

AGREEMENT FOR SALE

BETWEEN

MIG (BANDRA) REALTORS AND BUILDERS PRIVATE LIMITED

AND

RADIUS ESTATES AND DEVELOPERS PRIVATE LIMITED

AND

FLAT NO. _____

_____ FLOOR

WING _____

TEN BKC

DATED _____, 2020

AGREEMENT FOR SALE

This AGREEMENT FOR SALE made and entered into at **Mumbai** on this _____
day of _____ in the year **2020**

BETWEEN

MIG (BANDRA) REALTORS AND BUILDERS PRIVATE LIMITED (CIN: U45200MH2007PTC172150) (PAN: AABCL3291N) (formerly known as DB MIG Realtors and Builders Private Limited), a company incorporated under the Companies Act, 1956 having its registered office at DB Central Maulana Azad Road, Rangwala Compound, Jacob Circle, Mumbai 400 011(hereinafter referred to as “**the Developer/Promoter DB**”, which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors in title and assigns) of the **FIRST PART**;

AND

RADIUS ESTATES AND DEVELOPERS PRIVATE LIMITED (CIN: U45400MH2014PTC256188) (PAN: **AAECV8428Q**) (formerly known as Vishwaroop Estates and Developers Private Limited), a company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office at One BKC 1401, Plot No. C-66, G Block, Bandra Kurla Complex, Bandra East, Mumbai 400051 hereinafter referred to as “**the Company/ Promoter Radius**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns) of the **SECOND PART**;

(The Developer and the Company are hereinafter collectively referred to as “**the Promoters**”)

AND

Mr./Mrs./Ms. _____ [**•**](PAN: [**•**]), having his/her/their address at [**•**], hereinafter referred to as “**the Allottee**”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenership and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **THIRD PART**

The Developer, the Company and the Allottee are hereinafter collectively referred to as “**the Parties**”, and individually as a “**Party**”.

WHEREAS:

- A. The Developer is entitled to develop all those pieces or parcels of leasehold land bearing Survey No 341 (part), corresponding to City Survey Nos. 649 and 649/1 to 48 of Village Bandra admeasuring 20149.40 square meters or thereabouts lying, being and situate at Gandhi Nagar, Bandra (East), Mumbai – 400 051 in Municipal “H” Ward East (“**the Larger Land**”) more particularly described in the **FIRST**

SCHEDULE hereunder written, in the manner and on the terms stated under the Development Agreement dated 31st October, 2010 executed by and between the Middle Income Group Co-operative Housing Society Limited and the Developer and registered with the Sub Registrar of Assurances Bombay at Bandra under Serial No. BDR4-02477 of 2011 read with (i) Deed of Modification dated 23rd August, 2014 registered along with a Deed of Confirmation dated September 29, 2015 registered under Serial No. 8114 of 2015; and (ii) Deed of Rectification to the Deed of Confirmation to the Deed of Modification dated September 30, 2015 registered under Serial No. 8119 of 2015 ("**said Development Agreement**"); The Larger Land is shown delineated by a red colour boundary line on a plan annexed hereto and marked as **Annexure "A"** hereto.

- B. The Developer and the Company have entered into an Agreement relating to Re-development dated 31st March 2016 executed between the Developer and the Company and registered with the office of Sub-registrar of Assurances of Mumbai at Andheri-6 under Serial No. 3691/2016 read with (i) Supplemental Agreement dated 26th August, 2016 executed between the Developer and the Company and registered with the office of Sub-registrar of Assurances of Mumbai under Serial No. BDR4/7678/2016; and (ii) Second Supplemental Agreement dated 29th March, 2017 executed between the Developer and the Company and registered with the office of Sub-registrar of Assurances of Mumbai under Serial No. BDR1/6344/2017 and any others deeds, documents and writings executed between the Developer and the Company for undertaking the re-development of the Larger Land , in the manner and on the terms and conditions recorded therein.
- C. The details pertaining to the Larger Land is as follows-
- (i) The Maharashtra Housing and Area Development Authority ("**MHADA**"), a statutory authority constituted under the Maharashtra Housing and Area Development Act, 1976 ("**the Act**") and any amendments thereto) is entitled to the said Larger Land.
 - (ii) In or around the year 1961-62 the Maharashtra Housing Board ("**MHB**") (predecessor in title of MHADA) prepared a private layout of a housing scheme for people coming from the Middle-Income Group in respect of larger land located at Gandhinagar (including the said Land) and constructed 19 (nineteen) buildings consisting of four categories of flats ("**the Old Buildings**") on the Larger Land. The Larger Land and the Old Buildings are hereinafter collectively referred to as "**the said Property**".
 - (iii) The MHB allotted flats in the said Buildings to certain individuals and such allottees of the flats in the Old Buildings formed and registered a co-operative society known as 'The Middle Income Group Co-Operative Housing Society Limited', under the provisions of the Maharashtra Co-operative Societies Act, 1960 on 14th September, 1977 under Registration No. BOM/HSG/5201 dated 14-9-1977 and having its registered office at Shed, behind D-17, M.I.G. Colony, Bandra (East), Mumbai 400 051 ("**the Society**"). The Society presently has 176 members ("**the Existing Members**") having occupancy right, title and interest in their respective flats allotted to them by MHB.

- (iv) By and under an Indenture of Lease dated 24th December, 2008 executed between MHADA and the Society and registered with the office of Sub-Registrar of Assurances, Bombay at Bandra under Serial No. BDR1-00112-2009, MHADA granted unto the said Society the lease of a portion of the said Larger Land comprising of land underneath and appurtenant to the Old Buildings admeasuring 10,373.54 square meters and tit-bit land admeasuring 5,533.78 square meters, together admeasuring 15,907.32 square meters, for a term of 90 years commencing from 16th May, 1977, in the manner and on the terms and conditions recorded therein.
- (v) Simultaneously with the execution of the aforesaid Lease Deed, by and under Deed of Sale executed between MHADA and the Society and registered with the office of Sub-Registrar of Assurances, Bombay at Bandra under Serial No. BDR1-00113-2009, MHADA conveyed, granted and assured unto the Society the Old Buildings to have and hold the Old Buildings as owner for residential use, in the manner and on the terms and conditions recorded therein.
- (vi) Also, by and under a Deed of Supplementary Lease dated 11th October 2010 executed between MHADA and the Society and registered with the office of Sub-Registrar of Assurances, Bombay at Bandra under Serial No. BDR4-09970-2010, MHADA granted unto the Society the lease of plot of land admeasuring 4,242.08 square meters (being the balance portion of the Larger Land) in the manner and on the terms and conditions recorded therein.
- (vii) Thereafter, Development Agreement dated 31st October 2010 executed by and between the Society, and registered with the Sub Registrar of Assurances Bombay at Bandra under Serial No. BDR4-02477 of 2011, the Society granted development rights in respect of the said Property to the Developer, in the manner and on the terms and conditions mentioned therein.
- (viii) Thereafter, by and under the Deed of Modification dated 23rd August, 2014 registered along with a Deed of Confirmation dated September 29, 2015 registered under Serial No. 8114 of 2015 and a Deed of Rectification to the Deed of Confirmation to the Deed of Modification dated September 30, 2015 registered under Serial No. 8119 of 2015, executed between the Society and the Developer ("**Deed of Modification**"), the Society and the Developer have modified certain terms of the said Development Agreement in the manner provided therein. The said Development Agreement read with the Deed of Modification, the Deed of Confirmation and the Deed of Rectification shall, hereinafter, be collectively referred to as "**the Development Agreement**".
- (ix) Under the terms of the said Development Agreement, it has been agreed that in consideration of grant of development rights of the said Property by the said Society and the Existing Members in favour of the Developer, the Developer shall, inter-alia, provide to the Existing Members Premises together admeasuring 2,51,040 square feet carpet area in the proposed New Building ("**Society Members Premises**") together with any upgrade thereto and along with amenities, common amenities, common spaces/ areas, open spaces, car-parking spaces and other entitlements as per the terms and conditions agreed therein.

- (x) Under the Development Agreement, the Developer is entitled to redevelop the said Property by utilizing the FSI as may be permitted under the D. C. Regulations and more particularly under Regulation 33(5) of the D. C. Regulations and MHADA Regulations on the said Property as agreed therein with the Society and to undertake marketing of the Developer's Premises (as defined in the Development Agreement) on its own account and for its own benefit and on such marketing and receive the full and complete proceeds in its own name and for its own benefit and give effectual receipts and hand over possession of the Developer's Premises to the Allottees.
- (xi) By and under an Agreement relating to Re-development dated 31st March, 2016 executed between the Company and the Developer and registered with the office of Sub-registrar of Assurances of Mumbai at Andheri-6 under Serial No. 3691/2016 and the Supplemental Agreement dated 26th August, 2016 executed between the Company and the Developer and registered with the office of Sub-registrar of Assurances of Mumbai under Serial No. 7678/2016 and the Second Supplemental Agreement dated 29th March, 2017 executed between the Developer and the Company and registered with the office of Sub-registrar of Assurances of Mumbai under Serial No. 6344/2017 and other deeds, documents and writings ("**the said Agreement relating to Re-development**") , the Developer and the Company have agreed to undertake the redevelopment of the Project, in the manner and on the terms and conditions recorded therein.
- (xii) The Developer has created encumbrances as set-out herein below:
 - (a) By and under a Deed of Mortgage dated 28th June 2018 registered with the office of the Sub-Registrar of Mumbai at Bandra under Sr. No. BDR-15/3273 of 2018, the Developer has mortgaged the unsold Flats coming to its share in the project and the receivables of the sold Flats coming to its share, with HDFC Limited in the manner and on the terms and conditions stated therein.
 - (b) By and under a Amendatory Mortgage Deed dated 12th June 2020 (to the Mortgage Deed dated 28th June 2018) registered with the office of the Sub-Registrar of Mumbai at Bandra under Sr. No. BDR-18/4078 of 2020, wherein the Developer has amended/modified/rectified the Mortgage Deed to the extent of the description of the "Unsold units" coming to its share in the project and the "receivables of the sold Flats" coming to its share, with HDFC Limited in the manner and on the terms and conditions stated therein.
- (xiii) The Company has created encumbrances as set-out hereinbelow:
 - (a) By and under a Debenture Trust Deed dated 16th June, 2016 registered with the Office of the Sub Registrar of Assurances under No. BDR-4-5474 of 2016 executed by and between, inter-alia, the Company and IL&FS Trust

Company Limited (now known as Vistra ITCL (India) Limited) therein referred to as the "Debenture Trustee", read with the First Supplemental Deed to the abovementioned Debenture Trust Deed dated 15th November, 2017 registered with the Office of the Sub Registrar of Assurances under No. BDR-1-12880-2017, read with the Second Supplemental Deed to the above mentioned Debenture Trust Deed dated 25th January 2019 registered with the office of Sub-Registrar of Assurances under No. BDR4-843-2019 the Company has mortgaged the a portion of the Company Premises (as defined in the Agreement Relating to the Redevelopment) to be built to the Larger Land, more specifically stated therein in favour of the Debenture Trustee therein.

- (b) By and under a Debenture Trust Deed dated 9th August, 2017 registered with the Office of the Sub Registrar of Assurances under No. BDR4-8118 of 2017 executed by the Promoter Radius (Issuer), Beacon Trusteeship Limited (Debenture Trustee) and MIG (Bandra) Realtors And Builders Private Limited (Developer) against financial facility availed by the Promoter Radius against the charge of the area/premises to be built to the said Land as more particularly set out therein, in the manner and on the terms and conditions stated therein.
- (c) By and under a Unilateral Deed of Mortgage dated 29th August, 2017 registered with the Office of the Sub Registrar under Serial No. 10072 of 2017 read with Unilateral Deed of Mortgage dated 22nd November, 2017 registered with the Office of the Sub Registrar under Serial No. 13183 of 2017 read with Unilateral Deed of Mortgage dated 22nd November, 2017 registered with the Office of the Sub Registrar under Serial No. 13181 of 2017 executed by and between the Company therein referred to as the 'Mortgagor' and Housing Development Finance Corporation Limited therein referred to as the 'Lender', the Company has inter alia mortgaged in favour of Housing Development Finance Corporation Limited, respect of a portion of Company's Premises to be built to the Larger Land more particularly described therein, in the manner and on the terms and conditions stated therein.
- (d) Unilateral Indenture of Mortgage for Creation of Additional Security dated 16th December 2017 registered with the Office of the Sub Registrar of Assurances under No. BDR1-14113-2017 read with Unilateral Indenture of Mortgage for Creation of Additional Security dated 16th December 2017 registered with the Office of the Sub Registrar of Assurances under No. BDR1-14114-2017 executed by the by and between the Promoter Radius and Housing Development Finance Corporation Limited, the Promoter Radius has inter alia mortgaged in favour of Housing Development Finance Corporation Limited, additional premises as more particularly described therein, in the manner and on the terms and conditions stated therein.
- (e) Amendatory Mortgage Deed to the Unilateral Indenture of

Mortgage Dated (1) 29th August, 2017, (ii) 22nd November 2017, and Unilateral Indenture of Mortgage for creation of additional Security dated (i) 22nd November 2017 and 16th December 2017 registered with the Office of the Sub Registrar under Serial No. 7756 of 2019 executed by and between the Company therein referred to as the 'Mortgagor 1' and the Developer therein referred to as Mortgager 2 and Housing Development Finance Corporation Limited therein referred to as the 'Lender', the Company has inter alia mortgaged in favour of Housing Development Finance Corporation Limited, respect of a portion of Company's Premises to be built to the Larger Land more particularly described therein, in the manner and on the terms and conditions stated therein.

- (f) By and under a Debenture Trust Deed dated 29th December, 2016 registered with the Office of the Sub Registrar of Assurances under No. BDR-4-75 of 2017 executed by the Company and Beacon Trusteeship Limited therein referred to as the Debenture Trustee Company has mortgaged a portion of the Company Premises to be built to the Larger Land, more specifically stated therein in favour of the Debenture Trustee therein.
- (g) By and under Debenture Trust Deed dated 31st January, 2019 registered with the Office of the Sub Registrar of Assurances under No. BDR4-1101 of 2019 executed by the Promoter Radius, Sanjay Chhabria, Ritu Chhabria and Beacon Trusteeship Limited (Debenture Trustee) against financial facility availed by the Promoter Radius against the charge of the area/premises to be built to the said Land as more particularly set out therein, in the manner and on the terms and conditions stated therein.
- (h) By and under Debenture Trust Deed dated 29th May, 2017 registered with the Office of the Sub Registrar of Assurances under No. BDR4-4557 of 2017 executed by and among Exquisite Shelters Private Limited, Beacon Trusteeship Limited (Debenture Trustee) and MIG (Bandra) Realtors and Builders Private Limited against financial facility availed by the Promoter Radius against the charge of the area/premises to be built to the said Land as more particularly set out therein, in the manner and on the terms and conditions stated therein.
- (i) Unilateral Indenture of Mortgage dated 25th July 2019 registered with the Office of the Sub Registrar under Serial No. BDR-15-3846 of 2019 executed by and between the Company therein referred to as the 'Mortgagor 1' and the Developer therein referred to as Mortgager 2 and Housing Development Finance Corporation Limited therein referred to as the 'Lender'
- (j) Unilateral Indenture of Mortgage dated 25th July 2019 registered with the Office of the Sub Registrar under Serial No. BDR-4-6223 of 2019 executed by and between the Company therein referred to as the 'Mortgagor 1' and the Developer therein referred to as Mortgager 2 and Housing Development Finance Corporation Limited therein referred to as the 'Lender'

(xiv) The Title Certificate dated 15th October, 2016 issued by Wadia Ghandy & Company, certifying the title of the said Larger Land which is also annexed and marked as **Annexure “B”** hereto and the Property Register Cards of the Larger Land are annexed hereto as **Annexure “C”**. Under the Development Agreement dated 31st October, 2010 and all the modifications thereto. The Promoters had paid rent upto 16.3.2020. The Promoter has claimed force majeure event wef 16.3.2020 on account of Covid-19, a global pandemic and the lockdown announced by Government of Maharashtra on 16.3.2020 and Government of India on 24.3.2020, the Promoters had paid at lower rate until 29.5.2020, since it was agreed under the Development Agreement that in the event of a force majeure event, the Promoters were required to pay rent at a reduced rate. However, before the next instalment of the rent fell due, the Society vide its Letter dated 8.5.2020 has purportedly sought to terminate the Development Agreement dated 31st October, 2010 and all modifications thereto. The Promoter have challenged and disputed the purported termination and by letter dated 8.5.2020 addressed to the Society denied any breach of the terms of the Development Agreement and has invoked Arbitration. The Promoter filed Commercial Arbitration Petition No. LD-VC-80-2020 - MIG (Bandra) Realtors & Builders Pvt. Ltd vs Middle Income Group (MIG) Cooperative Housing Society Limited (Group-I) in High Court, Bombay wherein an Order of status quo dated 26.5.2020 was passed and a Sole Arbitrator was appointed to adjudicate the dispute. The arbitration proceedings are pending before the Sole Arbitrator. .

- D. The proposed building known as ‘Ten BKC’ (formerly named as ‘Project Bandra’) has been registered as a ‘real estate project’ (“**the Real Estate Project**”) with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”). The Project has been registered under RERA and the RERA Rules with the Authority under Registration No. P51800004889 and has duly issued the Certificate of Registration for the Project and a copy of the RERA Registration Certificate is annexed and marked as Annexure “D” hereto.
- E. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate. The Allottee has agreed and consented to the development of the Real Estate Project (as defined hereinbelow). The Allottee has also examined all documents and information uploaded in respect of the Project on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- F. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below-
- (i) There are 15 wings of a building known as ‘Ten BKC’

Total	Proposed	As per existing	Applied	for	As approved	under
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Wing	Floors	approved plans	further approval	Concession Report
	5 Basements	5 Basements	5 Basements	5 Basements
	Ground Floor	Ground Floor	Ground Floor	Ground Floor
1.	22	1	1	22
2.	22	1	1	22
3.	22	1	1	22
4.	22	16	22	22
5.	29	29	29	29
6.	29	29	29	29
7.	29	29	29	29
8.	29	29	29	29
9.	29	12	29	29
10.	22	16	19	19
11.	22	1	5	21
12.	22	1	5	22
13.	22	22	22	22
14.	22	1	22	22
15.	22	1	22	22

- (ii) Total FSI of 3.42 has been sanctioned for consumption in the construction and development of the Real Estate Project. The Developer proposes to eventually consume a further FSI of 1.08 aggregating to total FSI of 4.5 plus fungible FSI in the construction and development of the Real Estate Project as per the agreement between the Developer and the Society;
- (iii) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the **ThirdSchedule** hereunder written (“**Real Estate Project Amenities**”).
- (iv) The Promoters shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of apartments/flats in the Real Estate Project. Such designation may be undertaken by the Promoters on lease, leave and license basis or such other method. For this purpose, the Promoters may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.
- (v) The name of the Building shall be “Ten BKC”
- (vi) The conferment of title of the Building upon the Society with respect to the Whole Project, are more particularly specified in Clause 14 below.
- (vii) A copy of the Intimation of Disapproval No. CHE/WS/0477/H/337 and MH/EE/(B.P.)/GM/MHADA-94/128/2019dated 23rd September, 2013 as revised on 21st November, 2014 and further amended on 8th December, 2016 further amended on 12th January, 2018 and further amended on 27th September, 2019 is hereto annexed and marked as **Annexure E** hereto and Commencement Certificate dated 25th

April, 2016, further endorsed on 6th February, 2018 bearing No. CHE/WS/0477/H/337 further endorsed on 20th November 2018 bearing No. MH/EE/(B.P.)/GM/MHADA-94/128/2018 and further endorsed on 19th October, 2019 bearing no. MH/EE/(B.P.)/GM/MHADA-94/128/2019 is hereto annexed and marked as **Annexure F** hereto.

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

G. The principal and material aspects of the development of the Whole Project are briefly stated below-

- (i) Total FSI of 4.5 plus fungible FSI is proposed.
- (ii) The Promoters have informed the Allottee that this Project is a phase wise project in terms of consumption of FSI and is being developed as a layout proposal consisting of a multistoried building comprising of multiple wings and the Promoter may amend / modify / vary / alter / increase / decrease / add / delete (as the case may be), the number of floors / number of buildings / number of wings / design / project brand name / services / façade / elevation / RG areas / common areas / infrastructure / features / contractors / vendors / suppliers / construction method of the Project, as may be required by the Promoter / Co-Promoter including but limited to, towards product improvement and / or optimizing the use of the full building potential of the Project Property including existing / future additional Floor Space Index (FSI) / Fungible FSI / Transferable Development Rights (TDR) and / or and / or by change of law and / or change of policy and / or any other rights and benefits including on account of undertaking incentive FSI schemes and such other schemes under the applicable laws, or any floating rights which is or may be available in respect of the Project Property or elsewhere and / or any potential that is or may be available on account of the existing provisions or any amendments thereto under applicable law or as may be required by MCGM or any other Statutory / Governing body and as per and subject to the agreement between the Developer and the Society. The Allottee is aware and accepts that the Promoter shall ultimately develop the Project as per the proposed plans, which have been disclosed to the Allottee and on the RERA website. The Allottee expressly consents to the above under Section 7, 7A of MOFA / Section 14 of RERA, provided that the carpet area / Location / Floor / Wing / Specifications / Facilities / Amenities of the Allottee's Premises is not altered, except for changes as provided in this Agreement.
- (iii) The Allottee has perused a copy of the Proposed Layout Plan ("**Proposed Layout**") and which is annexed to this Agreement as **Annexure "G"**, which specifies the location of the wings to be built on the Larger Land ("**Proposed Potential**"), and also, the tentative locations where common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situate.
- (iv) As mentioned at Recital G above, the Whole Project Amenities that may be usable by the Allottees are detailed in the **Third Schedule** hereunder written.

- (v) The scheme and scale of development proposed to be carried out by the Promoters on the Larger Land in accordance with applicable law as amended from time to time;
 - (vi) The Promoters shall be entitled to put hoarding/boards of their Brand Names, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Land and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time and shall also be entitled to place, select, decide hoarding/board sites.
 - (vii) The conferment of title of the Building upon the Society with respect to the Whole Project, are more particularly specified in Clause 14 below.
 - (viii) The Promoters are entitled to amend, modify the Proposed Future and Further Development of the Larger Land (defined below), in full or in part, as may be required by the Promoters and permitted under applicable law from time to time.
 - (ix) The above details and further aspects of the proposed future and further development of the Larger Land, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in> ("**Proposed Future and Further Development of the Larger Land**").
- H. The Allottee is/are desirous of purchasing residential premises bearing No. [●] on the [●]floor of Wing [●]of the Real Estate Project (hereinafter referred to as the "**said Premises**"). By and under an Application Form dated [●], the Allottee has requested the Developer to allot the said Premises in the project known as "Ten BKC" at or for the total consideration and on the terms and conditions as contained therein. The Developer have accepted the Application vide their letter dated [●]. The said Premises is out of the flats coming to share of the Developer.
- I. The Promoters have entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- J. The Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.
- K. The Promoters have the right to sell the Premises in the Real Estate Project, and, to enter into this Agreement with the Allottee of the Premises to receive the sale consideration in respect thereof in the manner as provided in the said Agreement relating to Redevelopment.
- L. On demand from the Allottee, the Promoters have given inspection to the Allottee of all the documents of title relating to the Larger Land, and the plans, designs and specifications prepared by the Promoter's Architects, Space Age Consultants, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including inter-alia the following:-
- i. All approvals and sanctions issued by the competent authority for

- the development of the Real Estate Project including. layout plans, building plans, floor plans, change of user permissions, MHADA NOCs, Letters of Offer, IOD, C.C., Parking Plans, Traffic NOC, MOEF EC, etc. and such other documents as required under Section 11 of RERA.;
- ii. All title documents by which the Promoters has acquired the right and entitlement to develop the Larger Land
 - iii. All the documents mentioned in the Recitals hereinabove
 - iv. the Title Certificate dated 15th October 2016 issued by Wadia Ghandy & Company, certifying the title of the Larger Land which is also annexed and marked as Annexure "B" hereto; and
 - v. the authenticated copies of the Property Register Card for CTS No. 649, 649/1 to 649/48 i.e. the Larger Land, which is annexed and marked as **Annexure "C"** hereto
- M. The currently approved typical floor plan similar to/of the said Premises is hereto annexed and marked as Annexure – H and proposed typical floor plan of the said Premises is hereto annexed and marked as Annexure – I and the proposed typical plan the said Premises shown in blue colour wash is hereto annexed and marked as Annexure – J.
- N. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- O. Further, (i) the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained / being obtained, and (ii) all approvals and sanctions from other relevant statutory authorities as may be required for the development of the Real Estate Project are applied for and/or in process of being obtained and/or obtained by the Promoters.
- P. The Promoters have accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- Q. Prior to execution of this Agreement, the Allottee has/have obtained independent advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoters to develop the Real Estate Project and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoters' entitlement to develop the Real Estate Project and to construct the Real Estate Project thereon as mentioned in this Agreement including at Recital G above and applicable law and sell the premises therein. The Allottee undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee has/have the financial capability to consummate the transaction.
- R. The carpet area of the said Premises as defined under the provisions of

RERA is [●] square metres.

- S. 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.
- T. The Developer has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Developer, the said Premises, at or for the price of **Rs. [●]/- (Rupees [●] Only)** and upon the terms and conditions mentioned in this Agreement ("**Sale Consideration**"). Prior to the execution of these presents, the Allottee has paid to the Developer a sum of **Rs.[●]/-(Rupees [●] Only)**, being part payment of the Sale Consideration of the Premises agreed to be sold by the Developer to the Allottee as advance payment (the payment and receipt whereof the Developer hereby admits and acknowledges).
- U. As set out in recital C (xiii), the Developer has availed lending facility from HDFC Bank and to secure the same, the company has created a mortgage on the said Premises in favour of HDFC Bank. HDFC Bank has issued a NOC dated _____ vide which _____ has released its charge on the said Premises and permitted the Developer to sell the said Premises to the Allottees. A copy of the NOC is hereto annexed and marked as Annexure K.
- V. Under Section 4 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (the "MOFA") and Section 13 of the RERA, the Promoters are required to execute a written agreement for sale of the said Premises with the Allottee i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- W. In accordance with and subject to the terms and conditions set out in this Agreement, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the Premises and the Company hereby confirms the same.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
2. The Promoters shall construct the Real Estate Project known as 'Ten BKC' consisting of 15 wings, in accordance with the plans, designs and specifications as referred hereinabove, and as would be approved by the MCGM from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the **Third Schedule** hereunder written.

PROVIDED THAT the Promoters shall have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may materially and directly adversely affect the Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee. The Promoters

shall also be entitled to make such additions and alterations as may be required by the Allottee within the said Premises or as may be required by any other allottee/s of the said Project within his/her/their/its premises without the written permission of any other allottee/s of premises in the Project or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an Authorized Architect or Engineer. The Allottee(s) hereby gives its irrevocable consent to all of the above including as required under Section 7, 7A of MOFA / Section 14 of RERA.

3. Purchase of the Premises and Sale Consideration:

- (i) The Allottee hereby agrees to purchase and acquire from Developer, and Developer hereby agrees to sell to the Allottee, the Premises No. [●] on the [●] floor of Wing [●] of Real Estate Project admeasuring [●] square metres carpet area as per RERA i.e. the Premises, as more particularly described in the Second Schedule and as shown in the currently approved typical floor plan similar to/of the said Premises is hereto annexed and marked as Annexure – H and proposed typical floor plan of the said Premises is hereto annexed and marked as Annexure – I and the proposed typical plan the said Premises shown in blue colour wash is hereto annexed and marked as Annexure – J, at and for the total consideration of Rs. [●]/- (**Rupees [●] Only**) i.e. the Sale Consideration. The Allottee shall also be entitled to [●] car parking space(s) in the basements in the said Project (hereinafter referred to as “said car parking space/s”). The allotment of the said car parking space/s has been made in favour of the Allottee without any consideration.
- (ii) The Car Parking Space shall not be used for any purpose other than for parking a motor vehicle by the Allottee. The Parking Space Maintenance charges may be decided by the Developer and Company/Society / FMC and payable by the Allottee. The car parking spaces may be independent or in tandem. The said right of exclusive use of the Car Parking Space shall be heritable and transferable only along with the said Premises. The Car Parking Space/s shall also be treated as a restricted common area. The Developer/Company reserves the right to allot the location of aforesaid Car Parking Spaces and issue an Allotment Letter to that effect any time before or at the time of issuance of the Possession Notice. The Allottee confirms that he/she/they/it shall not be entitled to transfer the car parking spaces allotted to the Allottee de hors or independent of the said Premises. The Allottee acknowledges and confirms that the car parking space(s) as requested will be reserved for the Allottee only as an exclusive additional amenity in respect of the said Premises.
- (iii) The RERA Payment Plan and the rate were shared with the Allottee for the said Premises, however Allottee has requested to provide lumpsum price rebate and a revised payment schedule, which was on request of the Allottee revised and agreed, and accordingly the structured payment plan was offered by the Promoters and the same has been accepted by the Allottee unconditionally and the Allottee hereby agrees not to raise any objection or protest in respect to the price and payment plan at any time for any reason whatsoever.

- (i) The Allottee has paid before execution of this Agreement, a sum of **Rs.[●]/-(Rupees [●] Only)** towards Allotment Premium is treated as advance payment and the Allottee hereby agrees to pay to the Developer, the balance amount of Sale Consideration of **Rs.[●]/-(Rupees[●] Only)** in the manner and payment installments more particularly mentioned in the Annexure – L hereto. The Promoters and the Allottee have mutually agreed to the installment schedule at Annexure L hereto and has in such installments of the balance Sale Consideration already allowed a rebate for early payments of equal instalments payable by the Allottee and the same has already been adjusted in the total sale consideration i.e. **Rs.[●]/-(Rupees [●] Only)** as mentioned in clause 3(i) hereinabove. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- (iv) It is further clarified that in the event the Promoters obtains the Occupation Certificate in respect of the said Premises and offers the Allottee/s to take possession of the said Premises prior to the Possession Date (as defined hereinbelow), then in such case the Allottee/s agrees that the Promoters shall be entitled demand the outstanding installments of the Sale Consideration and other amounts and the Allottee/s agrees and undertakes to pay the same, without any delay and/or demur.
- (v) It is clarified that Sale Consideration shall be payable by the Allottee in the Bank Account No. 57500000210204 maintained with HDFC Bank Ltd Bank, Ground Floor, Conwood House, Yashodham, Gen. A.K. Vaidya Marg, Goregaon (East), Mumbai with IFSC Code HDFC0000212 ("the said Account"). All taxes, other charges, pass through charges and shall be payable by the Allottee in the Bank Account No. 02511131004163 maintained with Oriental Bank of Commerce, Goregaon (East), Mumbai with IFSC Code ORBC0100521.
- (vi) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including service tax, VAT, GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoters shall not be liable to bear or pay the same or any part thereof.
- (vii) The Sale Consideration is escalation-free, subject to clause 3(ix) herein below save and except escalations/increases, due to increase on account of development charges payable to the

competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification / order / rule / regulation / demand, published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- (viii) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Wing is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the actual carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of actual carpet area of the Premises shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area (as defined under the RERA Act) of the Premises then, the Sale Consideration of the said Premises shall stand proportionately reduced and the balance amounts paid by the Allottee/s shall be adjusted at the time of payment of last instalment of the Sale Consideration payable by the Applicant(s). If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s towards Sale Consideration at the time of payment of last instalment of Sale Consideration payable by the Allottee/s. The Allottee/s hereby gives irrevocable consent to all of the above. It is clarified that the payments to be made by the Allottee, as the case may be, under this Clause 3(ix), shall be made at the same rate per square meter as agreed in clause 3(i) above. The Allottee(s) hereby gives its irrevocable consent to all of the above including as required under Section 7, 7A of MOFA / Section 14 of RERA. The Allottee is aware and agrees and confirms that the Promoters shall be entitled to make variations in the amenities and specifications, including but not limited to re-location of water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps, recreation areas, club level and their dimensions as deemed fit by the Promoters and permitted under the relevant statutory rules and regulations related thereto. The Promoters reserve the right to change the nomenclature of the Wing No. as per the final approved plans, without changing the location of the said Premises.
- (ix) The Allottee authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in their sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- (x) On a written demand being made by the Developer /Company upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 10 (ten) days of the Developer /Company's said written demand, without any delay, demur or default.

- (xi) If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoters under this Agreement, in the same manner detailed in this Clause 3 (which will not absolve Allottee of its responsibilities under this Agreement).
 - (xii) The Developer /Company shall be entitled to securitise the Sale Consideration and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoters, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.
 - (xiii) The Sale Consideration is only in respect of the said Premises. The Developer /Company has neither charged nor recovered any price for the said Car Parking Space/s, limited common areas and the common areas facilities and amenities (except as specified in this Agreement).
 - (xiv) The Allottee shall deduct tax at source ("**TDS**") from each instalment of the Sale Consideration as required under the Income Tax Act, 1961. The deduction of an amount made by the Allottee on account of TDS while making any payment of the Sale Consideration to the Company, shall be acknowledged/credited by the company only upon Allottee submitting (a) Form 26QB along with original tax payment challan within 30 days from the date making payment of the respective installment of the Sale Consideration, and (b) the original tax deduction at source certificate and provided that the details/amount mentioned in the certificate tallies with the details of Form 26 AS (Tax credit) hosted on the Income Tax Department website.
 - (xv) The Allottee(s) is aware that the brickwork and flooring, external façade/windows and partition wall, whether internal or external, of the said Premises, may be initiated by Promoters at any stage during the construction cycle simultaneously with casting of slabs and the Promoters shall raise demands for the instalments in respect thereof simultaneously with demands for the installments payable for commencement/completion of slabs. The Allottee(s) undertakes to make payment of installments in respect of the same as and when demanded by the Promoters and shall not dispute or challenge the said demands under any circumstances and any reason whatsoever.
4. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises.

5. The disclosures/documents provided by the Promoters to the RERA Authority at the time of application for registration as well as from time to time including all information pertaining to this Project has been read, understood and consented by the Allottee and the Allottee shall not take any objection or make any claim whatsoever relating to the changes/amendment/revisions (as already disclosed) which may be carried by the Promoters in this regard and having understood such proposed changes to be carried out, the Allottee has decided to enter into this commercial transaction for acquiring the said Premises. All the disclosures/documents, information provided to the RERA Authority including which are available on RERA website pertaining to the said Project and approvals, FSI, sanctioned and proposed, reservations etc., shall be deemed to have been disclosed herein and are not repeated herein for the sake of brevity.
6. Time is of the essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the Premises and handing over the Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottees and are listed in the **Third Schedule** hereunder written. Similarly, the Allottees shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.
7. **FSI and development potentiality with respect to the Proposed Future and Further Development of the Larger Land/ Whole Project:**

The Allottee hereby agrees, accepts and confirms that the Promoters proposes to develop the Whole Project of the Larger Land (by utilization of the full development potential) and develop the same in the manner more particularly detailed at Recital G above and as depicted in the layout plans and specifications at Annexure "G" hereto constituting the Proposed Layout Plan and the Proposed Potential and Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoters in this regard as per the agreement between the Society and the Developer.

8. **Possession Date, Delays and Termination:**
 - (i) The Promoters were to give possession of the Premises to the Allottee on or before 6th day of June, 2022 as disclosed in Form B as submitted by the Promoters under RERA. However vide MahaRERA Order No : - 14 /2020 dated 18th May 2020 and Certificate dated 18th May 2020 wherein Maha RERA has suo moto extended the registration certificate of the Project by six months due to Covid-19 Pandemic outbreak in the country. The revised completion date of the project now stands to 6th December 2022 ("**Possession Date**") by which time Developer shall give possession to the Allottee and subject to the Developer first offering to the Existing Members of the Society the Society Members Premises with Occupation Certificate, Provided however, that the Promoters shall be entitled to extension of time for giving delivery of the Premises on the Possession Date as provided under RERA, including if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-

- (a) Any force majeure events;
- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (c) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
- (d) Any other circumstances that may be deemed reasonable by the Authority.
- (e) any reasons beyond the control of or not attributable to the Promoters;

The Promoters were to (without being obliged to) offer possession of the Premises to the Allottee on or before 6th day of June, 2020 as disclosed in the Explanatory Notes in Form B as submitted by the Promoters under RERA ("**Early Date**"). Consequent to the force majeure event taking place in terms of the pandemic and in view of the pending dispute between the Society and the Promoter which is subject matter of Arbitration proceedings, the date of 6th June, 2020 shall stand extended by such period as such force majeure event shall continue and/or as would be determined in the Arbitration proceedings between the Promoter and the Society.

- (ii) If the Promoters fail to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 8(i), then the Allottee shall be entitled to either of the following:
 - (a) call upon the Promoters by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoters ("Interest Notice"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date ("the Interest Rate"), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Developer /Company to the Allottee from the Possession Date mentioned in clause 8(i) above till the date of offering to hand over of the possession of the said Premises by the Promoters to the Allottee; OR
 - (b) the Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoters by Courier / E-mail / Registered Post A.D. at the address provided by the Promoters ("Allottee Termination Notice"). On the receipt of the Allottee Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the execution and registration of the Deed of Cancellation of this Agreement with the Promoters, the Developer /Company shall refund to the Allottee the amounts already received by the Developer /Company under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate") to be computed from the date the Developer /Company received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Developer /Company

(as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoters and/or the said Premises and/or car park and the Promoters shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner they deems fit and proper.

- (iii) In case if the Allottee elects his remedy under sub-clause (ii) (a) above then in such a case the Allottee shall not subsequently be entitled to the remedy under sub-clause (ii) (b) above.
- (iv) If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Developer /Company interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate. If the Allottee(s) fail(s) to pay the applicable GST within the due date, then the Allottee(s) shall be liable to pay the same together with interest at the rate of 18% (Eighteen percent) per annum (or such rate as may levied by the concerned authorities) computed from the due date till the date of payment.
- (v) Without prejudice to the right of the Promoters to charge interest at the Interest Rate mentioned at Clause 8 (ii) (b) above, and any other rights and remedies available to the Promoters, either (a) on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing three defaults of payment of instalments of the Sale Consideration, the Promoters shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoters shall give notice of 7 (seven) days in writing to the Allottee ("Default Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoters shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("Promoter Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Developer /Company shall be entitled to forfeit a sum equivalent to 20% percent of the Sale Consideration and also deduct any brokerage expenses incurred by the Developer /Company PRE EMI interest (in case the Applicant has opted for subvention scheme) and/or applicable taxes / statutory dues / interest / penalties ("Forfeiture Amount") as and by way of agreed genuine pre-estimate of

liquidated damages. Within a period of 30 (thirty) days of execution and registration of the Deed of Cancellation of this Agreement, the Developer /Company shall after deduction of the Forfeiture Amount and other amounts as mentioned hereinabove, refund the balance amount of the Sale Consideration to the Allottee. In case the Allottee(s) has availed any loans (including subvention scheme), for payment of the Allotment Premium then in such case the amounts disbursed by the lending Bank/Financial Institution to the Promoters, shall be refunded by the Promoters to such lending Bank/ Financial Institution directly and the Allottee(s) authorizes the Promoters to collect the original Agreement for Sale from such Bank/Financial Institution and the Promoters shall not be required to take any consent / confirmation from the Allottee(s) at anytime. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoters and/or the said Premises and/or car park and the Promoters shall be entitled to deal with and/or dispose off the said Premises and/or car parks in the manner they deems fit and proper.

- (vi) The Allottee(s) may at any time elect to cancel the Agreement for Sale (for no default of the Promoters), after the Allottee(s) gives the Promoters, 30 (thirty) days' notice in writing of its intention to do so. The Agreement for Sale shall stand terminated/ cancelled without any further act, deed or thing, on the expiry of the aforesaid 30 (thirty) days' notice period, subject to receipt of the aforesaid notice of the Allottee(s) by the Promoters. Upon termination of the Agreement for Sale, the Allottee(s) shall not have any claim whatsoever to the Premises and the Promoters shall be at liberty to dispose off and sell the Premises to such person and at such price as the Promoters may in their absolute discretion think fit and proper. The Promoters shall refund the amounts paid by the Allottee(s) as per the provisions of clause 8(v) hereof. On cancellation / termination of this Agreement for Sale, the Allottee(s) shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoters or against the Premises / Real Estate Project.

9. The common areas, facilities and amenities in the said Real Estate Project that may be usable by the Allottee and are listed in the **Third Schedule** hereunder written. The Allottee shall be entitled to enjoy on an exclusive basis [●] square meters of appurtenant / utility / deck / terrace / balcony (which is attached to the said Premises and accessible only from the said Premises) and shown hatched with pink colour on the plan annexed and marked as Annexure J hereto. It is clarified that the sale of the said Premises is on the basis of the carpet area (as per RERA) of the said Premises only The internal fitting and fixtures in the said Premises that shall be provided by the Promoters are listed in **Annexure M** hereto.

10. **Procedure for taking possession:**

- (i) Upon obtainment of the Occupation Certificate from the MCGM and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoters shall offer possession of the said Premises to the Allottee in writing ("Possession

Notice”). The Allottee agrees to pay the maintenance charges as determined by the Promoters or the Society, as the case may be. The Promoters shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project.

- (ii) The Allottee shall take possession of the said Premises within 15 days of the Possession Notice.
- (iii) Upon receiving the Possession Notice from the Promoters as per Clause 10 (i) above, the Allottee shall take possession of the said Premises from the Promoters by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoters, and the Promoters shall give possession of the said Premises to the Allottee.
- (iv) The Allottee(s) agrees that the Allottee(s) shall make payments of all amounts payable under the Agreement for Sale within 15 days of Possession Notice and shall thereafter, take possession of the Premises. In the event the Allottee(s) fails and, or neglects to pay the outstanding amounts and take possession of the Premises within 15 days from the date of the Possession Notice, then without prejudice to the rights and remedies available to the Promoters under this Agreement for Sale and/or under applicable laws, the Promoters shall levy and the Allottee(s) shall be liable to pay to the Promoter for each month of delay as mentioned hereinabove, an amount equivalent to 2.5 times of the monthly common area maintenance charges as and by way mutually pre agreed demurrage charges from the expiry of the aforementioned 15 days period till such time the Allottee makes payment of the outstanding amounts (with interest @ the Interest Rate as applicable) and takes the possession of the Premises. The Allottee(s) shall also be liable to reimburse to the Promoters the refurbishment and/or replacement costs in respect of the said Premises incurred by the Promoters due to delay in taking possession by the Allottee(s). The amounts payable by the Allottee(s) pursuant to this clause shall be in addition to the common area maintenance charges payable in respect of the said Premises.
- (v) Within 15 (fifteen) days of receipt of the Possession Notice, (irrespective of the Allottee taking the possession of the said Premises) the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and Larger Land including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Larger Land. Until the Society Conveyance is duly executed and registered, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoters at its sole discretion, the Allottee shall pay to the Promoters provisional monthly contribution towards the outgoings. The

amounts so paid by the Allottee to the Promoters shall not carry any interest and shall remain with the Promoters until the Society Conveyance is duly executed and registered. On execution of the Society Conveyance, the aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the Promoters to the Society.

11. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the said Premises or the said Wing or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoters shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project.

12. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee shall use the car parking space only for purpose of parking vehicle.

13. **Membership of the Society**

(i) The Allottee and the purchasers/allottees of the other premises in the Real Estate Project, shall become members of the said Society and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, memorandum, letters, documents and other papers and writings. The Allottee shall pay the applicable Society Membership Charges.

(ii) The Allottee shall observe and perform and comply with all the rules and regulations and bye-laws of the Society and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the Building and the said Premises therein and for the performance and observance of building Rules, regulations and bye-laws of the concerned local authority, government or public bodies. The Allottee shall also observe and perform all the terms and stipulations laid down by the Society regarding occupation and use of the said Premises and shall pay all outgoings and any other charges in accordance with the terms of this Agreement and the rules, regulations and bye-laws of the Society.

14. **Conveyance of the said Building to the Society:**

(i) It is agreed that the Society shall be the only Society and no other Society shall be formed with respect to the Allottees of premises in the Whole Project.

(ii) Within 3 months from the date of issuance of the Full Occupation Certificate with respect to the Whole Project, the Promoters shall execute a Conveyance of the Developers Premises (as defined in the Development Agreement) in favour of the Society ("**Society Conveyance**").

- (iii) All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of such Deed of Conveyance and other documents shall be borne and paid by all the Allottees of the new flats in the Whole Project.
 - (iv) Post execution of the Society Conveyance by the Promoters, the Society shall be responsible for the operation and management and/or supervision of the Whole Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
 - (v) Post conveyance of the Building to the Society, the Promoters shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. After the receipt of the Occupation Certificate, the Promoters shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale/allotment or transfer of the unsold premises in the Real Estate Project, save and except the municipal taxes at actuals (levied on the unsold premises)
15. The Allottee shall, before delivery of possession of the said Premises in accordance with Clause 10(iv) above, deposit the amounts as provided in Annexure – L hereto, with the Promoters,
16. The Allottee shall pay to the Promoters a sum of Rs.1,00,000/- (Rupees One Lakh Only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoters in connection with this Agreement, the transaction contemplated hereby, for preparing/amending the rules, regulations and bye-laws of the Society and, the cost of preparing and engrossing the Society Conveyance, and other deeds, documents and writings.
17. The Allottee has agreed to take membership of the club and gym proposed in the said Property, and the Allottee shall be liable to make payment of any clubhouse membership charges to the Promoters plus applicable taxes thereon. It is hereby clarified that the membership of the club shall be for the Allottee and his/her/their immediate family members, the term immediate family members shall mean and include husband, wife (and their respective parents) and their unmarried children and married children residing in the said flat. The Allottee will be liable to pay usage and service charges as and when applicable and the Allottee shall be required to sign the necessary documents for membership of the club and gym, which shall contain the detailed terms and conditions governing such membership. The Allottee is aware that the membership to the club and gym and its usage charges and other amenities shall be governed by the terms and conditions as formulated by the Promoters / Society / Facility Management Company ('FMC') as appointed / nominated by the Promoters and the Allottee shall abide by the same.
18. The Promoters have informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Land. The

Promoters have further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee alongwith other allottees of flats/units/premises in the Real Estate Project and/or on the Larger Land, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottees of flats/units/premises on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoters and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the allottees of flats/units/premises in the Real Estate Project shall object to the Promoters laying through or under or over the Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Larger Land.

19. The Promoters may appoint a Facility Management Company (third party/agency) for the purpose of maintaining the Real Estate Project on such terms and conditions as may be deemed fit or a maximum period of 5 years from the Project Completion Date and the same shall be binding upon the Allottee.
20. **Loan and Mortgage:**
 - (i) The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises (subject to the provisions of this Agreement) by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoters. The Promoters shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.
 - (ii) All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoters shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
 - (iii) The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoters in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoters to receive the balance Sale Consideration and balance other amounts payable by the Allottee under this Agreement.
21. In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoters shall be entitled to extend the necessary assistance/support as may be required under applicable law.
22. The Allottee agrees that in the event of non-payment of any of the amounts payable by the Allottee under this Agreement, the

Developer/Company shall have first lien on the said Premises for the recovery of such amount without prejudice to the other rights of the Developer/ Company as contained herein.

23. Representations and Warranties of the Promoters:

The Promoters hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate,

- (i) The Promoters have clear and marketable title and has the requisite rights to carry out development upon the Larger Land and also has actual, physical and legal possession of the Land for the implementation of the Real Estate Project;
- (ii) The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- (iii) There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee;
- (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;
- (vi) The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Land and the said Premises, which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoters confirm that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
- (ix) The Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the Third Schedule hereunder written to the Society;
- (x) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and

taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the Occupation Certificate is received and as provided in the Agreement between the Society and the Developer and thereupon shall be proportionately borne by the Society;

- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed to the Allottee.

24. The Allottee, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:

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- (i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Tower/Wing in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.
- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the said Premises committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the said Premises or

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

- (v) not to fix any grill to the windows or utility areas;
- (vi) not to enclose any deck, balcony or non-FSI or common areas, which is not in accordance with the approved plans;
- (vii) not to change the frames of windows;
- (viii) not to fix any satellite TV/internet dish on the outside walls / façade of the Building; to only install satellite TV/internet dish at the locations identified by the Promoters and informed to the Allottee at the time of handover;
- (ix) to fix / install the outdoor unit of the air-conditioning system only at the locations identified by the Promoters and informed to the Allottee at the time of handover;
- (x) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Larger Land and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (xi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Larger Land and/or the Real Estate Project in which the said Premises is situated.
- (xii) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.
- (xiii) to bear and pay Building and common area maintenance charges on demand by the Promoters or the FMC / as appointed by the Promoters/ Society.
- (xiv) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under this Agreement.
- (xv) Not to change the user of the said Premises;
- (xvi) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor

of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate, if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter and payment of transfer charges to the Promoters, which shall be 5% of the prevailing rate in the Project. In the event of any transfer or assignment of the Allottee's interest or benefit under this Agreement or the Allottee parts with the possession of or interest in the said Premises, without the prior written consent of the Promoters and payment of transfer charges as provided herein-above, such Transfer / Assignment shall not be valid and binding upon the Promoters. The term 'transfer' shall mean and include, handing over possession of the said Premises to a third party, assignment of the interest and benefits under this Agreement / rights to the said Premises, sale of Premises, license / lease of Premises (including all renewals / extensions / options, if any), transfer of shares of a company (if the Allottee is a company), change of control of the promoters of a Public Limited company, reconstitution of a Partnership Firm / LLP including but not limited to, by adding new Partners or Resignation of any of the Partners from the Firm / LLP or dissolving the Firm / LLP or change in the commercial terms of the Firm / LLP. In case, the said Premises is transferred / assigned by the Allottee to a third party, subject to compliance of the above provisions, Allottee shall hold the third party accountable / liable to all the terms of this Agreement including all amounts outstanding or payable and due in the future. The Allottee (s) confirms that they shall not be entitled to transfer the car parking spaces allotted to the Allottee de hors or independent of the said Flat.

- (xvii) The Allottee shall observe and perform all the rules and regulations and bye laws of the Society and which the Society may adopt and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xviii) The Allottee shall comply with and adhere to all the rules / regulations and policy as set out in a manual prepared by the Society/FMC in relation to the maintenance, upkeep, use and enjoyment of the said Property including the Building, the common areas and facilities and the said Premises and shall not raise any objection / dispute in respect thereof.

- (xix) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.
- (xx) Till the management of the Building is handed over back to the Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Larger Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.
- (xxi) The Allottee shall be liable to deposit a sum of Rs.1,00,000/- (Rupees One Lakh Only) with the Promoters towards interest free refundable security deposit for the due performance of the Allottee's obligations while undertaking fit outs in the said Flat. The Allottee shall obtain the prior written approval of the Promoter for carrying out such fit out works. The Allottee shall complete the fit out works within 90 (Ninety) days of the Promoter granting approval for such fit out works. This Security Deposit shall be refunded by the Promoter to the Allottee without interest against completion of the fit out works provided such fit out work has been carried out as per the fit out works approved by the Promoter and in compliance with the approved plans and there is no alteration / damage caused to the structure/common areas and the finishing and installations in the Building(s)/ common areas. The Allottee shall not make or cause to be made any structural addition or alteration of whatsoever nature in or to the said Premises or any part thereof nor alter the elevation / colour scheme of the Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC structures in the said Premises / common area or enclose any balcony/common area or any other usable area. During the period of fit outs, the Allottee shall reimburse the cost of services and facilities ("fit out fee") made available by the Promoter to the Allottee during the fit out period as maybe determined on an open book basis. In the event the Allottee fails to make payment of the fit out fee as demanded by the Promoters, the Promoter shall be entitled to debit the same to the amounts collected from the Allottee and the Allottee shall be liable to make good such amount on demand with interest @ the Interest Rate.
- (xxii) The Allottee/s is/are aware that as per the Ministry of Environment, Forest and Climate Change, Government of India Notification dated 8th April 2016, regarding Solid Waste Management Rules, 2016 ("MoEF"), all Premises government or private having waste generation rate exceeding 100kg per day have been declared as Bulk Waste Generators. Accordingly the Allottees hereby acknowledge and agree that as per notification issued by MoEF and implemented by MCGM, all kitchen/household garbage has to be segregated into dry waste and wet waste. The Allottee/s agree, undertake to segregate the wet and dry garbage generated in and from the said Premises in separate dust bins and the wet garbage generated in and from the Project shall be treated separately by the purchasers of the Premises in the Project as per the rules and regulation framed

by the Promoters/Society and in accordance with the applicable laws and preferably treat the same. The Society shall also be liable and responsible to implement this condition upon all its members/ occupiers/ allottees and shall ensure that the same is adhered to by the Allottees/ occupiers as per the norms laid down by the MOEF and MCGM from time to time.

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

26. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the Larger Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoters as hereinbefore mentioned until the Society Conveyance, as the case may be.

27. **Promoter shall not mortgage or create a charge:**

After the Promoters execute this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises as recited hereinabove.

28. **Terrace**

It is also understood by and between the parties hereto that the terrace space in front of or adjacent to the said Premises, if any, shall belong exclusively to the respective allottee of such Premises and such terrace spaces are intended for the exclusive use of such Allottee. There will be one common terrace for each wing above the top floor.

29. **Binding Effect:**

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexures along with the payments due as stipulated in the payment plan at Clause 3 above, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee,

application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

30. Entire Agreement:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises The show flat constructed by the Promoters and all furniture, items, electronic goods, amenities etc. displayed therein, and any marketing material including sales brochures, models, photographs, videos, illustrations, walk through, etc. provided to the Allottee or made available for the Allottee viewing were merely an artists impression and creative imagination and shall not constitute a representation or warranty or declaration by the Promoters or any of its agents/employees/representatives and the Allottee shall not be entitled to make any claim upon the Promoters with respect to any item/component/facet that is not specifically agreed to be provided by the Promoters to the Allottee under this Agreement.

31. Right to Amend:

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

32. Provisions of this Agreement applicable to Allottee/subsequent allottees:

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

33. Severability:

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

34. Method of calculation of proportionate share:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project.

35. Further Assurances:

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

36. Waiver:

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

37. Place of Execution:

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

38. The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

39. All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Courier or Registered Post A.D or notified Email ID at their respective addresses specified below It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

Name of the Allottees	[•]
Allottees' Address	[•]
Allotees'NotifiedEmail ID:	[•]
PromoterRadiusName	RADIUS ESTATES AND DEVELOPERS PRIVATE LIMITED
PromoterRadiusAddress:	One BKC 1401, Plot No. C-66, G Block, Bandra Kurla Complex, Bandra East,

	Mumbai 400051
PromoterRadiusNotified Email ID:	customercare@radiusdevelopers.com

40. **Joint Allottees:**

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

41. **Stamp Duty and Registration Charges:**

The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Allottee. The Allottee shall at his cost and expenses, lodge this Agreement or any other transfer document before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Developer/Company shall attend such office and admit the execution thereof.

42. **Dispute Resolution:**

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to such court / authority as per the provisions of law.

43. **Governing Law:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

44. **Permanent Account Numbers:**

Details of the Permanent Account Numbers of the Promoters and Allottee are set out below,-

Party	PAN
MIG (Bandra) Realtors and Builders Private Limited (the Developer)	AABCL3291N
Radius Estates and Developers Private Limited (the Company)	AAECV8428Q
[•] (Allottee)	[•]

45. **Construction of this Agreement:**

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

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

- (ii) Any reference to the singular shall include the plural and vice-versa;
- (iii) Any references to the masculine, the feminine and/or the neuter shall include each other;
- (iv) The Schedules and Annexures form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- (v) References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (vi) Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (vii) References to a person (or to a word importing a person) shall be construed so as to include:
 - a) An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and
 - b) That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

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

FIRST SCHEDULE
(the Larger Land)

All that piece and parcel of leasehold land bearing Survey No. 341 (part), corresponding to CTS Nos. 649 (pt) and 649/1 to 649/48 totally admeasuring approx. 20,149.40 square meters at Gandhinagar Layout of MHADA, Bandra (East), Mumbai – 400 051 in Municipal “H (East)” Ward, Mumbai Suburban District bounded as follows:

On or towards the North	:	N Dharmadhikari Road
On or Towards the West	:	Approx 12 mtrs Wide Road
On or Towards the South	:	Madhusudan Kalekar Road
On or towards the East	:	Approx 9 mtrs Wide Road

THE SECOND SCHEDULE REFERRED TO:

(the said Premises and the car parking space)

All that the premises bearing Flat No. [●] admeasuring [●] Sq. Mts. (Carpet Area as per RERA) on the [●] Floor, Wing [●] of the proposed Building of the project known as “TEN BKC” being constructed on the said Property. [●] No. of car parking spaces allotted as an exclusive additional amenity confined to the said Premises in the basement.

THE THIRD SCHEDULE ABOVE REFERRED TO:

Common Areas And Facilities

- i. Landscaping & Tree Planting
- ii. Electrical Meter Room, Substation, Receiving Station
- iii. Aggregate area of recreational Open Space
- iv. Squash Court
- v. Reflexology Path
- vi. Energy management
- vii. Game Simulator
- viii. Fire Protection And Fire Safety Equipments
- ix. Multipurpose Hall
- x. Treatment And Disposal Of Sewage And Sullage Water
- xi. Internal Roads & Footpaths
- xii. Solid Waste Management And Disposal
- xiii. Salon and Spa
- xiv. Water Conservation, Rain water Harvesting
- xv. Welfare Centre
- xvi. Swimming Pool including Kids Pool
- xvii. Walking Path
- xviii. Water Supply
- xix. Sewerage Treatment Plant
- xx. Kids Play Area with play Equipment
- xxi. Fitness Centre
- xxii. Convenience Store
- xxiii. Senior Citizen Area

SIGNED AND DELIVERED)
by the withinnamed the Developer)
MIG (BANDRA) REALTORS AND)
BUILDERS PRIVATE LIMITED)
through its Authorised Signatory)

(1) **Mr. Faizan Pasha**)

(2) **Ms. Jessie Kuruvilla**)

in the presence of...

- 1)
- 2)

SIGNED AND DELIVERED)
by the withinnamed the Company)
RADIUS ESTATES AND)
DEVELOPERS PRIVATE LIMITED)
through its Authorised Signatory)

Mr. Anil N. Chhabria)
in the presence of)

- 1)
- 2)

SIGNED AND DELIVERED)
by the withinnamed the Allottees)

(1))

(2))

in the presence of ...

- 1)
- 2)

RECEIPT

RECEIVED on or before the execution of these presents of and from the withinnamed the Allottees the sum of Rs. [●]/- (Rupees [●] **Only**) towards part consideration on or before the execution hereof.

Witnesses:

We Say Received
(Developer/Company)

- 1.
- 2.

List of Annexures

- Annexure A – Plan of the Larger Property
- Annexure B – Title Certificate of M/s. Wadia Ghandy & Co.
- Annexure C – Property Register Cards
- Annexure D – RERA Registration Certificate
- Annexure E – Intimation of Disapproval
- Annexure F – Commencement Certificate
- Annexure G – Proposed Layout
- Annexure H - Currently approved typical floor plan similar to/of the said Premises
- Annexure I - Proposed typical floor plan of the said Premises
- Annexure J - Proposed typical plan the said Premises
- Annexure K – Lenders NOC
- Annexure L – Payment Schedule of Sale Consideration & Other Charges
- Annexure M - Fixtures and Fittings in the said Premises

TEN BKC

Dated this day of , 2020

MIG (BANDRA) REALTORS AND BUILDERS PRIVATE LIMITED

... Promoter DB / Developer

And

**RADIUS ESTATES AND DEVELOPERS
PRIVATE LIMITED**

... Promoter Radius /Company

And

... Allottee/s

AGREEMENT FOR SALE

TEN BKC

FLAT NO. [●] [●] FLOOR WING

[•]