schedule</b>
<b>Annexure 2</b>	<b>Other Charges</b>
<b>Annexure 3</b>	<b>List of Fixtures and Fittings in Flat</b>
<b>Annexure 4</b>	<b>Proposed Typical Floor Plan of the Flat</b>

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**Annexure - 1**  
**Payment Schedule**

- i. Rs.\_\_\_\_\_/- of the Sale Price alongwith applicable GST and other taxes paid by the Purchaser/s to Promoter on or before execution of these presents (the payment and receipt whereof Promoter hereby admit and acknowledge);
- ii. Rs.\_\_\_\_\_/- of the Sale Price alongwith applicable GST and other taxes to be paid by the Purchaser/s to Promoter within a period of 21 (twenty one) days from the date of this Agreement.
- iii. Rs.\_\_\_\_\_/- of the Sale Price alongwith applicable GST and other taxes to be paid by the Purchaser/s to Promoter on completion of 1<sup>st</sup> residential slab/plinth;
- iv. Rs.\_\_\_\_\_/- of the Sale Price alongwith applicable GST and other taxes to be paid by the Purchaser/s to Promoter on completion of 5<sup>th</sup> residential slab;
- v. Rs.\_\_\_\_\_/- of the Sale Price alongwith applicable GST and other taxes to be paid by the Purchaser/s to Promoter on completion of 9<sup>th</sup> residential slab;
- vi. Rs.\_\_\_\_\_/- of the Sale Price alongwith applicable GST and other taxes to be paid by the Purchaser/s to Promoter on completion of 13<sup>th</sup> residential slab;
- vii. Rs.\_\_\_\_\_/- of the Sale Price alongwith applicable GST and other taxes to be paid by the Purchaser/s to Promoter on completion of top residential slab;
- viii. Rs.\_\_\_\_\_/- of the Sale Price alongwith applicable GST and other taxes to be paid by the Purchaser/s to Promoter on completion of masonry work of the Flat;
- ix. Rs.\_\_\_\_\_/- of the Sale Price alongwith applicable GST and other taxes to be paid by the Purchaser/s to Promoter on completion of internal plaster of the Flat;
- x. Rs.\_\_\_\_\_/- of the Sale Price alongwith applicable GST and other taxes to be paid by the Purchaser/s to Promoter on completion of door work of the Flat;
- xi. Rs.\_\_\_\_\_/- of the Sale Price alongwith applicable GST and other taxes to be paid by the Purchaser/s to Promoter on completion of window work of the Flat;
- xii. Rs.\_\_\_\_\_/- of the Sale Price alongwith applicable GST and other taxes to be paid by the Purchaser/s to Promoter on completion of staircase;
- xiii. Rs.\_\_\_\_\_/- of the Sale Price alongwith applicable GST and other taxes to be

xiv. Rs. \_\_\_\_\_/- of the Sale Price alongwith applicable GST and other taxes to be paid by the Purchaser/s to Promoter on completion of lobby outside the Flat;

xv. Rs. \_\_\_\_\_/- of the Sale Price alongwith applicable GST and other taxes to be paid by the Purchaser/s to Promoter on completion of sanitary fittings of the Flat;

xvi. Rs. \_\_\_\_\_/- of the Sale Price alongwith applicable GST and other taxes to be paid by the Purchaser/s to Promoter on completion of terrace with water proofing;

xvii. Rs. \_\_\_\_\_/- of the Sale Price alongwith applicable GST and other taxes to be paid by the Purchaser/s to Promoter on completion of external plaster/elevation;

xviii. Rs. \_\_\_\_\_/- of the Sale Price alongwith applicable GST and other taxes to be paid by the Purchaser/s to Promoter on installing lift;

xix. Rs. \_\_\_\_\_/- of the Sale Price alongwith applicable GST and other taxes to be paid by the Purchaser/s to Promoter on completion of fitting of water pump;

xx. Rs. \_\_\_\_\_/- of the Sale Price alongwith applicable GST and other taxes to be paid by the Purchaser/s to Promoter on completion of electrical fittings of the Flat;

xxi. Rs. \_\_\_\_\_/- of the Sale Price alongwith applicable GST and other taxes to be paid by the Purchaser/s to Promoter on completion of entrance lobby; and

xxii. Rs. \_\_\_\_\_/- of the Sale Price alongwith applicable GST and other taxes to be paid by the Purchaser/s to Promoter on receipt of Occupation Certificate of the Flat.

\* All payments to be made within 10 days from the date of issuance of intimation

Date  
Applicant

Signature of First Applicant

Signature of Second

Signature of Third Applicant

Signature of Fourth Applicant

Annexure - 2

Other Charges

Particular	Amount (Rs.)	
<b>Corpus Fund</b>	Rs. _____/-	To be given at the time of Possession of Flat.
<b>Society formation</b>	Rs. _____/-	To be given at the time of Possession of Flat.
<b>Share Money</b>	Rs. _____/-	To be given at the time of Possession of Flat.
<b>18th months advance outgoings</b>	Rs. _____/-	To be given at the time of Possession of Flat. Estimated as on today and may change upward based on inflation and other circumstantial factors.
<b>Total</b>		

Stamp Duty, Registration, GST are over and above the amounts mentioned in this Application.

Date

Signature of First Applicant

Signature of Second Applicant

Signature of Third Applicant

Signature of Fourth Applicant

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### Annexure 3

#### List of Fixtures and Fittings

Is the Flat required to be provided with following fixtures, fittings and amenities:-

<b>Sr. No.</b>	<b>Particulars</b>	<b>Yes/ No</b>
1	Doors High Graded wooden doors/Solid core flush doors	
2	Windows Heavy Section Powder coated Aluminium windows	
3	Flooring Imported marble flooring in the living room, dining room, & passage Laminated wooden flooring in master bedroom & all other bedrooms.	
4	Kitchen Vitrified tiles flooring, granite kitchen platform, colour glazed tiles dado on platform sides, dry & wet stainless steel sink and electric points for household appliance.	
5	Bathrooms Well designed tiled bathrooms with imported marble counters, Designer bathrooms with high quality	

	sanitary fittings.	
6	Air Condition  Split AC in living, dining and all bedrooms	
7	Home Automation  Integrated home automation system in living room System	
8	Internet  Wi-fi enabled residence	
9	Security System  Video door phone, Gas detector in the kit	

**Annexure 4**

**Proposed Typical Floor Plan of the Flat**

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AGREEMENT FOR SALE

BETWEEN

PRIDE HILL DEVELOPERS PRIVATE LIMITED

AND

SHETH REALTORS

AND

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FLAT NO.:  
HABITABLE FLOOR NO.:

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## AGREEMENT FOR SALE

This Agreement is made at Mumbai this \_\_\_\_\_day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_ (20\_\_\_\_).

### BETWEEN

**PRIDE HILL DEVELOPERS PRIVATE LIMITED** a company incorporated under the provisions of the Companies Act 1956 and having its registered office at B1-306, 2nd Floor, Laram Center, M. A. Road, Andheri (West), Mumbai -400058 hereinafter referred to as the "**Co-Promoter**" (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **First Part**;

AND

**M/S SHETH REALTORS (formerly known as ABIL Sheth Realtors)**, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 and having its office at Unit No 1201, 1203 and 1204, 12<sup>th</sup> floor, Hallmark Business Plaza, Sant Dnyaneshwar Marg, Near Guru Nanak Hospital, Bandra (East), Mumbai 400 051, hereinafter referred to as the "**Promoter**" (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include its executors, partners and the surviving partner and last surviving partners thereof and assigns) of the **Second Part**;

"Co-Promoter" and "Promoter" are hereinafter collectively referred to as "**Promoters**"

AND

MR./MISS/MRS. \_\_\_\_\_, Indian Inhabitant(s) residing at \_\_\_\_\_ a partnership firm registered under the Indian Partnership Act 1932 and carrying on Business \_\_\_\_\_ at \_\_\_\_\_, a Company registered under Companies Act 1956 having its registered office \_\_\_\_\_ at \_\_\_\_\_

hereinafter called “**the Purchaser/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 **Third Part**;

**WHEREAS:**

A. Co-Promoter is owner of and well and sufficiently entitled to and absolutely seized and possessed of all that piece or parcels of land bearing (i) CTS No. A/754 admeasuring 1149.7 square meters (ii) CTS Nos. A/755A and CTS Nos. A/755B admeasuring 896.30 square meters and (iii) CTS No. A/757 admeasuring 453.20 square meters, thus aggregating to 2499.20 square meters or thereabouts situate, lying and being at Village Bandra, Hill Road, Bandra (West), Mumbai 400050 and more particularly described in the **First Schedule** hereunder written (hereinafter referred to as “**the Said Land**”). There were three structures standing on the said Land viz. (i) a building consisting of two shops having ground, first and second floor and (ii) a building with two structures of ground floor having restaurant and garment shop (collectively referred to as (hereinafter referred to as “**the Said Structure**”). The said Structures were occupied by various occupants. The said Land and the Said Structures are hereinafter collectively referred to as (hereinafter referred to as “**the Said Property**”). Hereto annexed and marked as **Annexure “A”** is property register card of the Said Property.

B. Co-Promoter is desirous of developing the Said Land and utilizing full development potential thereof under Public Parking Lot Scheme (hereinafter referred to as “**PPL Scheme**”) as envisaged under regulations 33 (24) of Development Control Regulations of

Greater Mumbai, 1991 read with Development Control Regulations of Greater Mumbai, 1991 ("D.C.R.") as may be amended and substituted from time to time.

- C. Co-Promoter has submitted an application in the prescribed format to Municipal Corporation of Greater Mumbai (**MCGM**) for sanctioning development of PPL Scheme on the Said Land. MCGM has sanctioned the PPL Scheme on the Said Land and has issued a Letter of Intent dated 16.01.2012 (**the "Said LOI"**) on the terms and conditions contained therein.
- D. By one composite Agreement for Permanent Alternate Accommodation dated 09<sup>th</sup> April, 2012, executed between Co-Promoter of the One Part and all the occupants of the Said Structures of the Other Part (hereinafter referred to as "**Occupants**") and duly registered with the office of the Sub Registrar of Assurances at Bandra under Serial No. BDR4-02864/12 of 2012, the Occupants have handed over quiet and peaceful possession of their respective premises comprised in the Said Structures to Co-Promoter on the terms and conditions set out therein for the purpose of construction of new building. In lieu of the Occupants handing over possession of their respective premises to Co-Promoter, Co-Promoter agreed to allot to the Occupants two shops aggregately admeasuring 1,577.10 square meters built-up area in the proposed building to be constructed on the Said Land. ("**Occupants' Area**") as per Agreement dated 9<sup>th</sup> April, 2012 executed between Co-Promoter and Occupants.
- E. Pursuant to aforesaid Co-Promoter demolished the Said Structures standing on the Said Land.
- F. By an Agreement dated 23<sup>rd</sup> March, 2012 ("**Agreement**") made and entered into between Co-Promoter herein of the One Part and Promoter herein of the Other Part, Co-Promoter and Promoter agreed to jointly develop the Said Property on the terms and conditions contained therein. Under the said Agreement Promoter agreed to construct the Occupants' Area of shops on the ground,

1<sup>st</sup> and 2<sup>nd</sup> floor of the proposed new building so as to enable Co-Promoter to hand over the same to the Occupants.

- G. The obligations & liabilities of the Co- Promoter is limited to the obligations & liabilities contained in the Agreement dated 23<sup>rd</sup> March, 2012.
- H. Promoter and Co-Promoter jointly propose to develop the Said Land by availing entire FSI potential of the Said Land under PPL Scheme and loading additional FSI on the Said Land in form of TDR and fungible FSI and any other compensatory/permissible FSI.
- I. The Promoters have jointly prepared a plan for development of the Said Land under PPL Scheme. The Promoters propose to construct a residential cum commercial building known as "**Beaupride**" which will be registered as a real estate project ("**Said New Building**") with the Real Estate Regulatory Authority ("**Authority**") under the provisions of Section 5 of 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 Said Land and Said New Building are hereinafter collectively referred to as "**Project**".
- J. The plans are approved for the construction and development of the Project from MCGM and as such MCGM has issued Intimation of Disapproval bearing No. CE/9963/BSII/AH dated 28<sup>th</sup> February, 2014 (hereinafter referred to as "**IOD**") and Commencement Certificate bearing No. CE/9963/BS/II/AH/AK (hereinafter referred to as "**CC**"). The copies of IOD and CC are annexed hereto and marked as **Annexure "B"** and "**C**".
- K. Out of the Said Land, an area admeasuring 210.86 sq. mtrs. is affected by road setback (hereinafter referred to as "**Setback Area**"), which is required to be handed over by the Promoters to MCGM.

L. The principal and material aspects of the development of the Project, are briefly stated below

- i. residential cum commercial building to be known as "**Beaupride**" comprising of 2 (two) basements, 5 (five) level of podiums, ground floor, 16 (sixteen) habitable floors, 1 (one) fire check floor and recreational facilities on terrace. The Said New Building comprises of 2 (two) basements, 5 (five) levels of podium, ground and 22 (twenty two) upper levels;
- ii. as on date MCGM has sanctioned 2 (two) basements, 5 (five) levels of podium, ground floor, 13 (thirteen) habitable floors and 1 (one) fire check floor. The Promoters are in process of obtaining further required approvals and sanctions for balance upper habitable floors.
- iii. the Project in overall is comprising of (i) 2 (two) basements, part of ground floor, part of 1<sup>st</sup> podium and part of 2<sup>nd</sup> podium of the Project as Public Parking Lot along with 4 (four) car lifts (hereinafter referred to as "**PPL Area**"), (ii) part of ground floor, part of 1<sup>st</sup> podium and part of 2<sup>nd</sup> podium of the Project as commercial area/shops area, (iii) 3<sup>rd</sup> podium to 5<sup>th</sup> podium / stilt as parking area and thereafter (iv) 1<sup>st</sup> habitable floor to 10<sup>th</sup> habitable floors as residential area, (v) 1 (one) fire check floor after 10<sup>th</sup> habitable floor and (vi) balance 11<sup>th</sup> habitable floor to 16<sup>th</sup> habitable floor as residential area. The part of 15<sup>th</sup> and 16<sup>th</sup> floor of the said New Building comprises of Duplex Flats.
- iv. total FSI of 8341.31 sq. mtrs has been sanctioned for consumption in the construction and development of the Project. The Promoters proposes to consume a further FSI of 728.42 sq. mtrs. thus, aggregating to total FSI of 9069.73 sq. mtrs. in the construction and development of the Project;

- v. the common areas and facilities of the Project are listed in the **Third Schedule** hereunder written (hereinafter referred to as "**Common Areas and Amenities of Project**");
- vi. the details of formation of the Organization (defined in Clause 9.1), and, transfer title upon the Organization with respect to the Project, are more particularly specified in Clause A.vi.9 below.

The above details along with the annexures required for the RERA Certificate, shall be available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>. once the said Project is registered under RERA.

- M. The Purchaser/s shall upon issuance of the RERA Certificate by the Authority to the Promoters, be entitled to, examine the same in detail.
- N. Promoter in consultation with Co-Promoter has entered into an agreement with the Architect/Structural Engineer/ Consultants for preparing designs, drawings and specifications of the Said New Building to be constructed on the Said Land and the Purchaser/s accept the professional supervision of the said architect, engineers and consultant till completion of the Said New Building.
- O. The Promoters have informed the Purchaser/s that the Occupants' Area to be handed over by the Promoters to the Occupants shall be located partly on ground floor, partly on 1<sup>st</sup> podium and partly on 2<sup>nd</sup> podium of the Said New Building. The Promoters have further informed the Purchaser/s that the Promoters are developing the Said Land under the PPL Scheme, hence 2 (two) basements, part of ground floor, part of 1<sup>st</sup> podium and part of 2<sup>nd</sup> podium of the Said New Building is constructed as PPL Area and will be handed over to MCGM in accordance with the terms of LOI and as per rules of MCGM. The Purchaser/s are

also aware that drainage system of PPL Area is common with drainage system of the Said New Building.

P. By a Supplementary Agreement dated 30<sup>th</sup> June, 2014 made and entered into between Co-Promoter herein of the One Part and Promoter herein of the Other Part and registered with the Sub Registrar of Assurances, Andheri-4 at serial no. BDR-15/5488 of 2014, Co-Promoter and the Promoter agreed, recorded and distributed area of the Said New Building (excluding PPL Area) between them. As per the said Supplementary Agreement, Flat/Units/Shops/Open Space/Parking Space of the Said New Building coming to the share of Co-Promoter (including Occupants' Area) are hereinafter collectively referred to as "**Co-Promoter's Premises**" and Flat/Units/Shops/Open Space/Parking Space of the Said New Building coming to the share of Promoter are hereinafter collectively referred to as "**Promoter's Premises**". Promoter and Co-Promoter herein are entitled to deal with and dispose off their respective premises as they may deem fit and proper.

Q. The Promoter has created a charge/mortgage on the Promoter's Premises in favour of Landers as detailed in **Annexure "F"** hereto..

R. Advocate Mr. Sunil Prabhakar Lahane has issued a Certificate of Title dated 22<sup>nd</sup> June, 2016 in respect of the Said Land. There is no litigation in respect of the said Land and/or any part thereof.

S. Copies of following documents are annexed to this Agreement;

- i. Copy of Property Register Card of the Said Land (**Annexure "A"**);
- ii. Copy of IOD (**Annexure "B"**);
- iii. Copy of CC (**Annexure "C"**);
- iv. Copy of Title Certificate given by Advocate Mr. Sunil Prabhakar Lahane (**Annexure "D"**);
- v. Copy of the floor plan (**Annexure "E"**);
- vi. List of charge/mortgage created on the Promoter's Premises (**Annexure "F"**).

T. The Purchaser/s being fully satisfied in respect of title of Promoters in respect of the said Property (including the fact that the Promoters will handover PPL Area to MCGM), has/have approached the Promoters and requested to allot to him/her/them a flat bearing no. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtr. carpet area or thereabouts on \_\_\_\_\_ habitable floor of the Said New Building known as "**BEAUPRIDE**", more particularly described in the **Second Schedule** herein written and shown in red colour boundary line on the plan annexed and marked as **Annexure "E"** hereto (herein referred to as **the "Said Flat"**) for the consideration of sum of Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_  
\_\_\_\_\_**Only**) and on the terms and conditions as hereinafter appearing. The Said Flat also has attached balcony(ies) admeasuring \_\_\_\_\_ sq. mtrs. or thereabouts as shown in red hatched line on the floor plan annexed and marked as Annexure "E" hereto (hereinafter referred to as "**Balcony**").

U. Along with the Said Flat, at the request of the Purchaser/s, the Co-Promoter/Promoter has also agreed to permit to the Purchaser/s right to use and occupy \_\_\_\_\_ parking space in the Said New Building (hereinafter referred to as "**Parking Space**"). The Said Flat, Balcony and Parking Space are hereinafter collectively referred to as "**the Said Premises**". The said Premises is part of the Promoter/s/Co-Promoter/s Premises.

V. The Purchaser/s has/have demanded from Promoters and Promoters have given inspection to the Purchaser/s of all the documents of title relating to the said Property i.e. the Agreement dated 23<sup>rd</sup> March, 2012 and Supplementary Agreement dated 30<sup>th</sup> June, 2014, inclusive of Title Certificate, Property Register Cards, the relevant orders and the approved plans, IOD, CC, designs and specifications prepared by the Architect and all other documents as specified under RERA and RERA Rules and the Purchaser/s is/are fully satisfied with the title of Promoters in respect of the said Property and Co-Promoter/s/ Promoter/s right to allot various flats/shops/units in the Said New Building to be

constructed on the Said Land and has/have agreed not to raise any requisitions on or objection to the same.

W. Under Section 13 of RERA, the Promoters are required to execute a written agreement for sale in respect of the said Premises agreed to be sold to the Purchaser/s and the parties are therefore executed these presence which shall be registered under the provisions of Indian Registration Act, 1908.

X. Parties hereto are desirous to record the terms and conditions on which the Promoter/Co-Promoter has agreed to allot the Said Flat in the Said New Building to the Purchaser/s in the manner herein after appearing.

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

**1. AGREEMENT**

1.1 The recitals mentioned above and annexures annexed to this Agreement shall form an operative part of this Agreement as if the same are set-out herein ad verbatim.

**2. CONSTRUCTION OF THE PROJECT**

2.1 The Co-Promoters and Promoters hereto shall jointly construct the Project on the Said Land in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and inspected by the Purchaser/s with such variations and modifications as may consider necessary or as may be required by the Central Government, State Government, MCGM and/or any other local/statutory authority from time to time. The Co-Promoters / Promoters shall have to obtain prior consent in writing of the Purchaser/s in respect of any variations or modifications which may adversely affect the Said Flat, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Purchaser/s.

2.2 The Co-Promoters and Promoters are jointly developing the Said Land under regulation 33 (24) of D.C.R. i.e. PPL Scheme. The Promoters shall construct the Said New Building comprising of 2 (two) basements, part of ground floor, part of 1<sup>st</sup> podium and part of 2<sup>nd</sup> podium along with 4 (four) car lifts as PPL Area which is required to be handed over to MCGM, free of cost for exclusive use and enjoyment thereof. The Purchaser/s is/are aware that PPL Area shall have separate entrance and exit. The Purchaser/s agree(s), confirm(s) and covenant(s) that he/she/they shall not raise any objection or claim any right in the PPL Area nor the Purchaser/s shall hinder, obstruct and/or create nuisance for usage of PPL Area. It is expressly agreed and understood by the Purchaser/s that his/her/their rights (subject to payment of all amounts due and payable to the Co-Promoters / Promoters under these presents) are limited to the extent of the Said Flat and Parking Space and not otherwise.

2.3 The Purchaser/s is/are aware that the Promoters shall transfer and handover PPL Area along with certain amenities to MCGM free of costs and for exclusive use thereof and that MCGM and/or their successor, nominee(s) and assign(s) etc. shall not be required to become member of Organization (as defined in Clause 9.1) and shall not be required to pay property tax or any other taxes, rates, duties, cess or charges including maintenance charges, sinking fund charges, repair fund charges etc. in respect of PPL Area and/or any amenities provided pursuant thereto to Organization or otherwise.

2.4 The Purchaser/s hereby agree(s) and confirm(s) that Promoters, MCGM and/or their successor, nominee(s) and assign(s) etc. shall be entitled to use and enjoy PPL Area along with the amenities and facilities for any purpose / purposes as may be desired by MCGM and/or their successor, nominee(s) and assign(s) etc. and the Purchaser/s further agree(s) that the Promoters, MCGM and/or their successor, nominee(s) and assign(s) etc. shall be entitled to undertake or permit undertaking of any additions /alterations within the PPL Area as they may deem fit and proper.

2.5 The Purchasers/ hereby agree(s) that the Promoters shall be entitled to handover PPL Area along with the amenities and facilities to MCGM and/or such other person or persons, any third party or legal entity as MCGM may direct for operation, management and maintenance on such terms and conditions as may be decided by the Promoters and/or MCGM.

2.6 The Purchaser/s are aware that MCGM and/or their successor, nominee(s) and assign(s) etc. shall be entitled to dispose of PPL Area along with the amenities and facilities unto and in favour of any person or persons, any third party or legal entity on such terms and conditions as may be decided by MCGM and/or their successor, nominee(s) and assign(s) etc. without any recourse and/or reference to the purchasers of the Said New Building and/or the Organization and for which the Purchaser/s herein have no objection..

2.7 The Purchaser/s is/are aware that drains of PPL Area are connected with the drainage system of the Said New Building constructed on the Said Land. It is hereby further agreed by the Purchaser/s that the repair and maintenance of such drainage system, though connected with PPL Area shall be the sole and exclusive responsibility of purchasers of the flats/premises in the Said New Building and the Organization and that neither the Purchaser/s nor the Organization shall demand any charges for the same from MCGM and/or Promoters and/or their successor, nominee(s) and assign(s) etc.

### **3. PURCHASE OF THE SAID FLAT AND SALE PRICE**

3.1 The Purchaser/s hereby agrees to purchase from Co-Promoter/Promoter and Co-Promoter/Promoter hereby agrees to allot to the Purchaser/s a bare shell flat No. \_\_\_\_\_ on the \_\_\_\_\_ habitable floor admeasuring \_\_\_\_\_ sq. mtrs. carpet area in the Said New Building known as "**Beaupride**", more particularly described in the **Second Schedule** hereunder written and as shown in red colour boundary lines on the typical floor plan thereof hereto annexed and marked as **Annexure "E"** (hereinafter referred to as "**the Said Flat**") at and for the lumpsum price of **Rs.\_\_\_\_\_/- (Rupees**

\_\_\_\_\_ **Only**) (hereinafter referred to as "**Sale Price**") payable by the Purchaser/s to the Developer as mentioned in clause 0 below:

3.2 The Said Flat also has attached balcony(ies) thus aggregating to \_\_\_\_\_ sq. mtrs. or thereabouts as shown in red hatched line on the floor plan annexed and marked as Annexure "E" hereto (hereinafter referred to as "**Balcony**"). The Purchaser/s acknowledge(s) that all the Balcony attached to the flats in the Said New Building shall belong to occupants/purchaser(s) of such flat.

3.3 Along with the Said Flat, Co-Promoter/Promoter have also agreed to permit the Purchaser/s, the right to exclusive use and occupy \_\_\_\_\_ car parking space/s in the Said New Building (hereinafter referred to as "**the Parking Space**"). The Said Flat, Balcony and Parking Space are hereinafter collectively referred to as "**the said Premises**". The said Premises is a part of the Co-Promoter Premises / Promoter Premises.

3.4 The Parking Space is made available free of charge to the Purchaser/s and the consideration agreed to be paid under this Agreement is only for the carpet area of the Said Flat. The nature, extent and description of the common areas of the Project i.e. Common Areas and Amenities are more particularly described in **Third Schedule** hereunder written.

3.5 The Promoters shall confirm the final carpet area of the Said Flat that has been agreed to be allotted to the Purchaser/s only after construction of the Project is completed and occupation certificate in respect thereof is granted by the competent authority by furnishing details of the changes (if any) in the carpet area of the Said Flat, subject to variation of 3%. The Sale Price payable for the Said Flat shall be recalculated based on the carpet area of the Said Flat. If there is any reduction in carpet area of the Said Flat, then the Promoters shall refund the excess money paid by the Purchaser/s within 45 (forty five) days together with simple interest on the excess amount. The interest payable by the

Promoter shall be the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (hereinafter referred to as "**Interest Rate**"). In the event of increase in carpet area of the Said Flat, the Purchaser/s shall make the payment of such excess area in the immediate next installment of the Sale Price.

3.6 The Purchaser/s hereby agree/s, covenant/s and undertake/s to pay the Sale Price being an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to Co-Promoter/Promoter towards the Said Flat as follows:

- i. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) of the Sale Price alongwith applicable service tax/GST and other taxes paid by the Purchaser/s to Promoter /Co-Promoter on or before execution of these presents (the payment and receipt whereof Promoter/Co-Promoter hereby admit and acknowledge);
- ii. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) of the Sale Price alongwith applicable service tax/GST and other taxes to be paid by the Purchaser/s to Promoter /Co-Promoter within a period of 21 (twenty one) days from the date of this Agreement.
- iii. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) of the Sale Price alongwith applicable service tax/GST and other taxes to be paid by the Purchaser/s to Promoter /Co-Promoter on completion of 1<sup>st</sup> residential slab/plinth;
- iv. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) of the Sale Price alongwith applicable service tax/GST and other taxes to be paid by the Purchaser/s to Promoter /Co-Promoter on completion of 5<sup>th</sup> residential slab;
- v. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) of the Sale Price alongwith applicable service tax/GST and other taxes to be paid by

the Purchaser/s to Promoter /Co-Promoter on completion of 9<sup>th</sup> residential slab;

vi. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) of the Sale Price alongwith applicable service tax/GST and other taxes to be paid by the Purchaser/s to Promoter /Co-Promoter on completion of 13<sup>th</sup> residential slab;

vii. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) of the Sale Price alongwith applicable service tax/GST and other taxes to be paid by the Purchaser/s to Promoter /Co-Promoter on completion of top residential slab;

viii. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) of the Sale Price alongwith applicable service tax/GST and other taxes to be paid by the Purchaser/s to Promoter /Co-Promoter on completion of masonry work of the Said Flat

ix. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) of the Sale Price alongwith applicable service tax/GST and other taxes to be paid by the Purchaser/s to Promoter /Co-Promoter on completion of internal plaster of the Said Flat;

x. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) of the Sale Price alongwith applicable service tax/GST and other taxes to be paid by the Purchaser/s to Promoter /Co-Promoter on completion of door work of the Said Flat;

xi. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) of the Sale Price alongwith applicable service tax/GST and other taxes to be paid by the Purchaser/s to Promoter /Co-Promoter on completion of window work of the Said Flat;

xii. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) of the Sale Price alongwith applicable service tax/GST and other taxes to be paid by the Purchaser/s to Promoter /Co-Promoter on completion of staircase;

xiii. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_  
Only) of the Sale Price alongwith  
applicable service tax/GST and other taxes to be paid by  
the Purchaser/s to Promoter /Co-Promoter on completion  
of life wells;

xiv. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_  
Only) of the Sale Price alongwith  
applicable service tax/GST and other taxes to be paid by  
the Purchaser/s to Promoter /Co-Promoter on completion  
of lobby outside the Said Flat;

xv. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_  
Only) of the Sale Price alongwith  
applicable service tax/GST and other taxes to be paid by  
the Purchaser/s to Promoter /Co-Promoter on completion  
of sanitary fittings of the Said Flat;

xvi. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_  
Only) of the Sale Price alongwith  
applicable service tax/GST and other taxes to be paid by  
the Purchaser/s to Promoter /Co-Promoter on completion  
of terrace with water proofing;

xvii. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_  
Only) of the Sale Price alongwith  
applicable service tax/GST and other taxes to be paid by  
the Purchaser/s to Promoter /Co-Promoter on completion  
of external plaster/elevation;

xviii. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_  
Only) of the Sale Price alongwith  
applicable service tax/GST and other taxes to be paid by  
the Purchaser/s to Promoter /Co-Promoter on completion  
of installing lift;

xix. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_  
Only) of the Sale Price alongwith  
applicable service tax/GST and other taxes to be paid by  
the Purchaser/s to Promoter /Co-Promoter on completion  
of fitting of water pump;

xx. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_  
Only) of the Sale Price alongwith  
applicable service tax/GST and other taxes to be paid by

the Purchaser/s to Promoter /Co-Promoter on completion of electrical fittings of the Said Flat;

xxi. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) of the Sale Price alongwith applicable service tax/GST and other taxes to be paid by the Purchaser/s to Promoter /Co-Promoter on completion of entrance lobby;

xxii. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) of the Sale Price alongwith applicable service tax/GST and other taxes to be paid by the Purchaser/s to Promoter /Co-Promoter on receipt of Occupation Certificate of the Said Flat.

The Purchaser/s hereby agree, confirm and undertake that an intimation by R.P.A.D. / email forwarded by Co-Promoter/Promoter at the address mentioned in the Agreement that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed. The aforesaid installments shall be paid within 10 (ten) days from the receipt of such intimation. However, it is agreed that non receipt of such intimation requiring such payment shall not be a plea, or an excuse by the Purchaser/s for non-payment of any amount or amounts.

3.7 The Sale 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 Promoters undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters 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 Purchaser/s, which shall only be applicable on subsequent payments.

3.8 The Purchaser/s shall make all payments of the Sale Price due

and payable to Co-Promoter/Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of "**Sheth Realtors**" / "**Pride Hill Developers Private Limited**". In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the Said Flat, the Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Price due and payable to the Co-Promoter /Promoter through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of "**Sheth Realtors**" / "**Pride Hill Developers Private Limited**". Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the Said Flat and shall be construed as a breach on the part of the Purchaser/s, in which event, without prejudice to the rights of Co-Promoter / Promoter to charge interest at Interest Rate on the amounts due, shall be entitled to terminate this Agreement and forfeit 10% of the Sale Price along with brokerage charges (if any) as reasonable, pre-estimated, genuine and agreed liquidated damages and return balance (if any) to the Purchaser/s within 30 (thirty) days from the date of such termination.

3.9 The Sale Price is exclusive of all taxes, levies, duties, cesses etc. In addition to the Sale Price, the Purchaser/s shall pay all other amounts mentioned herein including the amounts mentioned in Clause 13.1 hereinafter. Any of the taxes including Service Tax and /or Value Added Tax (VAT), levies, duties, cesses etc. (whether applicable/payable now or become applicable/payable in future), whether on Sale Price or on other amounts payable under the Agreement, shall be borne and paid by the Purchaser/s alone and Co-Promoter / Promoter shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.

3.10 The Purchaser/s has/have simultaneously with the execution of these presents paid to Promoter/Co-Promoter the amount of 1% VAT payable on this Agreement as per the present laws. The

Purchaser/s agree/s, undertake/s and covenant/s to make payment of VAT as may be applicable from time to time.

3.11 The Purchaser/s are aware that as per present statute, Service Tax / GST are leviable/applicable on the Sale Price payable hereunder and consequently the amount of each installment payable by the Purchaser/s to Promoter/Co-Promoter in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s hereby undertake(s) to pay the amount of the Service Tax/GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. Promoter/Co-Promoter shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of Service Tax/GST applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to Promoter/Co-Promoter hereunder, if such payment is not accompanied with the applicable Service Tax/GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Purchaser/s to Promoter/Co-Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Purchaser/s do and doth hereby agree and undertake to indemnify and keep indemnified Co-Promoter / Promoter and its successors-in-title and assigns in respect thereof.

3.12 The Purchaser/s further agree/s, undertake/s and covenant/s that while making the payment of installments of Sale Price and Service Tax/GST thereon, the Purchaser/s shall deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time. The Purchaser/s after making payment of each installments and Service Tax/GST, on or before 7<sup>th</sup> day of next month, shall file necessary forms with the Income Tax Authority in the prescribed format and on or before 22<sup>nd</sup> day

the month on which respective form/s is/are filed, shall furnish challan to Promoter/Co-Promoter. The Purchaser/s is/are aware that the time to make the payment of installments and service tax/GST as mentioned in above is the essence of contract and in event of delay on part of the Purchaser/s to make the payment of any of the installment together with Service Tax/GST and/or any other tax (including delivering challan/certificate thereof), then without prejudice to right of Promoter/Co-Promoter to cancel and terminate this Agreement, the Purchaser/s shall be liable to pay interest at Interest Rate to Promoter/Co-Promoter on all delayed payments from the due date till the date of realization thereof.

**4. VOLUNTARY CANCELLATION BY PURCHASER/S**

4.1 In the event, the Purchaser/s desire/s to cancel the allotment of Said Flat for any reason whatsoever, then Promoter/Co-Promoter will be entitled to forfeit the amount equivalent to 10% (ten per cent) of the Sale Price paid by the Purchaser/s to the Promoter/Co-Promoter and the Purchaser/s shall not be entitled to such amount paid by him/her/them to Promoter/Co-Promoter. The Purchaser/s shall also have to bear and pay to Co-Promoter / Promoter, at the time of cancellation, the brokerage charges (if the Said Flat is purchased through the broker) which brokerage shall have been already paid by Promoter/Co-Promoter to the broker. Promoter/Co-Promoter shall not be liable to refund Service Tax, VAT, GST and all other taxes paid or payable on this Agreement and/or on the Sale Price and/or otherwise. It is agreed by and between the parties that all the amounts due and payable by the Purchaser/s, as specified hereinabove, shall be deducted from the amount received by Promoter /Co-Promoter from the Purchaser/s till the time of such cancellation. Promoter/Co-Promoter shall return the balance amount from the Sale Price (if any) to the Purchaser/s within 30 (thirty) days from the date of such cancellation.

**5. FULL AGREEMENT**

5.1 The Parties hereto confirm that this Agreement constitutes the full agreement between the Parties hereto and supersedes all previous agreements, arrangements, understanding, writings, allotment,

letters, brochures and/or other documents entered into, executed and/or provided.

## **6. PARKING SPACE/S**

6.1 The Purchaser/s will be bound to abide with the rules and regulations as may be framed in regard to the said Parking Space by Co-Promoter / Promoter and/or the organisation to be formed by all the purchasers of flats in the Said New Building and shall pay such outgoings in respect of the said Parking Space as may be levied by such organisation body to be formed by them.

6.2 The Purchaser/s shall be entitled to exclusively possess, use, occupy and enjoy the said Parking Space in any manner permissible under the rules and regulations of the concerned local authority and as may be framed by the organisation.

6.3 The Purchaser/s herein agrees and confirms that he/she/they shall not raise any objection to the designations/selections of parking done/to be done by Co-Promoter /Promoter for other purchasers and accepts the designation of the parking space as may be allotted to the Purchaser/s herein at a later stage.

## **7. EVENT OF DEFAULT AND CONSEQUENCES**

7.1 The Promoters shall be entitled (but not obliged) to terminate this Agreement on the happening of the following events ("Events of Default"):

- i. If the Purchaser/s delays or commits default in making payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise;
- ii. If the Purchaser/s commits breach of any of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.D., C.C. and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.;
- iii. If the representation, declarations and/or warranties etc. made by the Purchaser/s in the present Agreement

and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser/s is untrue or false;

- iv. If the Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
- v. If the Purchaser/s is/are, convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;
- vi. If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s.
- vii. If the Purchaser/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Purchaser/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them.
- viii. If the Purchaser/s carries out any structural alteration and/or addition in respect of the Said Flat or Said New Building or any part thereof;
- ix. If the Purchaser/s fail/s to make payment of any outgoing/s, taxes, maintenance charges etc. in respect of the Said Flat or any part thereof;

7.2 On happening or occurring of any of the Event of Default, the Promoters shall without prejudice to all other rights that they may have against the Purchaser/s, either under this Agreement, or in law or otherwise, shall give 30 (thirty) days notice to the Purchaser/s to rectify/remedy such breach and during the notice period, the Purchaser/s shall be liable to bear and pay interest at

Interest Rate on the due and payable amount. In the event Purchaser/s fails to rectify/remedy the breach within notice period, then the Co-Promoter / Promoter shall be entitled (but shall not be obliged) to (i) forthwith terminate this Agreement ("Termination Date") and (ii) forfeit / deduct the amounts as mentioned in Clause 4.1 above and balance, if any, shall be refunded to the Purchaser/s without any interest within 30 (thirty) days from the date of such termination. It is further clarified that any profit arising from such sale of the Said Flat to the new purchaser/s shall be of Co-Promoter / Promoter and the Purchaser/s shall have no claim against the same. If for making payment of the Sale Price, the Purchaser/s has/have availed loan from financial institutions, banks or other institutions against the security of the said Premises (subject to the consent and approval of the Promoter), then in that event of the Purchaser/s committing default of the payment of the installments of the Sale Price or otherwise and Co-Promoter / Promoter exercising their right to terminate this Agreement, the Purchaser/s shall and hereby undertake to clear the mortgage debt outstanding at the time of the such termination. The Purchaser/s, at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks etc. stating that the Purchaser/s has/have cleared the mortgage/debt/charge within 15 days from the Termination Date. On receipt of such letter/no due certificate from the financial institution, banks etc. the Purchaser shall be entitled for the refund of the amount (if any). However, the Co-Promoter / Promoter shall directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser/s from the balance amount standing to the credit of the Purchaser/s with the Owner (if any) towards the Said Flat and to the extent so as to clear the mortgage/debt/charge on the said Premises

- 7.3 Notwithstanding anything contained herein, in case of any delay or default in making payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise, the Promoters shall without prejudice to any other rights or remedies that it may have against the Purchaser/s,

including the right to terminate and forfeit the amounts as mentioned in Clause 4.1 all such amounts from the Sale Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Purchaser/s and the Purchaser/s shall pay to Co-Promoter /Promoter interest on all outstanding payment at the Interest Rate from the due date till the date of realization thereof.

7.4 All the aforesaid rights and/or remedies of Co-Promoter / Promoter are cumulative and without prejudice to one another.

**8. RIGHTS IN THE SAID FLAT AND COMMON AREA**

8.1 It is expressly agreed that the right of the Purchaser/s under this Agreement or otherwise shall always be restricted to the said Premises only, and such right will accrue to the Purchaser/s only on the Purchaser/s making payment of all the amounts including the Sale Price to Co-Promoter / Promoter strictly in accordance with this Agreement and only on the Purchaser/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other unsold flats/ shops, car parking, portion or portions of the Said New Building etc. including common areas such as staircase, staircase landing, entrance lobby, gym, open spaces, terraces, sewerage and drainage system more particularly set out in **Third Schedule** hereunder written shall always be the sole and absolute property of Co-Promoter /the Promoter till the time of the Project (excluding PPL Area) along with the land underneath is transferred and handed over to the Organisation. The Purchaser/s hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Promoters to develop and give on lease, sub-lease, and/or deal with and dispose off unsold flats and car parks and portion or portions in the Project in the manner deem fit by the Promoters without any consent or concurrence of the Purchaser/s or any other person. The Purchaser/s are aware that the recreational facilities are available for the use and enjoyment of the holders of various premises in the Said New Building.

8.2 With regards to the common areas described in the **Third Schedule** hereunder written and PPL Area, it is agreed that:

- i. the Promoters shall always be the owner and will have all the rights, title, interest in respect of the Common Areas and Amenities, and will be entitled to deal with and dispose off the same in such manner as the Promoters may deem fit till the Property for Organisation (as defined below) is transferred to Organisation (as defined below).
- ii. the Purchaser/s will not have any right, title, interest etc. in respect of the PPL Area and the Promoters shall be entitled to handover the PPL Area to MCGM and extract/avail all benefits, entitlement etc. thereto without any consent, concurrence and/or recourse to the Purchaser/s.
- iii. the Purchaser/s shall only be permitted to use the Common Areas and Amenities of the Project on such terms and conditions as the Promoters may deem fit.

## **9. ORGANISATION AND TRANSFER**

- 9.1 The Promoters in accordance with RERA and RERA Rules and at the cost and expenses of the purchasers of the flats, in the Said New Building alongwith the Occupants, shall form and register co-operative society/s under the Maharashtra Co-operative Societies Act 1960 or Condominium under Maharashtra Apartment Ownership Act or Limited Company in respect of the Said New Building (excluding PPL Area and Setback Area) as well as shop area on the ground, 1<sup>st</sup> & 2<sup>nd</sup> floor to be known by such name as the Promoters may decide (such co-operative society/s or condominiums or Limited company comprising of holders of premises shall hereinafter be referred to as the "**said Organisation**"). The Occupants of the Occupants Area shall have right to have their premises separately assessed and maintained by them & the purchaser hereby confirm that he/she/they have no objection for the same. The Purchaser/s shall join in forming and registering the organization of the Said New Building in which the Said Flat is agreed to allotted and to be known by such name as the Promoters may decide and for this purpose also from time to time, the Purchaser/s shall sign and execute the

application for registration and/or membership and other papers and documents necessary for the formation and registration of the organization and for becoming a member, including the bye-laws of the proposed organization and duly fill in, sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to form and register the Organization of the purchasers and Occupants of the Said New Building. No objection shall be taken by the Purchaser/s for the Occupants to be members of the Organization and if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies/Registrar of Companies, as the case may be, or any other Competent Authority.

9.2 It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats, car parking spaces etc. in the Said New Building shall at all times be and remain the absolute property of Co-Promoter / Promoter and Co-Promoter / Promoter may if it so desires, become member of the Organization in respect thereof, and Co-Promoter / Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser/s herein, nor the Organization shall object to or dispute the same. On Co-Promoter / Promoter intimating to the Organization, the name or names of the Purchaser/s or acquirer/s of such unsold flats, premises, etc., the Organization shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by Co-Promoter / Promoter from such purchasers

towards charges, development charges, legal charges etc. as mentioned in Clause 13.1 below. It is further clarified that for sale of such premises, Co-Promoter / Promoter shall not be liable to take any permission/consent of the Organization.

9.3 It is agreed that the Co-Promoter shall execute Deed of Lease for 999 years for the Said Land (excluding PPL Area and Setback Area) for nominal rent ("**Property for Organization**") in favour of the Organization only after Promoters have;

- i. utilised, consumed, loaded etc. entire Floor Space Index ("FSI"), potential, yield of the Said Land and /or Transferable Development Rights ("TDR") for which purpose the completion of the Project shall not be delayed;
- ii. completed the construction of the Project;
- iii. completed construction of PPL Area and hand over the same to Co-Promoter to enable Co-Promoter to hand over the same to MCGM.
- iv. handed over Setback Area to MCGM;
- v. handed over possession of the Occupants' Area to Co-Promoter to enable Co-Promoter to hand over the same to the occupant of the said Property;
- vi. received all the amounts from the purchasers including the Sale Price from the Purchaser/s hereof in respect of Said Flat;
- vii. The Purchaser/s shall at no time demand partition of the Project and/or Said Land etc. and/or his/her/their interest, if any, therein and the same shall never be partitioned.
- viii. All costs, charges and expenses incurred in connection with the formation of the said Organisation as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoters and by the Purchaser/s including stamp duty, registration charges etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoters for preparing and approving all such documents shall be borne and paid by the Purchaser/s and the said Organisation as aforesaid and/or

proportionately by all the holders of the flats etc., in the Said New Building and the Promoters shall not be liable to contribute anything towards such expenses.

ix. It is agreed that one month prior to the execution of agreements/documents in favour of the said Organization, the Purchaser/s shall pay to the Promoters, the Purchaser's share of stamp duty and registration charges payable, if any, on the execution of agreement or any document or instrument of Lease in respect of the Project and the Property for Organization in favour of the Organization. The Purchaser/s alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents etc.

x. The Promoters shall allot all flats, car parking, etc. intended to be constructed on the Said Land with a view ultimately that the purchasers/allottees of all the flats, car parking etc., in the Said New Building shall be admitted to the Organization. It is agreed and clarified that Promoters shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the flats, car parking, etc. separately and independently and the purchasers/allottees of all the flats, car parking, etc. in the Said New Building shall be admitted to the Organization of the Said New Building.

xi. The Purchaser/s and the person/s, to whom the Said Flat is permitted to be transferred shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as Promoters or the said Organisation may require for safeguarding the interest of Promoters and/or the Purchaser/s and other purchasers in the Said New Building.

xii. Co-Promoter / Promoter are retaining with themselves full rights for the purpose of providing separate ingress or egress for PPL Area in the manner they may deemed fit and the Purchaser/s unequivocally consents / agrees not to raise any objection or dispute regards the same now or

any time in the future.

**10. PROJECT**

10.1 The name of the Said New Building shall always be known as "**BEAUPRIDE**" and this name shall not be changed without the written permission of the Promoters.

10.2 It is expressly agreed that the Said Flat contains specifications, fixtures, fittings and amenities as set out in the **Fourth Schedule** hereunder written and the Purchaser/s confirms that Promoters shall not be liable to provide any other specifications, fixtures, fittings and amenities in the Said Flat.

**11. POSSESSION DATE, DELAY AND TERMINATION**

11.1 The Promoters shall complete the construction of the Said Flat and offer possession thereof to the Purchaser/s by December, 2019 ("Possession Date"). If the Promoters fail and/or neglect to offer possession of the Said Flat to the Purchaser/s on the Possession Date on account of reasons beyond their control, then Promoter/Co-Promoter shall be liable, on demand, refund to the Purchaser/s (i) the amounts already received by Promoter/Co-Promoter from the Purchaser/s in respect of the Said Flat with interest at the Interest Rate calculated from the date Promoter/Co-Promoter received such amount and till such amount is repaid. Provided that the Promoters shall be entitled to reasonable extension of time for offering possession of the Said Flat to the Purchaser/s, if the completion of the Project is delayed on account of:

- i. War, Civil Commotion or act of God;
- ii. Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public body and / or any other Competent Authority or any Court;

11.2 The Purchaser/s shall make payment of the installments mentioned hereinabove along with all the other amounts including amounts mentioned as mentioned in Clause 13.1 below. The Promoters, upon receipt of Occupation Certificate of the Said Flat from the competent authority, and subject to the Purchaser/s observing and performing all the terms and conditions of this

Agreement (including timely payment of all amounts due and payable under these presents), Promoter/Co-Promoter shall send a written notice to the Purchaser/s ("Possession Notice") to occupy the Said Flat within a period of 30 (thirty) days from the date of such notice. The Purchaser/s shall occupy the Said Flat within a period of 30 (thirty) days of Co-Promoter / Promoter giving written notice to the Purchaser/s intimating that the Said Flat is ready for use. In the event the Purchaser/s fail/s and / or neglect/s to take possession within the specified period, it shall be deemed that the Purchaser/s has/have taken possession from the date of the said writing and that date shall be deemed to be the "Date of Possession" and all obligations of the Purchaser/s related to take possession of the Said Flat shall be deemed to be effective from the Date of Possession.

11.3 Upon receiving the Possession Notice from the Promoters as per Clause 0 above, the Purchaser/s shall take possession of the Said Flat from the Promoters by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoters, and the Promoters shall give possession of the Said Flat to the Purchaser/s. Irrespective of whether the Purchaser/s take(s) or fail(s) to take possession of the Said Flat within the time provided in Clause 0 above, such Purchaser/s shall continue to be liable to pay maintenance charges and all other outgoings, taxes and charges with respect to the Said Premises, as applicable and as shall be decided by the Promoters.

11.4 On and from 30 (thirty) days from the date of receipt of Possession Notice or possession being taken by the Purchaser/s (whichever is earlier), the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the Said Land or part thereof (as the case may be) and the Project namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Said Land or part thereof and the Project. Until the Organization is formed

and the Deed of Lease of the Property for Organization is executed and registered in favour of the Organization as mentioned in Clause 0 above, the Purchaser/s shall pay to Co-Promoter / Promoter such proportionate share of outgoings as may be determined by the Promoters from time to time. At the time of handing over possession of the Said Flat, the Purchaser/s shall pay to Co-Promoter / Promoter the sum as mentioned in Clause 13.1 by way of deposit for payment of such outgoings. The monthly outgoings payable in respect of the said Premises shall be calculated as per the norms stipulated by MCGM at the time of possession. The amounts so paid by the Purchaser/s to Co-Promoter / Promoter shall not carry any interest and remain with Promoter/Co-Promoter until Deed of Lease of the Property for Organization is executed and registered in favour of the Organization as mentioned in Clause 0 above. The aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by Co-Promoter / Promoter to the Organization. The Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever otherwise interest at the rate of 2% per month will be charged. The right of Co-Promoter / Promoter to charge the said interest is without prejudice to their rights including right to terminate this Agreement, levy cancellation charges etc.

- 11.5 If the Promoters fail(s) to offer the possession of the Said Flat to the Purchaser/s on or before Possession Date, (save and except for the reasons as stated in Clause 11.1), then the Purchaser/s shall be entitled to either of the following:-
  - i. call upon the Promoters by giving a written notice ("Interest Notice"), to pay interest at the rate of 10% per annum for every month of delay from the Possession Date, on the Sale Price paid by the Purchaser/s. The interest shall be paid by the Promoters to the Purchasers till the date of offering the possession of the Said Flat by the Promoters to the Purchasers;

OR

- ii. the Purchaser/s shall be entitled to terminate this Agreement by giving written notice to the Promoter ("Termination Notice"). On the receipt of the Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoters, the Promoters shall refund to the Purchaser/s the amounts already received by the Promoters under this Agreement with interest at the Interest Rate. On Purchaser/s issuing Termination Notice, the Purchaser/s shall have no claim of any nature whatsoever on the Promoters and/or the said Premises and the Promoters shall be entitled to deal with and/or dispose off the said Premises in the manner they may deems fit and proper.
- iii. In case if the Purchaser/s elects his/her/their remedy under sub-clause 0 i above then in such a case the Purchaser/s shall not subsequently be entitled to the remedy under sub-clause 0 ii above

#### 12. **USAGE**

- 12.1 The Purchaser/s shall use the Said Flat only for residential purpose. The Purchaser/s shall use Balcony for lawful purpose and the Parking Space/s, if allotted, only for the purpose of keeping or parking of the Purchaser's own vehicle.

#### 13. **OTHER CHARGES**

- 13.1 As part of the transaction contemplated herein, the Purchaser/s shall, simultaneously with Co-Promoter /Promoter offering possession of the Said Flat, pay to Promoter/Co-Promoter, inter alia, the following amounts over and above the Sale Price as mentioned in Clause 3.1 above and all other amount payable by the Purchaser/s under this Agreement or otherwise. Co-Promoter / Promoter is entitled to retain and appropriate the same to its own account.

Particulars	Amount (Rs.)
Corpus Funds	

Formation and Registration of Organization and Share Money	
18 <sup>th</sup> months advance deposit towards outgoings	
Total	

Co-Promoter / Promoter shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned hereinabove. It is hereby clarified that the aforesaid amounts mentioned hereinabove does not include the dues for electricity, gas and other bills for the said Premises and the Purchaser/s shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only an estimate and the Purchaser/s agrees to pay to Co-Promoter/ Promoter, such other charges or such other amounts under such heads as Co-Promoter / Promoter may indicate without any demur.

**14. COVENANTS AND REPRESENTATION OF THE PURCHASER/S**

14.1 The Purchaser/s by himself/herself/themselves with intention to bind all persons into whose hands the said Premises and other premises may hereinafter come, even after the Project and Organization Property is leased in favour of the said Organization, is executed, hereby covenant/s with Co-Promoter / Promoter as follows:

- Not to do or suffer to be done anything in or to the Project, said Premises, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building or to the said Premises itself or any part thereof and to maintain the Said Flat at the Purchaser's own cost in good repair and condition from the date on which the Purchaser/s is permitted to use the said Premises. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable

for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities.

- ii. Not to store anything in the refuge floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the Project or storing of such goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Project and in case any damage is caused to the Project on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.
- iii. Not to change the user of the Said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the Said Flat and not to cover or construct anything on the open spaces, recreation area and/or parking spaces and/or refuge areas.
- iv. Not to demolish or cause to be demolished the Said Flat or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Said Flat or any part thereof and keep the portion, sewers, drains, pipes in the Said Flat and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the Project.
- v. Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Project and not cover/enclose the planters and service ducts or any of the projections from the Said Flat, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the Said Flat without the prior written permission of Co-Promoter/ Promoter,

nor do / cause to do any hammering for whatsoever use on the external / dead walls of the Project or do any act to affect the F.S.I potential of the Said Land.

- vi. Not to affix any fixtures or grills on the exterior of the Project for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the Said Flat. The Purchaser/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Purchaser/s from Promoter/Co-Promoter and the Purchaser/s undertake/s to not fix any grill having a design other than the standard design approved by Co-Promoter / Promoter.
- vii. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- viii. Not to delay / default in payment of the amounts to be paid to Co-Promoter / Promoter in addition to the amounts collected in Clause 13.1 above and pay within 10 days of demand by Co-Promoter / Promoter, their share of security deposit demanded by any concerned local authority or government, M.C.G.M. for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the Project.
- ix. Not to delay / default in payment of 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 from time to time.
- x. Shall not violate and shall abide by all rules and regulations framed by Promoter / its designated Project Manager or by the said Organization, for the purpose of maintenance and up-keep of the Project and in connection with any interior / civil works that the Purchaser/s may carry out in the Said Flat.
- xi. Shall not violate and shall observe and perform all the rules and regulations which the said Organisation may

have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Project and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Organisation regarding the occupation and use of the Said Flat in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- xii. Shall not do or permit or suffer to be done anything in or upon the Said Flat or any part of the Project which is or may, or which in the opinion of Promoter/Co-Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that Promoter/Co-Promoter shall not be responsible to the Purchaser/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the Project and the Purchaser/s shall not hold Promoter/Co-Promoter so liable;
- xiii. Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Premises or in or on the common stairways, refuge areas, corridors and passageways in and of the Project.
- xiv. Shall never in any manner enclose any flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and keep the same unenclosed at all time. Co-Promoter / Promoter shall have the right to inspect the

said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.

Breach of any of these conditions shall cause this Agreement, ipso facto, to come to an end and notwithstanding anything contained to the contrary herein and without prejudice to all other rights that Promoter/Co-Promoter may have against the Purchaser/s either under this Agreement or otherwise, Promoter/Co-Promoter shall have the right to terminate this Agreement on the breach of the aforesaid conditions.

14.2 In addition to the aforesaid conditions, the Purchaser/s further binds himself/herself/themselves in respect of the said Premises and covenants as under:

- i. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the Said Land and the Project. If the Purchaser/s or members of his/her family or any servant or guest of the Purchaser/s commits default of this sub-clause then the Purchaser/s shall immediately rectify any damage and default immediately at his/her own cost.
- ii. Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc in or upon the said Premises, Said New Building Said New Building or the Said Land or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to Co-Promoter / Promoter. If the Purchaser/s or members of his/her family or any servant or guest of the Purchaser/s commits default of this sub-clause then the Purchaser/s shall immediately take remedial action.
- iii. Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the

said Premises and/or the Project nor litter or permit any littering in the common areas in or around the said Premises and/or the Project and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or the Project to the requirement and satisfaction of Co-Promoter / Promoter and/or relevant government and statutory authorities. If the Purchaser/s or members of his/her family or any servant or guest of the Purchaser/s commits default of this sub-clause then the Purchaser/s shall immediately take remedial action.

- iv. Shall not do either by himself/itself or any person claiming through the Purchaser/s anything which may or is likely to endanger or damage the Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Project. If the Purchaser/s commits default of this sub-clause then the Purchaser/s shall immediately take remedial action.
- v. Shall not display at any place in the Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser/s shall not stick or affix pamphlets, posters or any paper on the walls of the Project or common area therein or in any other place or on the window, doors and corridors of the Project. If the Purchaser/s commits default of this sub-clause then the Purchaser/s shall immediately take remedial action.
- vi. Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever

save and except the name of the Purchaser/s in such places only as shall have been previously approved in writing by Co-Promoter / Promoter in accordance with such manner, position and standard design laid down by Co-Promoter / the Promoter;

- vii. Shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by Co-Promoter / Promoter;
- viii. Shall cause the Organization to paint the Project at least once in every five years maintaining the original colour scheme even after the agreement is executed in favour of the Organization.

#### **15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

- 15.1 The Promoters hereby represent and warrant to the Purchaser/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate:
  - i. The Promoters have clear and marketable title and has the requisite rights to carry out development upon the Said Land and also has actual, physical and legal possession of the Said Land for the implementation of the Project;
  - ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
  - iii. There are no encumbrances upon the Project except those disclosed to the Purchaser/s;
  - iv. There are no litigations pending before any Court of law with respect to the Project except those disclosed to the Purchaser/s;
  - v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, shall be obtained by following due

process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and common areas;

- vi. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the Promoters are restricted to enter into these presents;
- vii. At the time of execution of Deed of Lease in favour of the Organisation, the Promoters shall handover lawful possession of the Property for Organization to the Organization;

**16. ENTRY IN THE SAID PREMISES**

- 16.1 The Purchaser/s shall permit Co-Promoter / Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Premises or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the Project and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the Project in respect whereof, the Purchaser/s of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc.

**17. DEFECT LIABILITY**

- 17.1 If within a period of 5 (five) years from the date of offering possession of the said Premises to the Purchaser/s, the Purchaser/s bring/s to the notice of the Promoter any structural defect in the said Premises or the Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter/s, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoters shall not be liable for any such defects if the same have been caused by reason of

directly and/or indirectly attributable to the Purchaser/s and/or other occupants of the Project.

**18. MAINTENANCE CONTRACT**

18.1 Co-Promoter / Promoter shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the Said Land, such decision shall be final and binding until the agreement in respect of the Said New Building is executed in favour of the said Organization.

18.2 It is agreed that as and when Co-Promoter / Promoter enters into agreements/arrangements with any person, or otherwise Co-Promoter / Promoter is in a position to provide all Utilities (as defined hereinafter) or any of them, then in that event the Purchaser/s herein shall procure such Utilities only from Co-Promoter / Promoter or any person as may be nominated by Co-Promoter /Promoter in that behalf, as the case may be, and pay such amount as may be fixed by Co-Promoter /Promoter or its nominee, to Co-Promoter / Promoter or to its nominee, as the case may be. This term is the essence of this Agreement. For the purposes of this clause, Utilities refers to gas, water, electricity, cable television, internet services and such other service of mass consumption as may be utilized by the Purchasers on a day-to-day basis. It is further clarified that this clause shall not be interpreted / construed to mean that Co-Promoter / Promoter is obligated / liable to provide all or any of the Utilities whether or not Co-Promoter / Promoter has entered into agreements/arrangements with any person, or otherwise Co-Promoter/ Promoter is in a position to provide all Utilities or any of them.

**19. TRANSFER**

19.1 The Purchaser/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with 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 its rights, entitlements and obligations under this Agreement to any third party or otherwise, until all the dues, taxes, deposits, cesses, Sale Price and all other amounts payable by

the Purchaser/s to the Promoters under this Agreement, are fully and finally paid together with applicable interest thereon, if any. In the event the Purchaser/s is/are desirous of transferring the said Premises and/or his/her/their rights under this Agreement, then the Purchaser/s shall be required to obtain prior written consent of the Promoters, which consent shall be given by the Promoters, subject to such terms and conditions as the Promoters may deem fit and proper.

**20. MORTGAGE**

20.1 The Purchaser/s hereby grant/s his/her/their Irrevocable consent to Promoter/Co-Promoter mortgaging the Said Land with the Project being constructed thereon, to enable Co-Promoter / Promoter to augment the funds for the development of the Said Land. Co-Promoter / Promoter shall clear the mortgage debt in all respects before the execution of the lease of the Property for Organisation in favour of the Organisation in the manner provided in this Agreement.

20.2 Notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by Co-Promoter and notwithstanding Promoter/Co-Promoter giving any no objection/permission for mortgaging the said Premises or creating any charge or lien on the said Premises and notwithstanding the mortgages/charges/liens of or on the said Premises, Promoter/Co-Promoter shall have first and exclusive charge on the said Premises and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to Co-Promoter/ Promoter under this Agreement or otherwise.

**21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S AND SUBSEQUENT PURCHASER(S):**

21.1 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 purchaser(s) of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes

**22. INDEMNITY**

22.1 The Purchaser/s hereby agrees to indemnify and keep indemnified, saved, defended and harmless Co-Promoter/the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by Co-Promoter/ Promoter from or due to any breach by the Purchaser/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser/s in complying/performing his/her/their obligations under this Agreement.

**23. NOTICE**

23.1 All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore mentioned

23.2 A notice shall be deemed to have been served as follows:

- i. if personally delivered, at the time of delivery
- ii. if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same

**24. PAN**

24.1 For the purposes of this transaction, the details of the PAN of Promoter/Co-Promoter and the Purchaser/s are as follows:

CO-PROMOTER	:	AADCP5488M
PROMOTER	:	AAVFA3975F
PURCHSER/S	:	

**25. WAIVER**

25.1 No forbearance, indulgence or relaxation or inaction by Co-Promoter/ Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents 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.

25.2 Any delay tolerated or indulgence shown by Co-Promoter / Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by Co-Promoter/ Promoter shall not be construed as a waiver on the part of Co-Promoter/ Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of Co-Promoter/ Promoter.

**26. SEVERABILITY:**

26.1 If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act 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 reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA 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.

**27. METHOD OF CALCULATION OF PROPORTIONATE SHARE:**

27.1 Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other purchaser(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 Project.

**28. FURTHER ASSURANCES:**

28.1 Both 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.

**29. PLACE OF EXECUTION AND REGISTRATION**

29.1 The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' office, or at some other place, which may be mutually agreed between the Promoters and the Purchaser/s, in Mumbai City, after the Agreement is duly executed by the Purchaser/s and the Promoters 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.

29.2 The Purchaser/s and Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoters and Purchaser/s will attend such office and admit execution thereof

29.3 The Purchaser/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for allotment of the said Premises including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.

**30. LEGAL ADVICE**

30.1 The Purchaser/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the Said Land and the said Premises and has/have expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has/have entered into this Agreement and further agrees not to raise any objection in regard to the same

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

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**

*(description of the Said Land)*

All that piece or parcels of land bearing (i) CTS No. A/754 admeasuring 1149.7 square meters (ii) CTS Nos. A/755A and CTS Nos. A/755B

admeasuring 896.30 square meters and (iii) CTS No. A/757 admeasuring 453.20 square meters thereby aggregating to 2499.20 square meters situate, lying and being at Village Bandra, Hill Road, Bandra (West), Mumbai 400050

On or towards the North : 27.45 mt. wide Hill Raod  
On or towards the East : Property bearing CTS  
Nos.722, 723, 756 and 724  
On or towards the West : 7 mt. wide existing Ice-  
Factory Road  
On or towards the South : Property bearing CTS  
Nos.753 and 725

#### THE SECOND SCHEDULE HEREINABOVE REFERRED TO

*(Description of the Said Flat)*

Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtrs carpet area on \_\_\_\_\_ habitable floor of the building known as "Beaupride" to be constructed on the said Land more particularly described in First Schedule hereinabove written.

#### THE THIRD SCHEDULE HEREINABOVE REFERRED TO

*(Description of common area)*

1. Lift lobby
2. Entrance Lobby
3. Two staircases
4. Parking areas/floors (3<sup>rd</sup>, 4th, 5th podium)
5. Area outside car lift
6. Passages
7. Conduits / Ducts / shafts
8. roof top terrace
9. Drainage and Sewerage system;
10. STP;
11. captive car lifts (excluding PPL Area);
12. open space

#### THE FOURTH SCHEDULE HEREINABOVE REFERRED TO

*(List of amenities in the Said Flat)*

- Doors  
High Graded wooden doors/Solid core flush doors

- Windows  
Heavy Section Powder coated Aluminium windows
- Flooring  
Imported marble flooring in the living room, dining room, & passage  
Laminated wooden flooring in master bedroom & all other bedrooms
- Kitchen  
Vitrified tiles flooring, granite kitchen platform, colour glazed tiles dado on platform sides, dry & wet stainless steel sink, electric points for household appliance.
- Bathrooms  
Well designed tiled bathrooms with imported marble counters, Designer bathrooms with high quality sanitary fittings
- Air Condition  
Split AC in living, dining and all bedrooms
- Home Automation  
Integrated home automation system in living room System
- Internet  
Wi-fi enabled residence
- Security System  
Video door phone, Gas detector in the kit

SIGNED AND DELIVERED by

Within named "**CO-PROMOTER**"

**PRIDE HILL DEVELOPERS PRIVATE LIMITED**

By the hands of its Director/Constituted Attorney

**MR.** \_\_\_\_\_

In the presence of ...

1.

2.

Photo	Left Hand Thumb Impression

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SIGNED AND DELIVERED by the

Within named “PROMOTER”

**SHETH REALTORS**

(formerly known as ABIL SHETH REALTORS)

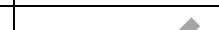
By the hands of its Partner/Constituted Attorney

MR. \_\_\_\_\_

In the presence of ...

1.

2.

Photo	Left Hand Thumb Impression
	 A faint, dark grey impression of a thumb, oriented vertically with the tip pointing upwards. The skin texture is visible, and the nail bed is at the top. The word 'AFT' is faintly visible in the background of the impression.

SIGNED AND DELIVERED by the

Within named "Purchaser/s"

In presence of ...

1.

2.

Photo	Left Hand Thumb Impression