

**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE (“**Agreement**”) is made and entered into at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_ 2025;

**BETWEEN**

**PRANAV CONSTRUCTIONS LIMITED (formerly known as Pranav Constructions Private Limited)** [CIN No. U70101MH2003PLC141547, PAN: AAECP0580F], a company, registered under the provisions of the Companies Act, 1956, and validly existing under the provisions of the Companies Act, 2013, having its registered office at 1001, 10<sup>th</sup> Floor, DLH Park, Near MTNL, S.V. Road, Goregaon (West), Mumbai City, Maharashtra - 400 104, hereinafter referred to as the “**PROMOTER**” [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor(s) and permitted assign(s)] of the One Part;

**AND**

[If the Allottee/s is a Company]

[●], (CIN No. [●]) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [●], (PAN [●]), represented by its authorised signatory, [●] (Aadhaar no. [●]) duly authorised vide board resolution dated [●], hereinafter referred to as the “**ALLOTTEE/S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the Other Part;

[OR]

[If the Allottee/s is a Partnership]

[●], a partnership firm incorporated and registered under the Indian Partnership Act, 1932, having its principal place of business at [●], (PAN [●]), through the hands of its partners [●], hereinafter referred to as the “**ALLOTTEE/S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of last of such survivors or survivor and their permitted assigns) of the Other Part;

[OR]

[If the Allottee/s is an Individual]

Mr. / Ms. / Mrs. [●], son / daughter of [●], an adult, Indian Inhabitant, residing at [●], (Aadhaar No. [●], PAN [●]), hereinafter referred to as the “**ALLOTTEE/S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and permitted assigns) of the Other Part;

[OR]

[If the Allottee/s is a HUF]

Mr. [●], (Aadhaar No. [●]) son of [●], for self and as the Karta of the Hindu Joint Mitakshara Family known as [●] HUF, having its place of business / residence at [●], (PAN [●]), hereinafter referred to as the “**ALLOTTEE/S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors in interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors in interest and permitted assignees).

*[Please insert details of other Allottee/s, in case of more than one Allottee/s]*

For the sake of convenience, the Promoter and the Allottee/s are hereinafter individually referred to as “**the Party**” and collectively referred to as “**the Parties**”.

**WHEREAS:** -

A. One Mr. Abubakar Jusab Chandiwala alias Haji Abubakar Haji Jusub was the original owner of a larger pieces of land including land or ground bearing Survey No. 430 (part) and 274 (part) corresponding to C.T.S. No. 973/3 admeasuring 2700 square yards or thereabouts equivalent to 2257.54 square metres or thereabouts, which after surrender for set back to the Municipal Corporation for Greater Mumbai came to admeasuring 2560 square yards equivalent to 2140.16 square metres or thereabouts as a consequence of road setback, as per Conveyance Deed dated 15<sup>th</sup> December 1987, the area of the said land is 2204.90 square metres or thereabouts, which is also reflecting the Property Register Card and now physically admeasuring 1890.10 square metres after a physical survey of the plot, lying being and situate at St. John Baptist Road, formerly known as Chapel Road and Cemetery Road, at Village B Ward, Taluka Bandra in the Registration District and Sub-District of Mumbai City and Mumbai Suburban. Hereinafter, the land bearing C.T.S. No. 973/3 now

physically admeasuring 1890.10 square metres which shown in Property Registered Card admeasuring 2240.90 square metres, shall be referred to as “**the Land**”;

- B. Mr. Abubaker Jusab Chandiwala died intestate on 24<sup>th</sup> March 1945, leaving behind him, his wife Mrs. Zulekhabai Chandiwala and 3 (three) sons *viz.*, (i) Mr. Mohamed Abubaker Chandiwala, (ii) Mr. Yusuf Abubaker Chandiwala and (iii) Mr. Aziz Abubaker Chandiwala alias Abdul Aziz Abubakar Chandiwala as his only legal heirs. Mrs. Zulekhabai Chandiwala also died intestate on 11<sup>th</sup> October 1954, leaving behind her, her 3 (three) sons *viz.*, (i) Mohamed Abubakar Chandiwala, (ii) Mr. Yusuf Abubaker Chandiwala and (iii) Mr. Aziz Abubaker Chandiwala alias Abdul Aziz Abubaker Chandiwala as her only heirs and legal representative, entitled to her estate including the Land herein as per the prevailing Mohammedan Law;
- C. The larger land was partitioned by mutual consent amongst the 3 (three) brothers namely (i) Mr. Mohamed Abubakar Chandiwala, (ii) Mr. Yusuf Abubaker Chandiwala and (iii) Mr. Aziz Abubaker Chandiwala alias Abdul Aziz Abubaker Chandiwala as tenants in common in equal shares and on such partition, the Land came to the share of Mr. Mohamed Abubaker Chandiwala and he was put in sole and exclusive possession of the Land;
- D. In furtherance of the aforesaid partition, by an Indenture dated 7<sup>th</sup> April 1962, registered with the Sub-Registrar of Assurances at Mumbai under No. 1056/1962, the said Mr. Yusuf Abubaker Chandiwala and Mr. Aziz Abubaker Chandiwala alias Abdul Aziz Abubaker Chandiwala (the Releasors therein) released all their aggregate 2/3<sup>rd</sup> undivided share, right, title and interest in the Land in favour of Mr. Mohamed Abubaker Chandiwala and as a result thereof, Mr. Mohamed Abubaker Chandiwala became absolutely entitled to the Land. The property card in respect of the Land under column Holder in the origin of the title in the year 1966 shows Mohamed Abubaker Chandiwala as the holder of the subject Land *vide* an Order dated 29<sup>th</sup> November 1966 (inadvertently shown in PR card as 29-11-6);
- E. By way of a Gift Deed dated 28<sup>th</sup> January 1959, Mr. Mohamed Abubaker Chandiwala has gifted all is right, title and interest in the Land in favour of his daughter Mrs. Khurshid and his son-in-law, Mr. Yusuf Ismail alias Mohammad Yusuf Ismail Merchant as the equal owners of the Land. The said Gift Deed dated 28<sup>th</sup> January 1959, was registered with the office of the Sub-Registrar of

Assurances at Mumbai under Register No. 703 of Book No. 7 on 12<sup>th</sup> February 1959. The Land was therefore always intended to be belonging to Mrs. Khurshid and Mr. Yusuf Ismail alias Mohammed Yusuf Ismail Merchant as equal owners;

- F. Mrs. Khurshid and Mr. Mohamed Yusuf Ismail Merchant became the owners of and/or seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of the Land., bearing Survey No. 430 (part) and Survey No. 274 (part), with corresponding C.T.S. No. 973/3, and admeasuring 2560 square yards equivalent to 2140.16 square metres or thereabouts as a consequence of road setback, as per Conveyance Deed dated 15<sup>th</sup> December 1987 as set-out hereinbelow. However, the area of the Land has been shown as 2204.9 square metres or thereabouts as per the Property Register Card and now physically admeasures 1890.10 square metres after a physical survey of the plot;
- G. Mrs. Khurshid and Mr. Mohamed Yusuf Ismail Merchant developed the said land by constructing 3 (Three) buildings namely “**Baug-E-Rehmat**” comprising of ground *plus* three upper floors consisting of 12 (Twelve) residential flats, “**Gulnar A**” comprising of ground *plus* two upper floors consisting of 12 (Twelve) residential flats and “**Gulnar B**” comprising of ground *plus* three upper floors consisting of 16 (Sixteen) residential flats (hereinafter all the 3 (Three) buildings shall be collectively referred to as “**the Old Buildings**”, which are presently demolished);
- H. The Land together with the Old Buildings and other ancillary structures standing thereon shall be hereinafter collectively referred to as “**the Property**” and which is more particularly described in the **First Schedule** hereunder written;
- I. Thereafter, Mrs. Khurshid and Mr. Mohamed Yusuf Ismail Merchant entered into respective individual sale agreements with various flat purchasers and sold the residential flats in the Old Buildings on such terms and conditions as set out in their respective individual sale agreements as per the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963 (“**MOFA**”) and the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Rules, 1964 (“**MOFA Rules**”);
- J. The flat purchasers of various units in the Old Buildings formed a co-operative housing society under the name and style of “Bandra Gul-E-Baug Flat Owners Co-operative Housing Society Limited”, duly registered under the provisions of

Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act XXIV of 1961) and the rules and regulations as framed thereunder bearing registration No. BOM/HSG/H-6684 of 1981 on 26<sup>th</sup> June 1981. All the flat purchasers got admitted as the members of the said society and the said members were issued shares in respect of the same. Subsequently the name of the society was thereafter changed to “The Bandra Gul-E-Baug Co-operative Housing Society Limited” (“**the Society**”). This name change was regularized and endorsed by the Dy. Registrar on 11<sup>th</sup> October 2023;

- K. By and under an Indenture dated 15<sup>th</sup> December 1987, bearing registration No. 5074 / 87, registered with Sub-Registrar of Assurances at Mumbai, executed between Ms. Khurshid and Mr. Mohamed Yusuf Ismail Merchant (the Vendors therein) and the Society (the Purchasers therein), Ms. Khurshid and Mr. Mohamed Yusuf Ismail Merchant sold, transferred, granted, assured, and assigned all their right, title and interest in the Land to the Society;
- L. Under the circumstances, the Society became the owner of and/or seized and possessed of or otherwise well and sufficiently entitled to the Property (i.e., the Land and the Old Buildings);
- M. The Promoter herein has made an application before the relevant authorities for incorporating the name of the Society as holder of the Land in the Property Registered Card. A copy of the Property Registered Card is hereto annexed as **Annexure “A”**;
- N. There are total of 40 (Forty) existing members of the Society (“**Members**”), who were in absolute use, enjoyment, occupation as well as physical and judicial possession of their respective flats in the Old Buildings;
- O. The structure of the Old Buildings had been deteriorated over the years. Upon considering the huge cost involved in the repair work of the Old Buildings, the Members were inclined to go for the redevelopment of the Property and accordingly the Members requested the Managing Committee of the Society to call for a Special General Body Meeting of the Society to consider the scope of redevelopment of the Property;
- P. Accordingly, in response to the requisitions received from the Members, the Managing Committee of the Society decided to call ‘Special General Body Meeting’ (“**SGBM**”) for considering the proposal of ‘redevelopment’ of the Property;

Q. The Society had appointed a Project Management Consultant “PALASH PMC LLP” vide a letter of appointment dated 12<sup>th</sup> March 2022 (hereinafter referred to as the “**Society’s PMC**”) to undertake the process of redevelopment of the Property. The Society’s PMC prepared and submitted the Feasibility Report on 8<sup>th</sup> April 2022, which covered various aspects of redevelopment of the Property. The Feasibility Report was duly approved and adopted by the Society in the SGBM dated 1<sup>st</sup> May 2022. The Society’s PMC floated tenders by invite in respect of redevelopment of the Property in response thereto, the Society received offers from various interested developers including an initial offer from the Promoter herein. The offers received by interested developers were opened at the meeting held on 12<sup>th</sup> August 2022, following which the Society’s PMC prepared a ‘comparative sheet’ of the terms offered;

R. In accordance with the above, by a SGBM held on 8<sup>th</sup> January 2023, the Society shortlisted top 2 (two) developers, out of which one was the Promoter herein. The Promoter submitted its revised offer to the Society on the basis of the tender for the redevelopment of the Property, along with the annexures;

S. In the Society’s SGBM held on 18<sup>th</sup> February 2023, the Members of the Society accepted the revised offer submitted by the Promoter herein and appointed the Promoter for undertaking the redevelopment of the Property by demolishing the Old Buildings and constructing thereon new building/s after consuming the maximum development potential as emanating from the Property of the Society;

T. The revised offer of the Promoter was improved and culminated into the Final Offer which was duly approved by the Society. Further, the Society also issued the Letter of Intent dated 7<sup>th</sup> May 2023 in favour of the Promoter;

U. As per the Final Offer of the Promoter to the Society, the Promoter agreed to undertake the work of development of the Property, by demolishing the Old Buildings and reconstructing a New Building for residential use thereon by utilizing the maximum permissible development potential as emanating from the Property including the primary Floor Space Index (“**FSI**”) of the Land as well as additional FSI by way of premium paid FSI (“**Premium FSI**”), FSI by way of Transferable Development Rights (“**TDR**” or “**TDR/FSI**”), compensatory/ Fungible FSI (“**Fungible FSI**”), incentive FSI, Set Back FSI, etc., as well as FSI in lieu of stairways, lobbies, Elevator shafts, etc., relating to and arising out of the Land under the provisions of Regulation 33(7)(B) of Development Control

and Promotion Regulations, 2034 (“**DCPR**”) in respect of the Property and on the terms and conditions more particularly contained therein;

- V. The entire process of redevelopment till date was conducted and laid down under the Circular dated 03<sup>rd</sup> January, 2009 (bearing No. CHS 2007/CR554/ 14-C, Co-operation, Marketing and Textiles Department) by way of a directive under Section 79(A) of Maharashtra Co-operative Societies Act, 1960, confirmed in the presence of Deputy Registrar of Co-operative Societies on 28<sup>th</sup> May 2023, and the said Deputy Registrar by his letter dated 3<sup>rd</sup> November 2023, confirmed the appointment of the Promoter as the Developer by the Society for its redevelopment project;
- W. By and under a Development Agreement dated 6<sup>th</sup> June 2024 (“**Development Agreement**”) duly registered with the Sub-Registrar of Assurances at Andheri vide Serial No. BDR18-10177-2024 on 6<sup>th</sup> June 2024, executed by and between the Society (therein referred to as ‘the Society’), the Members (therein referred to as ‘the Existing Members’) and the Promoter herein (therein referred to as the ‘the Developer’), the Society and its Members have appointed the Promoter and granted the development rights in favor of the Promoter to undertake the redevelopment of the Property on such terms and conditions as set-out therein along with the right to sell the Developer’s Entitlement / Sale Component (as defined therein and the Promoter’s Free Sale Premises herein) to the prospective purchasers and receive consideration for the same;
- X. By and under a Power of Attorney dated 6<sup>th</sup> June 2024 (“**Power of Attorney**”), duly registered before the Joint Sub-Registrar of Assurances at Andheri vide Serial No. BDR18-10179-2024 on 6<sup>th</sup> June 2024, the Society through its authorized representatives executed an irrevocable Power of Attorney with respect to the Property in favor of the Promoter herein;
- Y. *Save and except* the obligation of the Promoter to construct and allot free of cost, 43 (forty three) residential flats for the purposes of rehousing the Members along with 45 (forty five) car-parking spaces for the Members, the Promoter is fully entitled to sell such additional flats/premises constructed by the Promoter as well as to allot and deal with the remaining car parking space(s) to the prospective purchasers for the consideration and on the terms and conditions as the Promoter may think fit and proper and to appropriate the sale proceeds thereof, for its own benefit without any reference to the Society and/or its Members (“**Promoter’s Free Sale Premises**”);

Z. In the circumstances herein, the Promoter is exclusively entitled to develop the Property and is absolutely entitled to construct a New Building on the Property and deal with or dispose of the Promoter's Free Sale Premises in the proposed New Building for such consideration as it may deem fit and proper;

AA. The Promoter is constructing a new residential building on the Property to be known as "**GULNAR**", comprising of Ground + 2 (two) podiums + 18 (eighteen) upper habitable floors, which shall consist of 68 (sixty-eight) residential flats ("**New Building**");

BB. The Promoter had submitted the plans to develop the Property with the MCGM and pursuant thereto, the plan was sanctioned and approved by the MCGM. In accordance with the plan, the Promoter had got the plans, specifications, elevations, sections and details of the New Building to be constructed on the Land, sanctioned from the MCGM vide Intimation of Disapproval (hereinafter referred to as the "**IOD**") vide No. P-20207/2024/(CTS No. 973/3)/H/W Ward/BANDRA-B/IOD/1/New dated 20<sup>th</sup> January 2025. In accordance with the plan and the IOD obtained by the Promoter, the New Building is being constructed on the Land. The MCGM has also issued a Commencement Certificate (hereinafter referred to as the "**CC**") vide No. P-20207/2024/(CTS No. 973/3)/H/W Ward/BANDRA-B/CC/1/New dated 16<sup>th</sup> July 2025 in respect of the New Building. The copies of the IOD along with the sanctioned plans and specifications and CC are annexed hereto as **Annexures "B"** and **"C"** respectively. The Promoter shall obtain further CC by way of extending the validity thereof from the MCGM from time to time;

CC. The Promoter has availed project finance from Tata Capital Housing Finance Limited ("**TCHFL**") vide Deed of Simple Mortgage dated 15<sup>th</sup> July 2025, for development of the Property including construction of the New Building in which the Flat is situated. As a security, for the payment, the Promoter has mortgaged in favour of TCHFL, the Promoter's entitlement as set-out in the Deed of Simple Mortgage dated 15<sup>th</sup> July 2025, in accordance with the Development Agreement. The Promoter reserves the right to take additional loans/project finance by creating security against the development rights and/or the Developer's Entitlement/Sale Component in accordance with the Development Agreement. The Allottee/s undertakes to comply with its obligations as set-out in this present Agreement in a time bound manner and make timely payment of all installments of the sale consideration (as defined

hereinbelow). The Promoter has obtained the requisite No-Objection Certificate (“NOC”) dated \_\_\_\_\_, from TCHFL which is annexed hereto as **Annexure “D”** herein. The Allottee/s has/ have perused the said NOC issued by the TCHFL and has/have understood and accepted the terms and conditions thereof to the satisfaction of the Allottee/s. The Promoter hereby agrees and undertakes to and shall ensure that under no circumstances shall the right of the Allottee/s to the Flat be compromised, if the Allottee/s is/are making timely payment of the instalments in the manner as set-out in this Agreement;

- DD. The Promoter has entered into a standard agreement with the Architect, **Rasik P. Hingoo Associates**, registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects. The Promoter has also appointed **Shanghvi and Associates Consultants Private Limited** as Structural Engineers for preparing structural designs and drawings and specifications of the New Building to be constructed on the Land and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the New Building unless otherwise changed;
- EE. The Promoter is entitled to purchase Transfer of Development Rights (TDR) / FSI available vide payment of premium, etc., for the purpose of consuming and utilizing it for the proposed development as permissible under the DCPR 2034 and other applicable laws from time to time;
- FF. The development of the Property including construction of the New Building and the Common Areas, Amenities and Facilities thereto (as defined hereinbelow) has been registered as a standalone ‘real estate project’ (“**said Project**”) with the Maharashtra Real Estate Regulatory Authority (hereinafter referred to as “**RERA Authority**”) under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as “**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 Disclosure on Website) Rules, 2017 (hereinafter referred to as the “**RERA Rules**”). The RERA Authority has duly issued a certificate of registration bearing number \_\_\_\_\_, for the said Project (“**RERA Certificate**”). The RERA Certificate and all the documents, approvals and information are uploaded on the website of RERA. A copy of the RERA Certificate is annexed hereto as **Annexure “E”**;

GG. Prior to the execution hereof, the Allottee/s has/have demanded from the Promoter and the Promoter has given inspection and furnished to the Allottee/s, copies of all the documents of title relating to the Property, the relevant orders, and the approved plans, NOC, permissions, designs, and specifications prepared by the Promoter's Architects and all other documents as specified under RERA and the RERA Rules and Regulations made thereunder. The Allottee/s is/are completely satisfied with the (i) the nature of the right of the Promoter to develop the Property, (ii) the primary approvals and sanctions obtained / proposed to be obtained from the concerned authorities in respect of the development of the Property / New Building including building plans, floor plan, IOD, CC and modifications therein obtained / to be obtained from time to time, (iii) the nature of the Premises comprised therein as permissible under DCPR 2034, and such other documents as are specified under the RERA and the RERA Rules and Regulations made thereunder. The Allottee/s has/have prior to the date hereof, examined the copy of the RERA Certificate and caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Promoter has answered all the requisitions of the Allottee/s to the complete satisfaction of the Allottee/s and the Allottee/s agree/s and undertake/s not to raise any queries and/or objections henceforth with respect to the title of the Promoter herein to redevelop the Property. This Agreement is entered into by the Allottee/s after independent scrutiny by the Allottee/s and post the Allottee/s seeking necessary legal advice;

HH. A copy of the Legal Title Report issued by Advocate of the Promoter showing the nature of the right of the Promoter to redevelop the Property and to construct New Building thereon, is annexed hereto as **Annexure “F”**

II. The authenticated copies of the plans and specifications of the Flat and the Car Parking Space purchased by the Allottee/s herein, as sanctioned and approved by the MCGM have been annexed hereto as **Annexures “G” and “H”** respectively;

JJ. The Promoter has got some approvals from the concerned local authority to the plans, specifications, elevations and sections of the New Building and shall obtain the balance approvals from various authorities from time to time, so as to obtain the Occupation Certificate for the New Building;

KK. While sanctioning the said plans for the New Building, the concerned local authorities and/or government has laid down certain terms, conditions,

stipulations and restrictions which are to be observed and performed by the Promoter while developing the Property and the New Building on the Land and upon due observance and performance of which only the Occupation Certificate and Building Completion Certificate in respect of the New Building shall be granted by the concerned local authority;

LL. The principal and material aspects of the development of the said Project are briefly stated below: -

- i. Total FSI of **4586.20** square metres has been sanctioned for consumption and further FSI of **1024.44** square metres is proposed in the construction and development of the Project;
- ii. The common areas, amenities and facilities in the said Project that may be usable by the Allottee/s along with all the other allottee/s in the said Project are listed in the **Third Schedule** hereunder written (“**Common Areas, Amenities and Facilities**”);

MM. The Allottee/s being fully satisfied with respect to the right of the Promoter to develop the Property in the manner mentioned herein and being desirous of acquiring a residential flat in the New Building, has approached the Promoter and requested to allot to him/her/it/them, a residential flat bearing Flat No. \_\_\_\_\_, admeasuring \_\_\_\_\_ square feet RERA Carpet Area equivalent to \_\_\_\_\_ square metres RERA Carpet Area on the \_\_\_\_\_ floor of the New Building (hereinafter referred to as “**the Flat**”) as more particularly shown on the plan hatched lines on the floor plan annexed hereto as Annexures “G” and \_\_\_\_\_ (\_\_\_\_\_) car parking space bearing No. \_\_\_\_\_, admeasuring \_\_\_\_\_ square feet having \_\_\_\_\_ feet length x \_\_\_\_\_ feet breadth x \_\_\_\_\_ feet vertical clearance on surface level, on Ground / Podium level \_\_\_\_\_, in the New Building (hereinafter referred to as “**the Car Parking Space**”) as more particularly shown on the parking plans annexed hereto as Annexure “H” (hereinafter the Flat and the Car Parking Space are collectively referred to as “**the Premises**” and which are more particularly described in the **Second Schedule** hereunder written) and the right to use the Common Areas, Amenities and Facilities in the New Building along with the other allottee/s which are more particularly described in the **Third Schedule** hereunder written and relying on the representations, warranties and undertakings given by the Allottee/s herein and at the request of the Allottee/s, the Promoter has agreed to sell and allot to the Allottee/s and the Allottee/s has/have agreed to acquire and purchase from the Promoter, the Premises, at and for a Sale Consideration of Rs. \_\_\_\_\_/-

(Rupees \_\_\_\_\_ Only) (hereinafter referred to as the “**Sale Consideration**”) to be paid by the Allottee/s to the Promoter, on the terms and conditions as hereinafter appearing;

NN. The carpet area of the Flat is \_\_\_\_\_ **square feet** equivalent to \_\_\_\_\_ **square metres**. “*Carpet Area*” means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the Flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the Flat for exclusive use of the Allottee/s but includes the area covered by the internal partition walls of the Flat;

OO. The Allottee/s hereby expressly confirms that he/she/they/it has/have agreed to enter into this Agreement with full knowledge, implication, effect, etc., of various terms and conditions contained in the plans, documents, orders, plan and project including the rights and entitlements available to and reserved by the Promoter as contained in these presents;

PP. Under Section 13 of the RERA, the Promoter is required to execute a written Agreement for Sale in respect of the Premises with the Allottee/s, being in fact these presents and also to register the same under the provisions of the Registration Act, 1908. The Allottee/s has/have agreed to enter into this Agreement with full knowledge of all the terms and conditions contained herein;

QQ. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

RR. The Parties are now desirous of recording the terms and conditions mutually agreed between them in the manner hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY  
AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN  
THE PARTIES HERETO AS UNDER:**

**1. RECITALS:**

The recitals stated above shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.

**2. AGREEMENT FOR ALLOTMENT & SALE:**

- 2.1 The Promoter shall develop the Property and construct thereon a New Building i.e., new residential building to be known as “**GULNAR**”, comprising of Ground + 2 (two) podiums + 18 (eighteen) upper habitable floors, which shall consist of 68 (sixty-eight) residential flats totally in accordance with the plans, designs and specifications as approved by the MCGM from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Flat of the Allottee/s except in cases of any alteration or addition required by any Government authorities or due to change in law.
  
- 2.2 The Allottee/s hereby agree/s to purchase and acquire from the Promoter and the Promoter relying on the representations, warranties, covenants, and undertakings given by the Allottee/s herein and at the request of the Allottee/s has/have agreed to sell and allot to the Allottee/s, the Premises i.e., a residential flat bearing no. \_\_\_\_\_, admeasuring \_\_\_\_\_ square feet RERA carpet area equivalent to \_\_\_\_\_ square metres RERA carpet area on the \_\_\_\_\_ floor of the New Building and \_\_\_\_\_ (\_\_\_\_\_) car parking space bearing No. \_\_\_\_\_, admeasuring \_\_\_\_\_ square feet having \_\_\_\_\_ feet length x \_\_\_\_\_ feet breadth x \_\_\_\_\_ feet vertical clearance on surface level, on Ground / Podium level \_\_\_\_\_, in the New Building and the right to use the Common Areas, Amenities and Facilities in the New Building along with the other allottee/s on the terms and conditions and for a Sale Consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) in the manner hereinafter appearing.

2.3 It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted to the Premises only, and such right will accrue to the Allottee/s only on the Allottee/s making full payment to the Promoter of the Sale Consideration and all other amounts as stated herein, strictly in accordance with this Agreement and only on the Allottee/s performing and complying with other terms, conditions, covenants, obligations, undertakings, etc., hereof.

### 3. **SALE CONSIDERATION:**

3.1 The Sale Consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (“Sale Consideration”) of the Premises shall be paid by the Allottee/s in the following manner: -

S. No.	Particulars	Percentage (%)	Amount (in Rupees)
1	On Booking	9%	
2	On Procurement of Commencement Certificate	11%	
3	On Completion of Plinth	20%	
4	On Completion of 1st Slab	2%	
5	On Completion of 2nd Slab	2%	
6	On Completion of 3rd Slab	2%	
7	On Completion of 4th Slab	2%	
8	On Completion of 5th Slab	2%	
9	On Completion of 6th Slab	2%	
10	On Completion of 7th Slab	3%	
11	On Completion of 8th Slab	2%	
12	On Completion of 9th Slab	2%	
13	On Completion of 10th Slab	2%	
14	On Completion of 11th Slab	2%	
15	On Completion of 12th Slab	2%	
16	On Completion of 13th Slab	2%	
17	On Completion of 14th Slab	3%	
18	On Completion of 15th Slab	2%	
19	On Completion of 16th Slab	2%	
20	On Completion of 17th Slab	2%	
21	On Completion of 18th Slab	2%	
22	On Completion of 19th Slab	2%	
23	On Completion of 20th Slab	2%	
24	On Completion of 21st Slab	3%	
25	On Completion of Internal Plaster	5%	
26	On Completion of External Plaster	5%	

<b>27</b>	<b>On Procurement of Occupation Certificate</b>	<b>5%</b>	
	<b>TOTAL</b>	<b>100%</b>	

The above table for the sake of convenience is hereinafter referred to as the “**Payment Plan**”.

3.2 Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter, a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** as and by way earnest money from and out the Sale Consideration payable towards the Premises (the payment and receipt whereof the Promoter do hereby admit and acknowledge of and from the payment thereof and release, discharge, and acquit the Allottee/s absolutely and forever). The cheque / demand draft / pay order / RTGS / NEFT, for the payment of the Sale Consideration shall be drawn by the Allottee/s specifically in the account, the details of which are set out herein below: -

Name: PRANAV CONSTRUCTIONS LTD RERA DESIGNATED COLL AC FOR REDEVELOPMENT OF THE BANDRA GUL-E-BAUG CHSL

Account No.:

Bank:

Branch:

IFSC Code:

In addition to the above bank account, the Promoter has opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account Nos. \_\_\_\_\_ and \_\_\_\_\_ respectively.

The Promoter shall inform the Allottee/s the change in the bank details, if any, of all the account/s as may be agreed between the Promoter and the bank/financial institution, wherein the Allottee/s shall be required to make payment/s and the Allottee/s hereby agrees to make payments to such designated bank account.

3.3 The Allottee/s hereby agree/s to pay to the Promoter the balance Sale Consideration amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** in accordance with the Payment Plan as set-out in Clause 3.1 hereinabove.

3.4 Upon completion of each stage of construction linked to the payment by Allottee/s as aforesaid, the Promoter shall intimate in writing to the Allottee/s to make the payment as per the Payment Plan (hereinafter referred to as “**Promoter’s**

**Intimation")** within period of 15 (fifteen) days from the date of demand by the Promoter. It is hereby expressly agreed by and between the Parties that time shall be the essence of this Agreement for payment of instalments as aforesaid and for complying with the terms and conditions of this Agreement. The Allottee/s further agree/s and undertake/s to accept and not dispute the Promoter's Intimation for raising a demand of the corresponding instalment of the Sale Consideration and further undertakes to pay the amounts mentioned in the Promoter's Intimation within 15 (fifteen) days of such intimation being sent to the Allottee/s in the separate designated bank account opened by Promoter in that regard as set-out in Clause 3.2 hereinabove.

- 3.5 The Allottee/s shall deduct tax at source ("TDS") from each instalment of the Sale Consideration as required under the Income Tax Act, 1961. The Allottee/s shall duly cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 at the earliest. In the event of any loss of tax credit to the Promoter due to the Allottee/s' failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter from the Allottee/s.
- 3.6 The Promoter at its sole discretion allows a rebate for early payments of equal instalments payable by the Allottee/s by discounting such early payments at the rate as may be mutually agreed between the Promoter and Allottee/s for the period by which the respective instalment has been preponed. The provision for allowing such rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.
- 3.7 The Sale Consideration or part thereof may, at the specific instruction of the Promoter in that regard, has / have to be paid by the Allottee/s by way of pay order / cheque / demand draft drawn in favour of the Promoter or if directed by the Promoter, by direct bank transfer / RTGS / NEFT in the designated bank account as specified in Clause 3.2 hereinabove. Time as to payment shall be of the essence and the Allottee/s shall be liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum with monthly rests on all delayed payments from the due date till the date of payment thereof. The timely payment of each of the instalment/s consideration and other amount/s by the Allottee/s shall be the essence of this Agreement.
- 3.8 In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the Premises, if allotted, the Allottee/s

undertakes to direct such financial institution to pay all such amounts towards the Sale Consideration on the respective dates and the Allottee/s shall ensure that such financial institution shall disburse/pay all such amounts towards the Sale Consideration due and payable to the Promoter through an account payee cheque / pay order / demand draft. Any payments made in favour of any other bank accounts other than mentioned hereinabove of this Agreement shall not be treated as payment towards the Premises and shall be construed as a breach on the part of the Allottee/s of the terms and conditions of this Agreement, and the Allottee/s shall forthwith be required to make the necessary payment to the aforesaid accounts. However, payments made in any bank account as instructed by the Promoter in terms of Clause 3.2 shall be treated as valid payments towards the Premises.

- 3.9 The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them/it under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake/s not to object/ demand/ direct the Promoter's adjustment/appropriations of his/her/their payments in any manner.
- 3.10 The Sale Consideration is escalation-free, *save and except* escalations / increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority / local bodies / government from time to time. The Promoter shall while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities, etc., enclose the relevant notification / order / rule / regulation issued to that effect along with the demand letter issued to the Allottee/s.

#### 4. **TAXES:**

- 4.1 The Sale Consideration as also all other amounts as may be due and payable by the Allottee/s under these presents are exclusive of all taxes, levies, duties, cesses, etc. All such taxes, levies, duties, cesses (whether applicable / payable now or become applicable / payable in future) including **Goods and Service Tax (“GST”)** and/or all other direct / indirect taxes / duties, impositions applicable, levied by the Central and/or State Government and/or any local, public or statutory authorities / bodies, etc., or any other tax/liability on account of this transaction (“**said Taxes**”) payable on the Sale Consideration and/or any other amounts

payable under this Agreement shall be borne and paid by the Allottee/s alone. The Promoter shall never be liable, responsible and/or required to bear, and/or pay the said Taxes or any part thereof.

- 4.2 Such payments / reimbursements shall also be made by the Allottee/s to the Promoter proportionately along with payments / instalments of the Sale Consideration under Clause 3 hereinabove, within 15 (fifteen) days from the date of the intimation by the Promoter in that behalf.
- 4.3 The Allottee/s do/does hereby further agree/s and undertake/s to indemnify and keep the Promoter indemnified, saved, defended and harmless of, from and against any costs, charges or expenses incurred or any risk, harm or prejudice suffered or any suit, action, or proceeding instituted in respect of or arising out of or due to the non-payment of said Taxes. In the event of default by the Allottee/s in the payment of said Taxes and / or GST and / or further statutory payments, liabilities in respect of the Premises, etc., then (a) the same will be payable along with interest as mentioned in this Agreement; and (b) the Promoter will be entitled to a first charge and lien on the Premises to the extent of such outstanding amounts in respect of the said Taxes including statutory taxes / dues.

## 5. **CAR PARKING SPACE:**

For the better and more convenient use and enjoyment of the Flat and at the request of the Allottee/s, the Promoter has hereby granted to the Allottee/s, the right to use the Car Parking Space i.e., \_\_\_\_\_ (\_\_\_\_\_ ) car parking space bearing No. \_\_\_\_\_, admeasuring \_\_\_\_\_ square feet having \_\_\_\_\_ feet length x \_\_\_\_\_ feet breadth x \_\_\_\_\_ feet vertical clearance on surface level , on Ground / Podium level \_\_\_\_\_, in the New Building. The Allottee/s shall use the Car Parking Space only for the purpose of parking the Allottee/s' own vehicle. The Allottee/s acknowledge/s that the Car Parking Space shall be held by the Allottee/s as incidental to the Flat and the Allottee/s shall not be entitled to transfer the use and enjoyment of the Car Parking Space without transfer of the Flat. All unallotted car parking spaces in the said Project shall always be the sole and absolute property of the Promoter which the Promoter can deal with or dispose of as it may deem fit, in accordance with the applicable laws. The Allottee/s is/are aware that other prospective purchasers / allottee/s will also be allotted car parking spaces as is being allotted to the Allottee/s and the Allottee/s agree/s to accept the same.

## **6. RIGHTS AND ENTITLEMENT OF THE PROMOTER:**

6.1 It is agreed that till the date of receipt of Full Occupation Certificate in respect of the New Building, the Promoter shall be entitled to load permissible F.S.I. and avail maximum benefit of Transfer of Development Rights / Development Rights Certificate on the Property and Fungible Compensatory F.S.I. with or without premium as may be sanctioned by MCGM for availing the full development potential of the Property or as may be required by the concerned local authority / Government, using such present and future Floor Space Index (FSI) / Transferable Development Rights (TDR) and all the benefits, potentials, yield, advantages, etc., including to use and consume floating rights, etc., on the Property presently available and/or that may be available in the future for any reason including on account of change in government laws or policies while constructing the New Building under the provisions of DCPR 2034 and as per the rules and regulations prevalent from time to time. The Promoter shall be entitled to, without in any manner affecting the area and location of the Flat and Common Areas, Amenities and Facilities as agreed to be provided herein, make such variations and modifications to the building plans and specifications, parking spaces, open spaces, amenities area, recreation areas, garden spaces, varying the access to the New Building as the Promoter may consider necessary for efficacious planning of the Project or otherwise, on account of change in regulations / law / Act, etc., from the concerned authorities and/or such other FSI / TDR that may be available to the Promoter, by following due process of law. However, in the event any law, for the time being in force, requires the Promoter to obtain consent of the purchasers and/or allottee/s in the New Building, then the Allottee/s shall not unreasonably withhold such consent and shall not claim any amount, consideration, compensation, etc., and shall fully co-operate and assist the Promoter in respect thereof. All such additions, alterations, additional floors and/or structures shall be the sole property of the Promoter who shall be solely entitled to sell / allot and / or otherwise deal with the same in the manner as it may desire and deem fit and proper, in accordance with applicable laws and further that the Promoter shall be entitled to utilize and consume such TDR, F.S.I or any other potential, other rights, benefits to the maximum extent permissible as per the rules and regulations in force at such relevant time. The Allottee/s agree/s, confirm/s and undertake/s not to directly / indirectly claim any amount / compensation, etc., and shall co-operate with and assist the Promoter in accordance with applicable laws.

6.2 The Promoter shall be entitled to erect hoardings / boards / logo of its brand name in the form of neon signs, MS letters, vinyl, sun boards in the common areas of the said Project as the Developer with respect to proposed development.

6.3 It is specifically agreed that the New Building shall always be known as '**GULNAR**', and this name shall not be changed without the written consent of the Promoter and/or the Society.

6.4 The Promoter and its surveyors and agents with or without workmen and others shall have an irrevocable, unconditional and unfettered right of access to the New Building and shall be entitled to at all times, to enter into and upon the Premises as also the New Building and the Property or any part thereof, even after the handover of the management and administration of the New Building to the Society, to view and examine the state and conditions thereof or to repair and remove any disrepair in terms of this Agreement.

## **7. CONSTRUCTION, DESIGN AND SPECIFICATIONS:**

7.1 The Promoter shall confirm the final carpet area of the Flat that has been allotted to the Allottee/s after the construction of the New Building is complete and the Occupation Certificate is granted by the competent authority and by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3 (three) percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within defined limit, then the Promoter shall refund the excess money paid by Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, , the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square metres / feet as agreed for under Clause 3 hereinabove.

7.2 The Allottee/s agree/s and confirm/s that the Flat and the New Building shall have the specifications and amenities as described in the **Annexure 'I'** herein. The Promoter hereby agrees to provide the Common Areas, Amenities and Facilities, in the said Project / New Building as set-out in the Third Schedule hereunder written, and *save and except* as listed out in the Third Schedule, the Promoter shall

not be liable, required and / or obligated to provide any other Common Areas, Amenities and Facilities in the said Project / New Building. It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted to the Premises more particularly described in the Second Schedule hereunder written along with the right to use the Common Areas, Amenities and Facilities as set-out in the Third Schedule hereunder written, and such right will accrue to the Allottee/s only on the Allottee/s making full payment to the Promoter of the Sale Consideration and all other amounts as stated herein, strictly in accordance with this Agreement and only on the Allottee/s performing and complying with other terms, conditions, covenants, obligations, undertakings, etc., hereof.

#### **8. TIMELY PAYMENT AND TERMINATION:**

- 8.1 It is hereby expressly agreed that the Allottee/s shall make payment of each of the instalments of the Sale Consideration as per the Payment Plan on their respective due dates and other contributions / monies payable hereunder to the Promoter (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) as time is the essence of this Agreement.
- 8.2 If the Allottee/s commits default in payment of instalments of the Sale Consideration on due date as per the Payment Plan to the Promoter (including proportionate share of taxes levied by concerned local authority and other outgoings), without prejudice to the Promoter's other rights under this Agreement and/or in law, the Allottee/s agrees to pay to the Promoter interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum with monthly rests, as specified in the RERA Rules, on all the amounts which become due and payable by the Allottee/s to the Promoter under this Agreement from the date such amount/s are payable by the Allottee/s to the Promoter until the date such outstanding amount along with interest is received by the Promoter.
- 8.3 Without prejudice to the right of the Promoter to charge interest in terms of Sub-Clause 8.2 above, in the event of the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and/or on the Allottee/s

committing 3 (three) defaults of payment of instalments, the Promoter shall at its own option, may terminate this Agreement. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and/or mail at the e-mail address provided by the Allottee/s, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s, subject to adjustment and recovery towards agreed liquidated damages equivalent to 2% of the Sale Consideration and / or any other amount which may be payable to Promoter and other deductions as determined by the Promoter, within a period of 30 (thirty) days of the termination, the instalments of Sale Consideration of the Premises which may till then have been paid by the Allottee/s to the Promoter.

#### **9. POSSESSION AND FORCE MAJEURE EVENTS: -**

Subject to Force Majeure Events, the Promoter shall give possession of the Premises to the Allottee/s on or before \_\_\_\_\_. If the Promoter fails or neglects to give possession of the Premises to the Allottee/s on account of reasons beyond the Promoter's control and/or of Promoter's agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by the Promoter in respect of the Premises with interest at the rate specified in the RERA Rules, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to extension of time for giving delivery of the Premises on the aforesaid date, if the completion of the New Building in which the Premises is to be situated is delayed on account of -

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

## **10. GENERAL TERMS:**

The Premises (i.e., Flat and Car Parking Space) is agreed to be sold subject to the following:

- 10.1 The Allottee/s shall be bound to comply with all rules and regulations in respect of the New Building including but not limited to bye-laws of the Society;
- 10.2 Any scheme or resolution or plan affecting the Property or any part or parts thereof made or to be made by any authority concerned including the terms, covenants, stipulations and conditions contained hereinbefore recited agreement/s;
- 10.3 The Flat is strictly restricted to residential use only;
- 10.4 The Allottee/s agrees that a tolerance of up to 1% in the area of the Flat due to construction workmanship shall be permissible. If the actual area varies by more than 1% from the area specified in the IOD approved plan, the affected party (being the Allottee/s in case of reduction in area and the Developer in case of increase in area) shall be compensated at the prevailing market rate. The Developer shall not be liable to compensate the Allottee/s for any reduction up to 1% in the area of their Flat, nor shall the Allottee/s be liable to compensate the Developer for any increase up to 1% in such area. It is further clarified that this tolerance is pertaining only to construction workmanship.
- 10.5 The Allottee/s agrees that the Society shall be exclusively entitled to hold and otherwise deal with, in all respects, for its own benefit and account the open areas, Common Areas, Amenities and Facilities of the said Project in such a manner desired by the Society;
- 10.6 It is expressly agreed by the Allottee/s that in the event, if the Promoter desires to amalgamate or merge any particular premises with other premises (adjoining / above / below) into one and/or bifurcate any such premises into more than one unit, then the Promoter shall be at liberty to do and/or caused to be done all such acts, matters and things to effectuate such amalgamation / merger / bifurcation and as a consequence of such amalgamation, etc., any alterations, changes, additions, etc., takes place in the layout of such concerned premises including the inclusion, etc., of the semi exclusive passage/s and/or other area/s into such concerned premises amalgamated, etc., as above, the Promoter will be at liberty

to do so, subject to obtaining all necessary permissions from the concerned authorities and the Allottee/s agree/s to consent to the same provided it does not directly affect or prejudice the said Flat herein agreed to be acquired by the Allottee/s;

- 10.7 The Allottee/s and the other persons to whom the flats/units/premises (including the Premises herein) is/are permitted to be transferred to shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter may require for safeguarding the interest of the Promoter and/or the Allottee/s and other premises holders in the said Project;
- 10.8 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Land or the New Building or the Property or any portion of the Land on which the New Building is being constructed or any part thereof in favour of the Allottee/s. The Allottee/s shall have no claim save and except in respect of the Premises hereby agreed to be sold to the Allottee/s on the terms and conditions contained herein;
- 10.9 In case the transaction being executed by this Agreement between the Promoter and the Allottee/s is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/ fees / charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter or Allottee/s or both, as may be mutually agreed by and between them.

#### **11. DEFECT LIABILITY: -**

If within a period of 5 (five) years from the date of handing over possession of the Premises to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the Premises and/or the New Building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the RERA.

## **12. PROCEDURE FOR TAKING POSSESSION:**

- 12.1 The Promoter shall upon obtaining the Occupation Certificate in respect of the New Building from MCGM and/or receipt of the balance Sale Consideration and all other charges / amounts as set-out in this Agreement, offer possession of the Premises to the Allottee/s in writing (hereinafter referred to as the "**Possession Notice**").
- 12.2 The Allottee/s shall take possession of the Premises within 15 (fifteen) days of the Possession Notice, subject to the Allottee/s making payment of the balance instalments of the Sale Consideration and all other outstanding amounts due and payable to the Promoter under the terms of this Agreement. Upon receiving the Possession Notice from the Promoter, the Allottee/s shall prior to taking possession of the Premises, be required to execute necessary indemnities, undertakings and such other documentation as may be prescribed in this Agreement and as the Promoter deems fit at that relevant time.
- 12.3 Immediately on the date of receipt of the Possession Notice and irrespective of whether the Allottee/s has/have taken physical possession of the Premises, the Allottee/s shall be bound and liable to bear and pay all amounts due and payable under this Agreement including the balance Sale Consideration and other amounts under the terms of this Agreement. In addition to the same, the Allottee/s shall be liable to pay all outgoings, maintenance charges, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premia, parking charges, costs for running generator, costs, charges and expenses of cleaning and lighting the passages, landings, staircases, costs of maintenance, management and upkeep of the Common Areas, Amenities and Facilities and operation and maintenance and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and such other charges and expenses necessary or incidental for maintenance and upkeep of the said Project and/or the New Building or any part thereof and other charges and levies of like nature, payable in respect of the said Project and the Premises, to the Society / all Governmental Authorities and/or any private bodies, security agencies, house-keeping agencies, and other persons as applicable.
- 12.4 Prior to taking possession of the Premises, the Allottee/s shall inspect all the fixtures and fittings in the Premises. Thereafter, the Allottee/s shall have no

claim against the Promoter in respect of any item of work in the Premises which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specification and/or this Agreement and/or otherwise howsoever in relation thereto.

### **13. OTHER CHARGES AND DEPOSITS:**

13.1 The Allottee/s shall, on or before taking possession of the Premises pay to the Promoter, *inter alia*, the following amounts in addition to the Sale Consideration and all other amount payable by the Allottee/s under this Agreement or otherwise:

Particulars	Amount (Rs.)
(i) Legal Charges	
(ii) Electricity connection charges	
(iii) MGL connection charges	
(iv) Water connection charges	
(v) Development Charges	
<b>Total:</b>	

13.2 The Promoter shall not be liable, responsible and/or required to render the accounts in respect of the amounts mentioned hereinabove. It is hereby expressly clarified that the aforesaid amounts mentioned hereinabove does not include the monthly dues for electricity, gas and other utility bills for the Flat and the Allottee/s shall be liable to pay electricity, gas and other utility bills for the individual meters separately. In the event, the Allottee/s fail/s to pay all the amounts payable under these presents, the Promoter shall not be obliged to handover possession of the Premises.

13.3 The Promoter shall during the period of construction, bear and pay all outgoings and statutory dues including municipal taxes, work contract tax, taxes for land under construction and all the taxes relating to the New Building or the Land on which the New Building stands, non-agricultural assessment and other assessments and/or dues and/or charges of any sort in respect of and/or concerning the New Building or the Land on which the same is standing or in respect of and/or concerning the New Building, till the date of receipt of the Possession Notice. From the date of receipt of the Possession Notice, the Allottee/s shall be liable and responsible for bearing its pro-rata share as per the calculation made by the Promoter and/or the Society. It is clarified that all taxes,

dues, cess, outgoings with respect to the Premises from the date of receipt of the Possession Notice shall be borne and paid by the Allottee/s as per the details provided by the Promoter and/or the Society, without any delay and/or demur i.e., immediately on the receipt of the Possession Notice, the Allottee/s shall be liable to bear and pay the proportionate share (i.e., in proportion to the carpet/built up area of the Premises) of outgoings in respect of the Property and the New Building namely local taxes, betterment charges or such other levies, duties, taxes, etc. charged by the concerned local authority and/or Government and shall further become liable to pay 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 Property and the New Building. The Allottee/s shall pay to the Promoter and / or Society (as the case may be) such proportionate share of outgoings as may be determined. The monthly outgoings payable in respect of the Premises shall be determined by the Promoter and / or the Society (as the case may be).

13.4 The Allottee/s shall pay to the Society a proportionate share of the sinking fund as levied by the Society together with municipal taxes, property taxes and water charges assessed by the MCGM / requisite authorities in respect of the Premises as well as Common Areas, Amenities and Facilities, the New Building and the Land on which the same is standing. Such proportion shall be determined by the Society on the basis of the area of the Flat. In addition to the aforesaid, the Allottee/s shall be required to pay the share application money and entrance fees to the Society for becoming a member of the Society.

#### **14. RIGHTS AND OBLIGATION OF THE PROMOTER: -**

14.1 The Allottee/s agree/s and confirm/s that the Promoter shall handover the administration and management of the New Building in favour of the existing Society only after the New Building is completed in all respects and the necessary documents in respect of the New Building and the Property are handed over to the Society.

14.2 The Promoter shall have an option to become a member of the Society in respect of its rights and benefits of the unsold flats, units, premises and car parking spaces or for such rights and benefits which the Promoter is otherwise entitled to in any manner whatsoever in terms of the Development Agreement. If the Promoter transfers, assigns and disposes-off such rights and benefits at any time to

anybody, the assignee/transferee and/or the buyers thereof shall, if necessary, become the members of the Society in respect of the said rights and benefits. The Society and / or its Members will not have any objection to admit such assignees or transferees as members of the Society and the Allottee/s hereby give/s his/her/their specific consent to them being admitted, which shall be in accordance with applicable laws.

- 14.3 The Promoter shall not be liable or required to pay any transfer fees/charges and/or any amounts, compensation whatsoever to the Society for the sale/allotment or transfer of the unsold flats / units / premises, car parking spaces, etc., in the New Building even after receipt of the Occupation Certificate.
- 14.4 The Society shall not issue Share Certificate to any purchaser/allottee/s without obtaining the No-Objection Certificate from the Promoter certifying that the Allottee/s has/have no outstanding/dues pending on any account to be received from the purchaser/allottee/s and remaining unpaid. If the Society issues Share Certificate to any purchaser/allottee/s without adhering to or abiding by the aforesaid condition, then the Society shall be responsible and liable to pay such amounts due and payable, if any, by such purchaser/allottee/s to the Promoter. However, nothing contained herein shall curtail the right of the Promoter to initiate action against the Allottee/s, which is available to the Promoter under the law.
- 14.5 Notwithstanding what is contained in this Agreement, Clause 8.3 is subject to the provision that in the event of the Allottee/s committing default in payment of any of its instalments due and payable under this Agreement and/or balance Sale Consideration (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) under this Agreement, the Promoter at its sole discretion shall be entitled to extend a period of 30 (thirty) days or more to make the necessary payment to the Promoter and on Allottee/s failing to rectify the breach or breaches and making due payment, within the stipulated period, the Promoter shall at its own option and discretion terminate this Agreement by issuing a termination notice in writing to the Allottee/s and upon such termination, the Promoter shall identify a new allottee/s/purchaser/s to whom the Promoter shall sell and transfer the Premises. Alternatively, if the Allottee/s is in need of urgent funds/monies, he/she/it may also refer such new allottee/s/purchaser/s to the Promoter, which shall also require Promoter's approval, and only upon resale and transfer of the Premises to new

allottee/s/purchaser/s and on receipt of the sale price agreed thereupon, the Promoter shall after adjusting the pre-estimated liquidated damages as agreed herein, brokerage/referral fees, administrative charges and all the deductions and charges as determined by the Promoter along with interest rate payable as under this Agreement, also exclusive of any indirect taxes, stamp duty and registration charges, refund to the Allottee/s, the balance amount, if any, of the paid-up Sale Consideration. Further, upon the receipt of the notice of termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the Premises and the Promoter shall be entitled to deal with and/or dispose-off the Premises in the manner it deems fit and proper.

**15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- 15.1 The Promoter has clear and marketable title with respect to the said project land as declared in the Legal Title Report annexed to this Agreement and as declared under the RERA website "<https://maharera.mahaonline.gov.in>" for the said Project being "Redevelopment of The Bandra Gul-E-Baug CHSL" and having RERA Registration No. \_\_\_\_\_ and that the Promoter herein has the requisite rights to carry out development upon the Property and also has actual and physical possession of the Property;
- 15.2 The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Property and shall obtain requisite approvals from time to time to complete the development of the Property;
- 15.3 There are no encumbrances upon the Property or the said Project except those disclosed by the Promoter on the Project Webpage on the MAHARERA Website;
- 15.4 There are no litigations pending before any court of law with respect to the Property save and except as declared under the RERA website "<https://maharera.mahaonline.gov.in>" for the said Project being "Redevelopment of The Bandra Gul-E-Baug CHSL" and having RERA registration No. \_\_\_\_\_;
- 15.5 All approvals, licenses and permits issued by the competent authorities with respect to the said 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 said Project and the Property shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain/be in compliance with / comply with all the applicable laws in relation to the said Project;

- 15.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- 15.7 The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Premises;
- 15.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Premises to the Allottee/s in the manner contemplated in this Agreement;
- 15.9 The Promoter has during the period of construction, duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, which may be due and payable with respect to the said Project to the competent authorities, and the same shall be paid only till the date of receipt of the Occupation Certificate and thereafter the same shall be proportionately borne by the members of the Society including the Allottee/s herein; and
- 15.10 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Property / any part thereof) has been received or served upon the Promoter in respect of the Property / said Project / any part thereof.

**16. REPRESENTATIONS, WARRANTIES AND COVENANTS OF  
ALLOTTEE/S:**

The Allottee/s by himself / herself / themselves with intention to bind all persons into whose hands the Premises may hereinafter come and his/her/their successors-in-title, even after handing over of the management and

administration of the New Building / said Project, hereby covenant/s with the Promoter as follows:

- 16.1 The Allottee/s has/have perused the details of the said Project available on the website of RERA as well as the additional data furnished by Promoter and the Allottee/s has/ have fully verified the same;
- 16.2 Not to do or suffer to be done anything in or to the New Building, the Premises, the said Project or any part thereof which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the New Building or to the Premises or any part thereof and to maintain the Premises, at the Allottee/s own cost in good repair and condition from the date on which the Allottee/s is/are called upon to take possession of the Premises in the manner mentioned herein. In the event of the Allottee/s committing any act in contravention of this provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and shall also pay any penal charges levied by the authorities;
- 16.3 The Allottee/s has/have been made aware that the Brihanmumbai Municipal Corporation (BMC) has included certain conditions in the IOD issued by them which are enumerated hereinafter and undertakes and assures to abide by and adhere to them and not demand from the BMC and the Developer anything contrary or contravening their conditions and that the Allottee/s agree that he/she/they shall not held BMC liable or responsible for and shall not raise any complaint in future for- (a) that the Building is deficient in open space and BMC/MCGM will not be held liable for the same in future; (b) that the Allottee/s agree that he/she/they has/have no objection for the neighbourhood development with deficient open space in future;
- 16.4 To segregate dry and wet garbage from the Flat. The Allottee/s along with all the other allottee/s of the various premises in the New Building and the Members of the Society shall cause the Society to treat the wet garbage from all the flat/s/premises in the New Building separately as per the applicable laws;
- 16.5 Not to the remove, damage, conceal and/or change the location of any fire safety instruments or provisions, such as sprinklers, non-combustible false ceiling, fire resistant doors, water pipelines, etc., if any provided by the Promoter, in the Flat and/or the common areas of the New Building and/or the Land and to abide by

all the fire safety rules and regulations as set-out in the no objection certificates, consents and/or otherwise as required under the applicable laws that may be force from time to time in respect of the New Building / Project;

- 16.6 Not to store anything in the refuge floor nor store any goods in the Flat and the Car Parking Space which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the New Building or storing of which goods 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 New Building and in case any damage is caused to the New Building on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach and shall repair the same at his/her/their/its own costs;
- 16.7 Not to change the user of the Flat and/or the Car Parking Space and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces (including the Car Parking Space) and/or refuge areas;
- 16.8 Not to demolish or cause to be demolished the Flat and/or the Car Parking Space or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the same (or either of them) or any part thereof, nor any alteration in the elevation and outside colour scheme of the New Building in which the Flat is situated and shall keep the portion, sewers, drains pipes in the Flat and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the New Building in which the Flat is situated and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Pardis or other structural changes in the Flat;
- 16.9 It is clarified and expressly agreed that the Allottee/s shall not make any structural alterations and/or any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water and/or convert any dry area in the Flat into wet area. If any of such works are carried out, the defect liability shall automatically become void. Further, the Allottee/s shall be entitled to

defect rectification or compensation in terms of this Agreement only if the Allottee/s and/or the Society has/have not carried out any structural or other unauthorized changes and/or any works/additions in the Flat and/or in the New Building and/or said Project. It is however expressly agreed that if any defect is caused due to negligence / misuse or any omission or commission arising as result of structural or other unauthorized changes by the Allottee/s or any of the other neighbouring allottee/s in their respective premises / Flat and/or the New Building and/or the said Project or any third party other than the Promoter, then the Promoter shall not be liable for such repairs / losses / damages incurred and suffered by the Allottee/s herein or by adjoining/neighbouring allottees, occupying premises either above, below or adjacent to the Premises or as the case may be. The word '**defects**' in this clause means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear and/or by negligent use of the Flat by the Allottee/s / authorized occupants / vagaries of nature. The Allottee/s has/have been made aware and agrees that the regular wear and tear of the Flat and the New Building includes minor hairline cracks on the external and internal walls excluding the RCC structure and the same do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

- 16.10 To maintain, at the Allottee/s own cost, in good tenantable repair and condition from the date of the Allottee/s being called upon to take possession of the Premises and shall not do or suffer to be done anything in or to the New Building in which the Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the Flat and/or the Car Parking Space itself or any part thereof;
- 16.11 Not to make any alteration in the elevation, outside colour scheme of paint, and glass of the New Building and not to cover/enclose the planters and service ducts or any of the projections from the Flat or within the Flat. The Allottee/s shall further not put grill or shift windows which would affect the elevation of the New Building. The Allottee/s shall also not 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 Flat without the prior written permission of the Promoter or the Society for the New Building nor do and/or cause to do any hammering for whatsoever use on the external/dead walls of the New Building

or do any act to affect the utilisation of the full development potential in the manner mentioned herein;

- 16.12 Not to install a window Air-conditioner on places, other than the designated place provided by the Promoter for the same. If found that the Allottee/s has/have affixed a window air conditioner on places, other than the designated place provided by the Promoter, then the Allottee/s shall be required to remove the same upon being called upon by the Promoter and/or the Society (as the case maybe);
- 16.13 The Allottee/s shall not dry clothes in any area visible on the outside of the Flat. The Allottee/s shall not do any act that spoils the external elevation of the New Building in which the Flat is situated;
- 16.14 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance;
- 16.15 Pay to the Promoter within (15) fifteen days of demand by the Promoter upon receipt of Occupation Certificate in terms of Agreement and before handover of the possession of the Premises, his/her/their share of possession charges demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the New Building in which the Premises is situated;
- 16.16 The Allottee/s shall be entitled to use the Premises for residential use only and for no other use whatsoever;
- 16.17 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority and/or Society for the New Building that may levied on the Allottee/s on account of change of user of the Flat by the Allottee/s *viz.*, user for any purposes other than purpose for which the same is allotted;
- 16.18 Not to delay/default in payment of the 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 and/or the Society for the New Building from time to time;

16.19 Not to transfer or assign the Allottee/s' right, interest or benefit under this Agreement and/or let, sub-let, sell, mortgage and/or otherwise transfer, assign or part with occupation or give on leave and licence, care taker, paying guest or tenancy basis or induct any person/s into or part with the Premises until (i) all the payments whether due or not but payable by the Allottee/s to the Promoter under this Agreement or otherwise under any law are fully paid up and (ii) only if the Allottee/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and (iii) subject to the Allottee/s having obtained the prior written permission of the Promoter and/or the Society for the New Building as the case may be, along with payment of the charges as may be levied for the proposed transfer/dealing with the Premises and also (iv) on the intending transferee undertaking to observe and perform and carry out the terms and conditions as may be imposed in that behalf. Such consent shall be at the discretion of the Promoter and/or the Society for the New Building and upon such terms and conditions as stipulated by them (or either of them), as the case may be. The Allottee/s if desire/s to sell, assign, transfer, gift, release, relinquish the Premises, shall apply in writing to the Promoter or the Society (as the case may be) seeking its prior written consent along with the copy of No Dues Certificate and thereupon the Promoter or the Society (as the case may be) may grant its NOC for transfer subject to compliance of certain terms, conditions and payment of charges and the Allottee/s having not committed any breach of any of the terms of this Agreement. The Allottee/s hereby understand/s and agrees/ that the GST shall not be refundable by the Promoter in the event that the Allottee/s were to transfer the rights in the Premises during the construction period;

16.20 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Flat into the compound or the refuge floor or any portion of the said Project and the New Building;

16.21 Shall not at any time cause or permit any public or private nuisance or to use a loud speaker, etc., in or upon the Premises, the New Building or the said Project or any part thereof or do anything which shall cause any annoyance, inconveniences, suffering, hardship or disturbance to the occupants of the New

Building being constructed and/or proposed to be constructed on the Land and/or to the Promoter;

- 16.22 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 Premises and/or the New Building and/or the Property nor litter or permit any littering in the Common Areas and at the Allottee/s' own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated by the Allottee/s to the requirement and satisfaction of the Promoter and/or the Society and/or relevant government and statutory authorities;
- 16.23 Shall neither by himself/herself/themselves or any person claiming by/ through/ from the Allottee/s do anything which may or is likely to endanger or damage the New Building or any part thereof, the Common Areas, and/or the said Project and/or the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the New Building and/or the Common Areas. 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 said Project;
- 16.24 Shall not display at any place in the New Building and/or the said Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the New Building and/or in the Common Areas or in any other place on the Property and/or on the window, doors and corridors in the New Building;
- 16.25 Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the New Building and/or the exterior wall of the Flat 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 nameplate of the Allottee/s outside the Flat in such places only as shall have been previously approved in writing by the Promoter and/or the Society in accordance with and in such manner, position and standard design laid down in that regard;

16.26 Not to use the open places, terrace, stilt (if any) in the New Building or compound or Common Areas for killing of animals and/or birds or in public view or otherwise or to offend religious feelings of other communities;

16.27 Not to park at any other place and shall park all vehicles in the Car Parking Space, the location whereof shall be notified in writing to the Allottee/s by the Promoter before the Possession Date, and which shall be subsequently ratified by the Society;

16.28 Shall not violate and shall abide by all rules and regulations framed by the Society in connection with any interior/civil works that the Allottee/s may carry out in the Flat;

16.29 Shall not violate and shall observe and perform all the rules, regulations and bye-laws which the Society 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 said Project. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

16.30 Shall not do or permit or suffer to be done anything in or upon the Flat or any part of the New Building which is or may, or which in the opinion of the Society is or may, at any time be or become a danger, a nuisance or an annoyance to or interfere with the operations, enjoyment, quiet or comfort of the occupants of adjoining flats/premises or the neighbourhood. Provided always that the Promoter and/or the Society for the New Building shall not be responsible to the Allottee/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 premises of the New Building and/or occupants of the buildings being constructed or to be constructed on the Land;

16.31 The Allottee/s is/are aware that animal slaughter is not permitted in the said Project and the Allottee/s agree/s and undertake/s not to indulge in such activity;

16.32 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 Flat and shall keep such areas unenclosed at all times;

16.33 These covenants shall be binding and operative even after the handing over the management and administration of the New Building to the Society; and

16.34 The Allottee/s shall permit the Promoter and their Surveyors and Agents with or without workmen and others at all reasonable times, to enter into and upon the Premises as also the said New Building and the Property or any part thereof to view and examine the state and conditions thereof or to repair and remove any disrepair.

## 17 **MORTGAGE AND CHARGE:**

17.1 The Promoter has availed project finance from Tata Capital Housing Finance Limited (“TCHFL”) vide Deed of Simple Mortgage dated 15<sup>th</sup> July 2025, for development of the Property including construction of the New Building in which the Flat is situated. As a security, for the payment, the Promoter has mortgaged in favour of TCHFL, the Promoter’s entitlement as set-out in the Simple Mortgage dated 15<sup>th</sup> July 2025, in accordance with the Development Agreement. The Promoter reserves the right to take additional loans/project finance by creating security against the development rights and/or the Developer’s Entitlement/Sale Component in accordance with the Development Agreement. The Allottee/s undertakes to comply with his/her/their obligations as set-out in this present Agreement in a time bound manner and make timely payment of all instalments of the Sale Consideration. The Promoter has obtained the requisite No-Objection Certificate (“NOC”) dated \_\_\_\_\_, from TCHFL which is annexed hereto as Annexure “D” herein. The Allottee/s has/ have perused the said NOC issued by the TCHFL and has/have understood and accepted the terms and conditions thereof to the satisfaction of the Allottee/s. The Promoter hereby agrees and undertakes to and shall ensure that under no circumstances shall the right of the Allottee/s to the Flat be compromised, if the Allottee/s is/are making timely payment of the instalments in the manner as set-out in this Agreement. The Allottee/s consent/s / acknowledges / approves and is/are aware of the Promoter availing/having availed such loan and/or financial assistance on such terms and conditions as the Promoter may deem fit and proper, without however the Allottee/s being responsible in any manner for

repayment of loan along-with interest and/or incurring liability of any manner whatsoever, finalized or otherwise.

17.2 Notwithstanding anything contrary to any of the clauses contained herein, the Promoter after the execution of this Agreement shall not mortgage or create a charge on the Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has / have taken or agreed to take the Premises.

17.3 Notwithstanding anything contrary to any of the clauses contained herein in this Agreement or in any other letter, no objection, permissions, deeds, documents and writings (whether executed now or in future by the Promoter), as also permissions / no objections for mortgaging the Premises or creating any charge or lien of or on the Premises, the Promoter shall have first and exclusive charge on the Premises and all the right, title and interest of the Allottee/s under this Agreement for recovery of any amount/s due and payable by the Allottee/s to the Promoter under this Agreement or otherwise.

**18 The Allottee/s further represent/s and warrant/s that:**

- i. He/she/it/they is/are aware of all the terms and conditions on which the permissions issued in respect of the New Building are granted and further agree/s and undertake/s to abide by the same even after being admitted as a member of the Society.
- ii. He/she/it/they has/have not been declared and/or adjudged to be an insolvent, bankrupt, etc., and/or ordered to be wound up, as the case may be;
- iii. No receiver and/or liquidator and/or official assignee or any person is appointed of the Allottee/s or all or any of its assets and/or properties;
- iv. None of his/her/their assets/properties is/are attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.;
- v. No notice is received from the Government in India (either Central, State or Local) and/or from abroad for his/her/their/its 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/it/them;

vi. No execution or other similar process is issued and/or levied against him/her/it/them and/or against any of his/her/their assets and properties;

vii. He/she/they is/are not of unsound mind and/or is not adjudged to be of unsound mind;

viii. He/she/they has/have not compounded payment with his/her/their/its creditors;

ix. He/she/they/it shall obtain with prior written consent of the Promoter, financial assistance and may for that purpose create charge / mortgage / lien or encumbrance over the Premises with financial institution providing the Allottee/s financial assistance for purchasing the Premises.

x. He/she/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months; and

xi. He/she/they/it is/are competent to contract and enter into this Agreement as per the prevailing Indian Laws.

## 19 MISCELLANEOUS

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

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

19.3 The Allottee/s hereby agree/s to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, demands, notices, claims, actions, proceedings damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Allottee/s

of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee/s in complying / performing his/her/their/its obligations under this Agreement.

- 19.4 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of the Agreement or any forbearance or giving of time to the Allottee/s by the Promoter shall not be construed as a waiver or acquiescence on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement and shall not in any manner prejudice the rights of the Promoter.
- 19.5 If any provision of this Agreement shall be determined to be void or unenforceable under the provisions of RERA or the RERA Rules and regulations as framed thereunder or under any other applicable laws, such provisions of this Agreement shall be deemed to be amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to the RERA or the RERA Rules and regulations thereto or other applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of the execution of this Agreement.
- 19.6 Wherever in this Agreement, it is stipulated that the Allottee/s has/have to make any payment, in common with other allottee(s) in the Project, the same shall be in proportion to the carpet area of the Flat to the carpet area of all the Flats in the Project.
- 19.7 All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D. / Under Certificate of Posting / Courier or by Hand Delivery or by Fax, E-mail at their respective addresses specified below:

**ALLOTTEE/S' DETAILS: -**

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

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

Notified Email ID: \_\_\_\_\_

**PROMOTER DETAILS: -**

**PRANAV CONSTRUCTIONS LIMITED**

**(formerly known as Pranav Constructions Private Limited)**

1001, 10<sup>th</sup> Floor, DLH Park,

Near MTNL, S.V. Road,

Goregaon (West), Mumbai City,

Maharashtra - 400 104

Notified Email ID: legal@pranavconstructions.com

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

19.8 In the event, there are Joint Allottee/s then all the communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.

19.9 For the purposes of this transaction, the details of the PAN of the Promoter and the Allottee/s are as follows: -

<b>Parties</b>	<b>PAN</b>
Pranav Constructions Limited (formerly known as Pranav Constructions Private Limited)	AAECP0580F

19.10 All out of pocket costs, charges and expenses including the stamp duty, registration charges of and incidental to this Agreement and service tax (if applicable), GST, etc., shall be borne and paid by the Allottee/s alone. If due to any changes in Government Policy and by virtue of the same if any additional stamp duty, registration charges and/or any other taxes/rates are levied, then the same shall also be paid by the Allottee/s.

19.11 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 said Project shall equally be applicable to and enforceable against any subsequent allottee/s of the Premises, in case of transfer, as the said obligation go along with the Premises for all intents and purpose.

19.12 This Agreement sets forth the entire agreement and understanding between the Allottee/s and the Promoter and supersedes, cancel and merges: -

- a. All agreements, negotiations, commitments, writings between the Allottee/s and the Promoter prior to the date of execution of this Agreement;
- b. All the representations, warranties, commitments, etc., made by the Promoter in any documents, brochure, hoarding, etc., and/or through on any other medium;
- c. The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoter under this Agreement.

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

19.14 It is agreed between the Parties that both the Parties shall execute, acknowledge and deliver to the other such instruments and take such other, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated hereunder or pursuant to any such transaction.

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

19.16 The Allottee/s and the Promoter shall present this Agreement at the proper registration office within the time limit prescribed by the Registration Act, 1908, and the Parties hereby undertake to attend such office of the sub-registrar and admit the execution hereof.

19.17 This Agreement and the rights, entitlements and obligations of the Parties under or arising out this Agreement shall be construed and enforced in accordance with the laws of India, and the courts of competent jurisdiction in Mumbai shall have exclusive jurisdiction over the disputes arising in respect to the terms and conditions of this Agreement.

19.18 In case of dispute between the Parties, the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavour to resolve the same by mutual discussions and agreement and only if the dispute or difference cannot be resolved amicably, then the dispute shall be referred to the Regulatory Authority as per the provisions of the RERA and the RERA Rules and Regulations as framed thereunder.

19.19 This Agreement shall always be subject to the provisions of RERA and the RERA Rules and regulations as framed thereunder.

**THE FIRST SCHEDELE ABOVE REFERRED TO:**

**(Description of the Property)**

All that piece and parcel of Land bearing Survey No. 430 (part) and 274 (part), corresponding to CTS No. 973/3, admeasuring 2560 square yards i.e., 2140 square metres as per Conveyance Deed dated 15<sup>th</sup> December 1987, admeasuring 2204.9 square metres as per Property Card and physically admeasuring 1890.10 square metres of Village Bandra 'B' Ward, Taluka Andheri, Mumbai Suburban District within the Registration District and Sub- District of Mumbai lying being and situate at St. John

Baptist Road, Cemetery Road, Bandra West, Mumbai - 400 050, along with a building standing thereon with 3 (three) buildings namely Baug-E-Rehmat with ground *plus* three upper floors, Gulnar A with ground *plus* two upper floors and Gulnar B with ground *plus* three upper floors, along with 3 pump rooms, a watchman's cabin, a society office and other structures (which are now demolished), bounded as follows:

**ON THE WEST:** By St. John Baptist Road and Kadeshwari Mandir Marg,

**ON THE EAST:** By CTS No. 973/2,

**ON THE SOUTH:** By CTS No. 978, 978 (part), 973/11, 975 and 976.

**ON THE NORTH:** By CTS No. 973/1.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(Description of the Premises)**

Flat No. \_\_\_\_\_, admeasuring \_\_\_\_\_ square feet RERA Carpet Area equivalent to \_\_\_\_\_ square metres RERA Carpet Area, on the \_\_\_\_ (\_\_\_\_) floor, along with \_\_\_\_ (\_\_\_\_) car parking space bearing No. \_\_\_\_, in the New Building to be known as 'GULNAR', under construction on the Land, which is more particularly described in the **First Schedule** hereinabove written.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(Nature, extent and description of Common Areas, Amenities and Facilities)**

<b>A Description of the common areas provided</b>					
	Type of common areas provided	Proposed date of Occupancy Certificate	Proposed date of handover for use	Size/area of the common areas provided	
i	Entrance & Ground floor lobby			54.76	
ii	Lobby			356.37	
iii	2 Podiums			2034.06	
iv	UGT & Pump Room			144.71	
v	OHT			46.96	
vi	Part Terrace			40.05	

<b>B Facilities/amenities provided/to be provided within the building including the common area of the building</b>					
	Type of facilities/amenities provided	Phase name/number	Proposed date of Occupancy Certificate	Proposed date of handing over to the Society/common organization	Size/area of the facilities/amenities
i	Terrace Garden Open to SK	-			313.61
ii	Society office	-			15.1
iii	Fitness Center	-			77.37

<b>C The size and the location of the facilities/amenities in form of open spaces (RG/PG etc.) provided / to be provided within the plot and /or within the layout</b>					
	Type of open spaces (RG/PG) to be provided	Phase name/number	Size of the open spaces to be provided	Proposae date of availability for use	Proposae date of handing over to the common organization
i	Mother Earth LOS Area		283.61		
ii	Driveway		462.87		
iii	Front Open Space		107.21		

<b>D Details and specifications of the lifts</b>				
	Type Lift (Passenger/Service/stretcher/goods/fire evacuation/any other)	Total number of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i	Passanger lift-1	3		
ii	Passanger lift-2			
iii	Fireman's Lift			

**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribe their respective hands and seals on the day and year first hereinabove written.

Signed and Delivered )

by the within named "**PROMOTER**" )

**PRANAV CONSTRUCTIONS LIMITED** )

(formerly known as Pranav Constructions )

Private Limited) )

through the hands of its )

Senior Management Personnel )

**Mr.** \_\_\_\_\_ )

in the presence of ..... )

1.

2.

Signed and Delivered by the )

by the within named "**ALLOTTEE/S**" )

\_\_\_\_\_ )

in the presence of ..... )

1.

2.

**RECEIPT**

Received with thanks from the abovenamed Allottee/s, a sum of Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_ Only) of the Sale Consideration vide RTGS bearing reference no.  
\_\_\_\_\_ on \_\_\_\_\_ vide \_\_\_\_\_ Bank / Demand Draft / Cheque dated  
\_\_\_\_\_ drawn on \_\_\_\_\_ bank \_\_\_\_\_ branch bearing no. \_\_\_\_\_/-,  
subject to clearance of the cheque.

\*\*\*\*\*

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025

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BETWEEN

**PRANAV CONSTRUCTIONS LIMITED**

**... PROMOTER**

AND

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**...ALLOTTEE/S**

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**-----  
AGREEMENT FOR SALE  
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