AGREEMENT FOR SALE

THIS AGREEMENT made at_____ this_____ day of_____in the year Two Thousand and Nineteen BETWEEN **M/S. RADHEYA CONSTRUCTION Co.** a Partnership Firm duly registered under the provisions of Indian Partnership Act, 1932 and having its office at 118, Goyal Shopping Arcade, Opp. Borivali Railway Station, Borivali (West), Mumbai – 400 092 hereinafter called the **"THE PROMOTER" / "THE DEVELOPERS"**(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners or Partner or Proprietor for the time being of the said firm, the survivors or survivor of them and the heirs, executors, administrators and assigns of such last surviving Partner) of the **One Part;**

AND

SHRI/SMT/M/S_____

_____

having his/her/their address at _____

_____

_____

hereinafter referred to as **"THE PURCHASER/S"/ THE ALLOTTEE/S)**(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors and administrators) of the Other Part;

W H E R E A S:-

(a) By an Indenture dated 30th of October, 2012 (1) Smt. Bhagirathi Chintaman Mhatre (2) Ms. Hansa Chintaman Mhatre alias Smt. Hansabai N. Mandavi and (3) Mr. Bhalchandra Chintaman Mhatre through their Constituted Attorney Mr. Jitendra Kisan Thakur (**"the Original Owners"**) carrying on business in the name and style M/s. SAINATH CONSTRUCTION CO., having its office at 118 Goyal Shopping Arcade, Junction of S. V. Road and L. T. Road, Borivli West,

Mumbai 400 092 and M/s. SAINATH CONSTRUCTION CO. having its office at 118 Goyal Shopping Arcade, Borivli West, Mumbai 400 092 as a Confirming Party to the Conveyance Deed, had conveyed all that pieces and parcel of land bearing Survey No. 96, Hissa No. 5, corresponding C.T.S. No. 2250/A together with the structure standing thereon admeasuring 536.60 sq. mtrs. or thereabouts as per Property Registered Card together with the one old building consisting of grounds plus four upper floors having 3 flats on each floor i.e. total 15 flats constructed in the year 1981 and more particularly described in the **First Schedule** hereunder written in favour of **NALINI BHUVAN CO-OPERATIVE HOUSING SOCIETY LTD.** a co-operative housing society formed and registered under the Maharashtra Co-operative Societies Act, 1960 and Rules there under bearing No. BOM/W-R/HSG/TC/3478/88-89 (for short "**the said Society**"). The said Deed of Conveyance dated 30th October, 2012 is duly registered with the Sub-Registrar of Assurances, Borivali Vide Sr. No. BRL-5/1153/20 of 2013 on 6th February, 2013. Property Registered Card and City Survey Plan of the said property is shown on the plan annexed and marked as **"Annexure I"** hereto and delineated thereon with red colour boundary line (hereinafter collectively referred as **'the said property'**).

(b) By virtue of the said Conveyance Deed dated 30th October, 2012, the Society became absolutely seized and possessed of or otherwise well and sufficiently entitled to all that pieces and parcel of land bearing Survey No. 96, Hissa No. 5 Corresponding CTS No. 2250/A together with the structures standing thereon admeasuring 536.60 sq. mtrs. or thereabouts as per Property Registered Card together with the existing old building consisting of ground plus four upper floors having 3 flats on each floor i.e. total 15 flats constructed in the year 1981 and more particularly described in the **First Schedule** hereunder written.

(c) The said building known as NALINI BHUVAN CO-OPERATIVE HOUSING SOCIETY LTD. is comprising of one building consisting

Ground plus four upper floors having 3 flats on each floors i.e. total 15 flats have been and is occupied by the respective flat holders/members of the Society.

(d) Since the said building Nalini Bhuvan was more than 30 years old and in a dilapidated condition, unsafe to use and occupy and as such, requires heavy repairs which was uneconomical and in view thereof all the existing members of the Society thought it fit to redevelop the said building by demolishing the existing building and reconstructing thereon a new building.

(e) Pursuant thereto the Society invited offers from various Developers and after scrutinizing the same was pleased to pass a resolution in the Special General Body Meeting of the Society held on 9th June, 2012 and appointed one Rite Developers Pvt. Ltd. as Developer of the said property upon terms and conditions stated in the development agreement dated 31st August, 2013 duly executed between the Party of the First Part therein referred to as the Society and the said Rite Developers Pvt. Ltd. therein referred to as the Developers. The said Agreement was duly registered with the office of Sub Registrar of Assurances, Borivali-7 at Serial No. BRL-8170 of 2013.The Society has also executed a General Power of Attorney in favour of the said Rite Developers Pvt. Ltd., which was duly registered with the office of Sub Registrar of Assurances Borivali-7 at Serial No. BLR-8170 of 2013.

(f) The said Developers took some time to obtain IOD and CC in respect of the said property. The said Developers have paid stamp duty for obtaining the said Deed of Conveyance and has also paid stamp duty on some of the member's agreements which were pending for registration and obtained Index II in favour of the said Society.

(g) The said Developers have agreed to allot 30% additional carpet area (including fungible area) to the existing members of the said Society. However, for reasons best known to the

said Developers, the said Developers could not fulfill the obligations under the said Development Agreement.

(h) Accordingly to the agreement arrived at between the Society and the said Developer, the Society terminated and/or cancelled the said agreement for development dated 5th October, 2013 and agreement for cancellation was registered with the office of the Sub Registrar of Assurances, Borivli on 08/05/2017 at Serial No. BRL8-3691of 2017.

(i) The total FSI was construction of the existing building Nalini Bhuvan is approximately 536.60 sq. mtrs. or thereabouts and that there is no unauthorized extension, construction, addition or alteration in the existing building and in the flats therein.

(j) In pursuance of the provisions of Development Control Regulations for Greater Bombay, 1991, as amended in 2034 while redeveloping the said property described in the **First Schedule** hereunder written it is permissible to consume the FSI arising out of the said property as well as the proportionate outside TDRT/FSI/FUNGIBLE thereon by treating the same as base land or recipient area under the provisions of Development Control Regulations of Greater Mumbai 1991.

(k) In pursuance of the negotiations ensued between the Society and the Promoters herein, the Promoters have proposed to redevelop the said property described in the **First Schedule** hereunder written by demolishing the existing building Nalini Bhuvan and construct thereon a proposed new multi storied building and have offered to provide permanent alternate accommodation to the existing members of the Society by providing them extra area and amenities, however on the terms and conditions recorded in the letter of offer dated 14-04-2016 addressed to the Society and the Society's letter dated 16-06-2016. Hereto annexed and marked **Annexure "1"** (colly) are the copies of the said letters.

(l) Since the Society was desirous of redeveloping the said property the Society has in compliance with the directions

given by the State Government vide Government Resolution dated 3rd January, 2009 the existing 15 members unanimously accepted the offer of the Development and decided to develop the said property in accordance with the terms and conditions.

(m) The members of the Society have at its extra ordinary meeting held on 04/02/2017 unanimously resolved and have accepted the offer of the Developers and have appointed the Developers herein for redevelopment of the said building Nalini Bhuvan the said property described in the **"First Schedule"** hereunder written have passed appropriate resolution dated 04/02/2017. A copy thereof is annexed hereto and marked **Annexure "2".** The general body vide the said resolution authorized the Chairman, The Hon. Secretary and the Treasurer to sign and execute necessary redevelopment agreement, Power of Attorney and all other relevant documents and affix the seal of the Society thereon in confirmation thereof.

(n) In the Special General Body Meeting of the Society held on 12/03/2017 the final draft, inter alia, of the Development Agreement, Power of Attorney and other incidental documents have been duly approved and it has been further resolved that the Chairman, the Hon. Secretary and the Hon. Treasurer of the Society are authorized to sign and execute and to affix the common seal of the Society on this Development Agreement, Power of Attorney and register the same with the Registrar of Assurances under the Indian Registration Act 1908 and have also been authorized to execute all such documents, deeds and assurances as may be required in pursuance of this Development Agreement and for the redevelopment of the said property and discharge all the obligations undertaken by the Society there under. A true copy of the Resolution is annexed hereto and marked **Annexure "3".**

(o) The Developers have offered to carry out development of the said property by demolishing the existing building and

constructing in place there of a new buildings by utilizing the entire available FSI arising out of the said property and FSI by way of TDR and Fungible FSI/area and area available by paying premium or otherwise as recited hereinafter;

(p) The said Society by a Development Agreement dated 23rd April, 2017 duly registered with the Office of the Joint Sub-Registrar of Assurances at BorivaliNo.8, Mumbai Suburban District under serial No. BDR- 8/3693/17 agreed to grant to the Promoters Development Rights in respect of the said Property described in the First Schedule hereunder written for consideration and on the terms and conditions recorded therein thereby authorizing and permitting the Promoter to redevelop the said Property by demolishing the existing building and reconstructing thereon new multi-storied buildings by consuming FSI arising out of the said Property as well as by utilizing the outside TDR FSI and fungible FSI in accordance with the provisions of Development Control Regulations for Greater Mumbai, 1991.

(q) In pursuance of the aforesaid Development Agreement, the said Society has also executed and delivered to the Promoter a Power of Attorney in favour of the nominees of the Promoter dated 08/05/2017 which is registered under Registration No. BRL8-3694-2017 with the Office of the Joint Sub-Registrar of Assurances, Borivali-8, Mumbai Suburban District.

(r) In pursuance of the aforesaid Agreements and in pursuance of the authorities conferred upon, the Promoters have submitted the building Plans to the Municipal Corporation of Greater Mumbai and got the same duly approved vide IOD dated 3rd August, 2018 under reference No.CHE/WSII/0777/R/C/337 (NEW). In accordance with the said sanctioned plan, the Promoter has demolished the existing building and have obtained Commencement Certificate on 24th July, 2019 and have commenced construction of the new building.

(s) The Promoters have represented to the Allottee/s that Plot area of the said property i.e. 536.60 sq. mtrs or thereabouts, in accordance with the prevailing Development Control Regulations 50% i.e. 268.30 sq. mtrs of F.S.I is permissible to be consumed by paying premium to MCGM. 70% i.e. 375.62 sq. mtrs outside TDR /FSI permissible to be consumed. Fungible FSI of 413.18 sq. mtrs is allowed to be consumed. Thus, total built-up FSI area of 1593.70 sq. mtrs is permissible to be consumed on the said property. The Promoters proposed to construct a built-up comprising of stilt + ground + 14 or more upper floors on the said property tentatively comprising of 27 flats and 18 open car parking's. A certificate of Architects of the Promoters certifying the permissible area FSI on the said property is annexed hereto and marked **Annexure "4".**

(t) The Promoters have by an Agreement dated _____, agreed to purchase outside TDR of an area of _____ sq. mtrs from _____ forming part of the F.S.I under DRC No. _____ bearing Folio No. _____ dated_____ . The Promoters have amalgamated the said TDR area of _____ sq. mts with the said property described in the First Schedule hereunder written.

(u) Thus, the Promoter is entitled to and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

(v) The Promoter is in possession of the project land;

(w) Under the said Development Agreement, the Promoter is required to provide to the existing members of the said Society15number of Flats in lieu of their existing Flats in the old building totally admeasuring 7781.20 sq. ft. carpet area and to be situated on _____ to _____ floor of the new proposed building and ___ open car parking. The Promoters shall as such provide the said 15 Flats and open car parking to the existing members of the said Society as per the particulars detailed in **Annexure "5"**herewith. The Promoter is entitled to

sell the remaining Flats to the prospective Buyers/Allottees for such consideration and on such terms and conditions as they may deem fit and proper and the Society has agreed to admit such buyers/ allottees as its members in accordance with the provisions of the said Development Agreement.

(x) The Promoter has proposed to construct on the said Property a building comprising of stilt + 14 or more upper floors thereon. The Promoter has also agreed to construct a fitness centre and Society office on 8th floor;

(y) The Allotee is offered an Apartment bearing Number ____ on the _____floor (hereinafter referred to as the said "Apartment") of the building called "Nalini Bhuvan" (hereinafter referred to as the said "Building") being constructed in the said Project land by the Promoter;

(z) The Promoter has entered into a standard Agreement with Mr. Sanjay V. Shah, an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

(aa) The Promoter has appointed M/S. K. C. SHAH CONSULTANTS a structural Engineer for the preparation ofthestructuraldesignanddrawingsofthebuildingsandthePromoteraccepts the professional supervision of the Architect and the structural Engineer till the completion of the building.

(bb) The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai under Reference No._____ authenticated copy of Registration is attached in **Annexure'6';**

(cc) By virtue of the said Development Agreement and the said Power of Attorney, the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructedbythePromoterontheprojectlandandtoenterintoAgreement/s with the Allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

(dd) On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Mr. Sanjay V. Shah and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (herein after referred to as "the said Act") and the Rules and Regulations made there under;

(ee) The copy of Title Report issued by _____, the Advocates of the Promoter, the authenticated copies of Property Register Card or extract showing the nature of the title of the said Society/ Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure "7"and "8"**, respectively.

(ff) The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure"9".**

(gg) The authenticated copies of the floor plan and specifications of the Apartment agreed to be allotted/ purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure `10'**,

(hh) The Promoter has got some of the approvals from the Chief Fire Officer/concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the other necessary approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

(ii) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

(jj) The Promoter has accordingly commenced construction of the said building "Nalini Bhuvan" in accordance with the said sanctioned plans.

(kk) The Allottee has applied to the Promoter for allotment of an Apartment No. ____ on _____ in wiring _____ situated in the building "Nalini Bhuvan" being constructed on the said Project Land ;

(ll) The carpet area of the said Apartment is _____ square meters and "carpet area" shall means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition wall of the apartment.

(mm) the Promoter has disclosed all necessary particulars as to its title and its rights in the property including encumbrances if any, Particulars as to the development of the project including building and apartments along with specification and internal development work, external development work, the date and manner in which the payment towards the cost of apartment, are to be made and date on which the possession of the apartment will be given are specified and while registering the said project with the Regulatory Authority appointed under the Real Estate

(Regulation & Development) Act, 2016 (for short **"the said Act"**) are available on website of the Regulatory Authority.

(nn) The Allottee after perusing and verifying the facts and particulars on the website of the Regulatory Authority in respect of the project land has approached the Promoter for allotment of Apartment No._____on, the _____floor, _____Wing, situated in the "Nalini Bhuvan" Building to be constructed in the said Project Land.

(oo) 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;

(pp) Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs._____/- (Rupees._____) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

(qq) Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act,1908.

(rr) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the

(Apartment/Plot) and the garage/covered parking (if applicable).

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

1. The Promoter shall construct the said building "Nalini Bhuvan" consisting of stilt, ground +14 or more upper floors on the project and in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No._____ of carpet area admeasuring _____sq. meters on_____floor, in the building "Nalini Bhuvan" (hereinafter referred to as **"the Apartment"**) as shown in the Floor plan thereof hereto annexed and marked **Annexure "11"** for the consideration of Rs._____/- (Rupees_____ _____ only) including Rs._____/- (Rupees_____ _____only) being the proportionate price of the common areas and facilities appurtenant to the Apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(i) The Allottee hereby agrees to purchase from the Promoter and the Promoters hereby agrees to sell to the Allottee covered/open parking spaces bearing

Nos_____situated at _____basement and/or stilt and/or podium being constructed in the layout for the consideration of Rs._____/- (Rupees _____ only).

2(b) The total aggregate consideration amount for the apartment including garages/covered/open parking spaces is thus Rs._____/- (Rupees _____ _____ only)

2(c) The Allottee has paid on or before execution of this agreement a sum of Rs._____/- (Rupees _____ only) as advance payment and hereby agrees to pay to the Promoter the balance amount of Rs._____/- (Rupees _____only) in the following manner:-

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

ii. Amount of Rs_____/-(Rupees _____ _____)(not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs_____/-(Rupees _____ _____) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

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

v. Amount of Rs_____/-(Rupees _____ _____) (not exceeding 80% of the total consideration to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.

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

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

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

2(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cessor any other similar taxes which may believe, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment].

2(e) By reason of the Promoters having agreed to sell the said premises to the Allottee/s, if any statutory dues become payable by the Promoters or the Allottee/s including the GST or otherwise, the same shall be paid by the Allottee/s within 7 days from the demand being raised by the Promoters as a part of this Agreement.

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

2(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess

money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause1 (a) of this Agreement.

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

3.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

3.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the said Society after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 2 (c) hereinabove. ("Payment Plan").

4. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1593.70 square meters or thereabouts is set out in **Annexure "12" (Architect Certificate)** and Promoter has planned to utilize Floor Space Index of 1057.10 by availing of outside TDR, Fungible FSI or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 1592.73 as proposed to be utilized by them on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. However, subject to the unfettered rights retained by the Promoters.

5.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s)to the Promoter.

5.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 5.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings)

and on the Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

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

6. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure'13"**,annexed hereto.

7. The Promoter shall give possession of the Apartment to the Allottee on or before **31st day of December, 2023**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1

herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of:-

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

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

(iii) Non availability of steel, cement, other building material, water or electric supply.

(iv) Circumstances beyond the control of the Promoters.

8.1 **Procedure for taking possession**-The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter o association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

8.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee

intimating that the said Apartments are ready for use and occupancy:

8.3 **Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment] to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

8.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and incase it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

9. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

10. Upon payment of the total consideration amount and all the amounts payable under this Agreement and after the Allottee has been put into vacant and peaceful possession of the said flat, the Promoters shall cause the said Society to admit the Allottee as it Member upon application to be made by the Allottee and upon payment of the prescribed application fees and admission fees, the said Society shall

admit the Allottee as its member issuing 5 fully paid up shares of the said Society. The Allottee, however, thereafter shall abide by the rules and regulations of the said Society from time to time. The Allottee agrees to sign all necessary application forms and all other papers and undertaking required to be submitted to he said Society for being admitted as its Member.

11.1 Upon completion of the Project and after all the Flats are allotted by the Promoter to various prospective buyers and after accounts are being settled with the said Society, the Promoter shall hand over management of the said building to the said Society. Till then, the Allottee hereby agrees to pay to the Promoter on *Ad hoc* basis a sum of Rs._____/- (Rupees _____only) towards the monthly taxes and outgoings in respect of his apartment till the period the management is handed over by the Promoter to the said Society.

11.2 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the management is handed over to the Society, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs_____/-(Rupees _____) per month towards the outgoings. The amounts so paid by the Allottee

to the Promoter shall not carry any interest and remain with the Promoter until management is handed over to the said Society.

12. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

(i) Rs._____/- (Rupees _____ _____ only) for legal charges.

(ii) Rs_____/-(Rupees _____)for share money, application entrance fee of the Society.

(iii) Rs_____/-(Rupees_____ _____)for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex Body;

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

(v) Rs_____/-(Rupees _____ _____ _____) for Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs_____/-(Rupees_____ _____) for deposits of electrical receiving and Sub Station provided in Layout.

13. The Allottee shall pay to the Promoter a sum of Rs_____/- (Rupees_____ _____) for meeting all legal costs, charges and

expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society or Limited Company or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

14. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

i. The Promoter/the Society has clear and marketable title with respect to the project land; as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and

permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;

ix. At the time of handing over management to the said Society the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the said Society;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with

respect to the said project to the competent Authorities;

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

15. **REPRESENTATIONS AND WARRANTIES OF THE ALLOTTE/S:**

The Allottee/s or himself/themselves with intention to bring all persons in to whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and incase any damage is caused to the

building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

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

v. Not to door permit to be done any act or thing which may render void or voidable any insurance of the

project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

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

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

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

x. The Allottee shall observe and perform all the rules and regulations which the said Society and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules,

Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. 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 project land or any part thereof to view and examine the state and condition thereof.

xiii. The Allottee has entered into this Agreement after having read the contents hereof and appraising himself about the same having understood the provisions hereof.

16. **RIGHTS OF THE PROMOTERS**:-

16.1 The Promoters have informed the Allottee/s and the Allottee/s hereby agree/s, confirm/s and declare/s or otherwise empower/s, the Promoters, as follows:-

(a) The Promoters so long as they are permitted by the Municipal or other Authorities, for all times in future, shall be entitled to vary, amend and/or modify any of the approved building Plans, and/or the Layout Plans and/or curtail or add any Amenities and/or Facilities,

and similarly shall be entitled to shift and/ or relocate apartment agreed to be sold to Allottee and/ or any Garden or Recreation Area and/or an Open Area or otherwise so as to exploit the fullest commercial potential of the said property. In the event the Allottee is not agreeable for such relocated unit, then this agreement shall stand terminated and the Promoters shall pay the consideration received within 30 days without interest and the Allottee/s shall be bound to accept such consideration. In such an event the Promoters shall be entitled to sell such relocated unit to any person or persons as they may deem fit.

(b) The Promoters shall be entitled to demolish the existing or new structure/s or any part of parts or portion thereof or put up any construction in the Open Space as may be permissible by Brihanmumbai Municipal Corporation.

(c) The Allottee/s and/or the Society shall not raise any objection or challenge on any ground as to the Promoters' rights, reserved hereunder.

(d) The Promoters shall also be entitled to consume additional F.S.I. and/or balance F.S.I., T.D.R. available under D.C. Rules or by any special concession being granted by the Brihanmumbai Municipal Corporation or any other authorities including the F.S.I. available in lieu of the road widening, set back, reservation etc. of the adjoining property acquired by the Promoters or increase in FSI by introduction of new acts or rules or policy or by amendment or modification of the present rules and regulations.

(e) Under the present Agreement, the Promoters have given a bare permission to the Allottee/s to enjoy the facilities like garden, gymnasium and Internal Roads, of the said property, which at the sole discretion of the Promoters is liable to be shifted, cancelled and/or withdrawn, without giving any prior intimation and/or

notice in writing to the Allottee/s or otherwise, and Allottee/s shall not be entitled to claim any reduction in price, loss, damages, costs, charges, expenses or otherwise of any nature whatsoever from the Promoters or their Nominees or Transferees or Assigns.

(f) Under the present Agreement, the Promoters have agreed to sell and transfer only the said Apartment and nothing else.

(g) The possession of the said Apartment/s shall be offered to the Allottee /s only after the Allottee/s making the full and total payment of the consideration and all the amounts payable as mentioned herein to the Promoters. Allottee /s shall take the possession of the said Apartment, without raising any disputes of any nature whatsoever, within 7 days from the date of the intimation being given by the Promoters. The Allottee/s shall be liable to pay taxes, maintenance and other charges from the date of expiry period of intimation, irrespective as to whether the Allottee /s takes possession of the said Apartment or not. In the case of Non-Payment, the Promoters shall be entitled to exercise various rights and options available under this Agreement and in due course of law.

(h) The Promoters shall be entitled to consume such F.S.I. as may be available in respect of the said property or any part or portion thereof at present and for all times, in future and shall always be entitled to utilize, construct and dispose of in their rights, any balance F.S.I. or any increase in F.S.I. The Promoters shall be at liberty to put up any horizontal vertical extension thereto and/or put up or construct any vertical or additional Floor/s and/or the new or additional Structure/Building, as the Promoters may deem fit and proper and to do all such things, as may be necessary for this purpose.

(i) The Promoters shall be entitled to sell Apartments for being used as Bank, and/or Dispensary, Consulting

Rooms, Nursing Home, Coaching Classes and such other purpose or purpose as may be permitted by the Law for the time being in force. The Allottee/s shall not object to use the Units for such purpose and this clause shall be binding upon the society.

(j) For all or any of the purposes mentioned herein under and/or under this Agreement, the Promoters shall be entitled to keep and/or store any construction materials on any part or portion of the said property and/or to have additional Electricity Supply and/or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things, as may be necessary. In such an event, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any easement rights and/or any other rights, in the nature of easement or prescriptive or other rights of any nature whatsoever. The Allottee/s directly and/or indirectly, shall not do any act, deed, matter or a thing, whereby the Promoters may be prevented from putting any such additional and/or new construction and/or shall not raise any objection and/or obstruction, hindrance or otherwise. The said act by the Allottee/s shall be construed as breach of this agreement.

(k) The Promoters shall be entitled to alter the terms and conditions of the Agreements to be executed relating to the other Apartment / Premises in the said Building/s and including the User/s thereof and the persons who purchase the other Premises in the said Building/s shall be entitled to use the Premises acquired by them for such purpose as may be agreed to between the Promoters and the said persons and as maybe permissible under the Rules and Regulations of the Local and Statutory Bodies and Authorities. The Allottee/s herein shall agree to the exercise by the persons who acquire Premises under such Agreements of his/her/their/its rights under the same but the Allottee

/s herein shall have no right to require the enforcement thereof or any of them at any time, now or in future.

(l) In the event of the Promoters deciding to retain the units restricted/ limited amenities with them then they shall be entitled to let out or grant lease of the units/amenities to any person without any consent from Allottee or the said Society, as the case may be. It is further agreed that the unit buyers of the said building shall be liable to pay said amount to the Society in the event of their unit restricted/limited amenities being let out on leave and license or a long Lease to the prospective bona fide reputed parties.

(m) The Allottee agrees and hereby gives his/her /their/its irrevocable consent that the Promoters shall have a right to make additions amendments and alterations in the sanctioned Building plans and/or to the said Buildings or any part thereof for any user or to change the user (excluding the said Apartment) including to raise additional floors or structures on the land or open part or parts of the said building including on the terrace at any time either before or after transfer of the property and such right shall include this right to use the F.S.I. or the additional F.S.I. which may be available in respect of the said property or other lands at any time in future or to make such amendments/alterations in the sanctioned plans as may be permitted by the Brihanmumbai Municipal Corporation or other authorities and such additional structures or storeys or units shall be the sole property of the Promoters who shall be entitled to deal with or dispose of the same. The Promoters shall be entitled to put up such users like functional terraces, as also any public utility centers or units or for any purpose as may be allowed by any authority. The Allottee /s shall not be allowed to make use of the terrace and parapet walls of the terrace which will be the exclusive property of the Society and

the Society shall have the exclusive use of the said terrace and the parapet walls. The Promoters shall also be entitled to display board and/or hoarding on the parapet walls of the said property or any part thereof or grant such right to any of the Promoters nominee/s by perpetual Lease or otherwise even if the management is handed over to the said Society.

(n) The Promoters shall have the right to give for the purpose of advertising open space in the said property including on the terrace and side parapet walls either by putting up support and/or by using the compound walls for the purpose on such terms and conditions as the Promoters may desire. The said right shall continue to subsist even after the said property is handed over to the Society. The Allottee/s herein shall not be entitled to object to the same for any reason whatsoever and shall also allow the Promoters their agents, servants etc., to enter into the portion of the said lands for the purpose of putting and/or removing such advertisement.

16.2 The Promoters shall also be entitled as absolute owners to let out the said premises or the restricted amenities to any person or persons for such terms and conditions as they may deem fit and proper.

16.3 The Allottee/s has entered into this Agreement with the notice of the terms and conditions of the said hereinabove recited agreements of the said property and subject to the terms and conditions that may be imposed by the Brihanmumbai Municipal Corporation and other authorities concerned and also subject to the Promoters right to make the necessary amendments, modifications and/or changes in the building plans or the materials and other specifications and the rights reserved or retained by the Promoters.

16.4 If the TATA Limited / Reliance Energy Ltd. or any Utility Service

Provider or any other local body or authority requires a substation to be put on the stipulated property, the costs, charges and expenses of the land and structure thereof shall be borne and paid by all the Apartment Purchasers of the premises in the said building including the Allottee herein in proportion with the area of their respective premises.

16.5 It is further agreed that from the date of the Occupation Certificate being issued or otherwise in respect of unsold units the Promoters or their nominees shall pay the actual outgoings towards BMC taxes and the pro rata maintenance.

16.6 The Allottee/s hereby agrees and admits having taken inspection of all the documents required to be given by the Promoters under the provisions of the Real Estate Regulation Act, and hereby agrees and confirms that the Promoters shall have irrevocable rights for the purposes setout herein below and the Promoters shall be entitled to exercise the same as if the Allottee/s had given the written prior consent to the Sellers as required under the said Act and with a view to remove any doubts and reconfirm the rights of the Promoters, the Allottee/s hereby confers upon the Promoter the right and authority for the purposes set out herein below:-

(a) Without modifying the plan of the said Apartment the Promoters shall be entitled to amend, modify and/or vary the layout plans/ building plans and/or sub division plan and also the specifications in respect thereof.

(b) The Promoters shall be entitled to consume T.D.R. available from any sources on the said property and shall for the purpose be entitled to amend, alter or modify the sanctioned plans. However, the Promoters shall not modify or alter the plan of the Apartment agreed to be purchased by the Allottee/s.

(c) To avail of all the benefits attached to the said land, the Promoters shall be entitled to demolish the existing or new structure/s or any part of parts or portion thereof

or put up any construction in the Open Space as may be permissible by Brihanmumbai Municipal Corporation.

(d) The Promoters shall be entitled to consume such F.S.I. as may be available in respect of the said property or any part thereof or otherwise on the said property at present or in future and for the purposes of consuming such balance and/or additional F.S.I. to construct extensions and/or additional floors as the Promoters may think fit and proper.

(e) The Allottee /s and/or the Society shall not raise any objection on any ground as to the Promoter rights, reserved.

(f) The Promoters shall be entitled to commence such balance and/or additional F.S.I. by constructing tenements to sell such tenements for such permissible user as the Promoters may think fit and proper to any person or persons for such consideration as the Promoters may in their absolute discretion deem fit and proper.

(g) The Promoters shall be entitled to raise the additional floors and/or construct the adjacent Wings to the said building as the Promoters may think fit and proper even though the Promoters might not have got the Plans sanctioned for the same at the time of execution of this Agreement and shall have full authority to get the Plans sanctioned and construct additional floors/adjacent wings and the Allottee/s hereby accords his /her/its irrevocable consent for the same.

(h) The structure/construction which may be put up for consuming the balance and/or additional F.S.I. available for the F.S.I. available by demolition of the existing structure or otherwise shall always be deemed to be a part of the existing structure or as if the said plans were seen and approved by the Allottee/s even though such plans may be sanctioned in future.

(i) The Allottee/s and all the other Buyers of the Units in the said building shall not have any right, title, claim or interest in respect of the F.S.I. as stated above, open spaces, parking spaces, common areas, inclusive of the garden area and that the rights of the Allottee/s is confined only to the Apartment agreed to be sold.

(j) Irrespective of the possession of the said Apartment being given to the Allottee/s and/or the Management being given to the Society the rights under this clause and/or under this agreement reserved for the Promoters for exploiting the potentiality of the property described in the Schedule hereunder written shall be subsisting and shall continue to vest in the Promoters.

16.7 Subject to the provisions of this Agreement, the Promoters shall be entitled to sell, assign, transfer or otherwise deal with their rights and interest in the said property or in building/s to be constructed thereon. Provided that in such event, the Allottee /s herein and/or Assign/s of the Promoters, shall continue to be bound in all respects by the terms and conditions set out in this Agreement.

16.8 The Promoters may complete the said building/s or any part thereof or floor and obtain part occupation certificate thereof and give possession of premises therein to the Allottee/s of such flats/premises and the Allottee/s herein shall have no right to object to the same and will not object to the same and he hereby gives his specific consent to the same. If the Allottee/s takes possession of premises in such part completed and/or floor or otherwise the Promoters and/or its Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of in the said property including the building in which the said flat is situated. The Allottee/s herby grant full rights to the Promoters to construct additional floors or structures in the manner the Promoters deem fit including by availing full benefits of the FSI presently available or shall be made available in future in and over the said property in the

manner the Promoters deem fit. The Allottee/s is aware that such construction may cause inconvenience to the Allottee/s, and agrees and assures to the Promoters that the Allottee/s shall not protest, object to or obstruct the execution of such work nor the Allottee/s shall be entitled to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her or any other person/s. The Allottee /s shall co-operate with the Promoters in further construction at the said property.

16.9 The Promoters have agreed to sell and Allottee/s have agreed to purchase the said Apartments on the basis of the disclosure made under this Agreement and no extraneous and outstanding materials including promotion materials if any published by the Promoters shall be taken into consideration and all the outside extraneous materials or the information given by the separate leaflets are hereby waived and given go-bye.

16.10 The Promoters shall have first lien and charge on the said premises agreed to be acquired by the Allottee/s in respect of all the amounts payable by the Allottee/s remaining unpaid and interest thereon under the terms and conditions of this Agreement.

16.11 The Allottee/s are entitled to let, sub let assign/transfer of the benefit of this Agreement provided the Allottee/s have paid entire purchase consideration and all the other dues payable under this Agreement to the Promoters and only after the declaration by the Promoters that the project is completed in all the respects and all the terms and conditions of this Agreement have been observed and performed by the Allottee/s**.** The Allottee/s and person to whom the said premises are let, sub-let, transferred, assigned or given possession of, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Promoters as the case may be, require for safeguarding the interests of the Promoters and/or of the other Apartment

Allottee/s of the premises in the building, in keeping with the provisions of the Agreement.

17. **SECURITIZATION AND LOAN:**

17.1 The Purchaser accords his irrevocable consent to the Developer to securitize the Sale Consideration and/or part thereof and the amounts receivable by the Developer under this Agreement and to assign to banks/financial institutions or any other person the right to directly receive from the Purchaser the Sale Consideration or any part thereof. The Purchaser upon receipt of any such intimation in writing by the Developer agrees and undertakes to pay without any delay, demur, deduction or objection to such bank/ financial institution, the Sale Consideration or any part thereof and/or the other amounts payable under this Agreement. The Developer confirms that the same shall be valid payment of the Sale Consideration and discharge of the Purchaser's obligations hereunder.

17.2 The Purchaser shall subject to the prior written consent of the Developer and subject to the approval of the concerned statutory authorities where applicable shall be entitled to avail loan from a bank/financial institution and to mortgage the said Flat even after possession of the said Flat is handed over to the Purchaser. The Developer will express its no-objection to the Purchaser availing of such loan and mortgaging the said Flat provided there are no amounts due and payable by the Purchaser to the Developer under the terms of this Agreement. Provided further that the Developer shall not incur any liability/obligation for repayment of the loan in any manner whatsoever to such bank/financial institution and such mortgage in favour of such bank/financial institution shall always be subject to the Developers' first lien and charge on the said Flat in respect of the unpaid amount payable by the Purchaser to the Developer under the terms and conditions of this Agreement.

The Purchaser shall be solely liable to bear and pay all the amounts, charges, premiums, fees required to be paid to the concerned authority/s including the said Society (as and when demanded) for the creation of such mortgage / charge/ lien on the said Flat as and when demanded by the concerned authorities and only upon compliance of all the terms and conditions for the creation of mortgage / charge/ lien on the said Flat, as imposed by the concerned authorities and the Developer, shall be Purchaser be entitled to create mortgage / charge/ lien on the said Flat. The Purchaser alone shall liable for repayment of the loan amount with interest and penalties if applicable to such bank/financial institution and the Developer shall not be responsible or liable for the same in any manner whatsoever. It shall be the responsibility of the Purchaser to inform the Society about the lien/charge of such bank/financial institution and the Developer shall not be responsible or liable for the same in any manner whatsoever.

18. **LOCK-IN-PERIOD:**

18.1 **Lock-in-Period:** The Purchaser shall not transfer assign or part with the said Flat, interest or benefit of this Agreement or part with the possession and/or personal license of the said Flat for a 'lock-in period' beginning from the date of this Agreement upto possession date,. For any such transaction after the lock-in period and upto the formation of the Society, the Purchaser will require a written consent in the form of a No Objection Certificate (NOC) from the Developer, along with payment of a processing charge at the rate of 4% (Four percent) on the deal value of the resale or then on-going selling rate calculated on a per square foot basis, whichever is higher. The Developer shall have sole discretion with respect to granting the NOC or not, or granting the same with applicable conditions as the Developer deems fit.

19. FACILITY MANAGEMENT:

19.1 Notwithstanding the other provisions of this Agreement, the Developer shall be entitled to nominate any one or more persons ("**Facility Management Agency**") to manage the operation and maintenance of the said Building, common amenities, common areas, facilities and infrastructureonthesaidLandoranyportionthereofafterthecompletion of the development of the said Building or as may be determined by the Developer in its sole discretion. The Developer shall have the authority and discretion to negotiate with such Facility Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Management Agency shall be borne and paid by the purchasers and/or occupants of the said Building including the Purchaser on a pro rata basis, as part of the development and common infrastructure charges referred to herein. Such charges may vary and the Purchaser agrees that it shall not raise any dispute regarding the appointment of any Facility Management Agency by the Developer for any of the buildings that may be constructed on the Free Sale Land a including the said Building or towards the maintenance charges determined by such agency. It is agreed and understood by the Purchaser that the cost of maintenance of the said Building and the said Land and other common areas, facilities and infrastructure in the Free Sale Land shall be borne and paid by only the Purchaser and other purchasers/occupants on a pro-rata basis; The Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Developer and/or the Facility Management Agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable, from time to time. The Purchaser is aware that the Developer is not in a business of providing services proposed to be provided by the Facility Management Agency. The Parties hereto agree that the Developer is not and shall not be responsible or liable in connection with any defect or the performance or non-

performance or otherwise of the services provided by the Facility Management Agency.

19.2 The Purchaser hereby agrees to pay his share of costs, charges, expenses and fees payable for the said services to the Developer or the Facilities Management Agency as the case may be. Thereafter, the Society/ Apex Body of flat Purchaser/s shall enter into Maintenance and Service Agreement with the Developer and/or the said Facilities Management Agency appointed by the Developer for Maintenance and Services in the said Building for such fees and on such terms and conditions as may be agreed upon. This condition is the essence of this Agreement.

19.3 The Purchaser states that it is in his/her/its/their interest to help the Facility Management Agency in effectively keeping the flat(s) and the said Building secured in all ways. The Purchaser(s) hereby agrees and accepts that for security reasons, the Facility Management Agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/visitors to the same Building. However, it has been made clear to the Purchaser(s) that the entire internal security of the said Flat shall be sole responsibility of the Purchaser/ occupant and the Developer or the Facility Management Agency shall not be responsible for any theft, loss or damage suffered by the Purchaser/ occupant.

20. **WAIVER:-**

2.1 Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of the agreement or any forbearance or giving of time to the Allottee/s by the Promoters shall not be construed as a waiver or acquiescence on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee/s and shall not in any manner prejudice the rights of the Promoters.

21. **SEPARATE ACCOUNT:-**

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

22. **NO GRANT OR DEMISE OR ASSIGNMENTS:-**

22.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building r any part thereof. The Allottee shall have no claims and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreations paces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as herein before mentioned.

23. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-

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

24. BINDING EFFECT:-

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and

delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s)fails to execute and deliver to the Promoter this Agreement within 30(thirty)days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within15 (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.

25. STAMP DUTY AND REGISTRATION CHARGES:-

The Allottee/s /s shall bear and pay requisite stamp duty on this agreement in accordance with the provisions of Bombay Stamp Act and shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act forthwith inform the Promoters the serial number under which the same is lodged to enable and the Promoters to attend such office and admit execution thereof. The stamp duty and registration and legal expenses shall be paid by all the Allottee/s.

26. ENTIRE AGREEMENT:-

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

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

27. RIGHT TO AMEND:-

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

28. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES:-

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

29. SEVERABILITY:-

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably in consistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under 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.

30. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area

of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

31. 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 contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

32. 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 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.

33. **REGISTRATION OF AGREEMENT:-**

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 and the Promoter will attend such office and admit execution thereof.

34. **NOTICES:-**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or

the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee: (1)_____

(2)_____

Address of Allottee: _____

_____

_____

Notified Email ID: _____

RADHEYA CONSTRUCTION CO.,
118 Goyal Shopping Arcade,
Junction of S. V. Road & L. T. Road,
Opp. Borivli Railway Station,
Borivli West, Mumbai 400 092.

Email ID: speaktoradheya@gmail.com

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.

35. 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.

36. **DISPUTE RESOLUTION:-**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably which shall be referred to the Authority as per the provisions of Real Estate

(Regulation and Development) Act, 2016, Rules and Regulations, there under.

37. GOVERNING LAW:-

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

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

FIRST SCHEDULE ABOVE REFERRED TO

(Description of the free hold/lease hold land and all other details)

ALL THAT PIECES or parcels of land bearing Survey No. 96, H. No. 5, corresponding C.T.S. No. 2250/A together with the structures standing thereon admeasuring 536.60 sq. mtrs. or thereabouts as per the Property Registered Card together with the existing old building consisting of ground plus four floors with 3 flats on each floors having total 15 flats constructed in the year 1981 and more popularly known as **Nalini Bhuvan Co-operative Housing Society Ltd.** standing thereon situate, lying and being at Revenue Village Eksar and Taluka Borivli, with the registration Sub District Mumbai Suburban at D. N. Mhatre Road, Borivli (W) and bounded as follows:

On or towards North	: CTS No. 2249/A
On or towards South	: 13.40 mts. wide existing D.N. Mhatre Road,
On or towards East	: CTS No. 2249/2 of Eksar
On or towards West	: CTS No. 2256 & CTS 2262 of Eksar.

SECOND SCHEDULE ABOVE REFERRED TO :

(Here set out the nature, extent and description of common area and facilities).

SIGNED AND DELIVERED BY THE

WITHIN NAMED PRMOTERS

M/S. RADHEYA CONSTRUCTION CO.

Through its Partner

Shri._____

WITNESSES:

1. Name:_____

2. Name:_____

SIGNED AND DELIVERED BY THE

WITHIN NAMED ALOTTEE

(INCLUDING THE JOINT BUYERS)

SHRI/SMT/M/S._____

_____

_____

In the presence of

WITNESSES:

3. Name:_____

4. Name:_____

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Dated this ____ day of _____, 2019

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M/s. RADHEYA CONSTRUCTION CO.

…Promoters/Developers

A N D

Mr./Mrs._____

_____

_____

…Allottee/s/Purchasers

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AGREEMENT FOR SALE OF FLAT IN THE BUILDING "NALINI BHUVAN CHS LTD." AT EKSAR, D. N. MHATRE ROAD, SAINATH NAGAR, BORIVLI (W), MUMBAI 400 103.

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FLAT NO: _____

FLOOR: _____