NOTE- ***This is a specimen draft Agreement and is subject to iterations based on specific terms and conditions that may be negotiated with each of the purchasers of premises in the building (including changes based on sale of the premises with agreed amenities or on a 'bare-shell' basis). The document that will be executed with each purchaser will contain the specific terms agreed upon- accordingly, in the event of this draft being circulated, the same shall not be deemed to prejudice the rights of the Promoters.***

AGREEMENT FOR SALE

THIS AGREEMENT **("this Agreement")** is made at Mumbai this _____ day of _____ 2023,

BETWEEN

SEASONS AVENUES PROPERTIES, a partnership firm, having its registered address at 701, Seasons Avenue, Linking road, near Ramkrishna Math, Khar (W), Mumbai- 400052, hereinafter referred to as the **"Promoters"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner(s) for the time being constituting the said firm, the survivor(s) of them and the heirs, executors and administrators of the last surviving partner) of the **ONE PART,**

AND

_____, having his/her/their address at _____

_____,

hereinafter referred to as the **"Allottee(s)"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include (a) in the case of individual persons, his/ her/ their respective heirs, executors, administrators and permitted assigns, (b) in the case of a firm, the partner/s for the time being constituting the firm, the survivor/s of them and the heirs, executors administrators and permitted assigns of the last surviving partner, (c) in the case of a company, its successors in title and permitted assigns) of the **OTHER PART:**

The Promoters and the Allottee(s) are hereinafter collectively referred to as **"Parties"** and individually as **"Party"**.

W H E R E A S: -

A. The Trimurti Co-operative Housing Society Limited, a co-operative society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/HSG/ 537 of 1963, having its registered office at Plot CTS No. 411A to 411B and 419 of Village Bandra-G at Junction of North Avenue Road and Sarojini Road & 15th road, Santacruz (W), Mumbai 400 054 (hereinafter referred to as the **"Society"**) is absolutely seized and possessed of or otherwise well and sufficiently entitled to a plot of land bearing Plot No. CTS Nos. 411A, 411B & 419, admeasuring 2,325.8 square meters (as recorded in the Property Register Card thereof), (more particularly descried in the **First Schedule** hereunder written and hereinafter referred to as the "**Property**"). A building named "Trimurti", comprising of 3 wings (A/B & C) having Ground + 3 floors with a total of 40 residential flats therein (hereinafter referred to as the **"Old Building"**) stood on the Plot, and has been demolished. The said forty flats in the Old Building were owned/held by the forty members of the Society (hereinafter referred to as the **"Members"**).

B. By a Development Agreement dated 27th February, 2020 read along with Supplementary Development Agreement dated 7th October, 2020 & Second Supplementary Development Agreement dated 15th June, 2021 executed by and between the Society of the First Part, the Members listed therein of the Second Part, and the Promoters herein of the Third Part and registered with the office of the Sub-Registrar of Assurances at Bandra under Serial No.BDR-9-2775-2020, Supplementary Development Agreement registered under Serial No. BDR- 18-8063-2020 & Second Supplementary Development Agreement registered under Serial No. BDR-18-7324-2021 (hereinafter referred to as the **"Development Agreement"**), development rights in respect of the Property were granted to the Promoters for the consideration and on the terms and conditions more particularly set out therein. Pursuant to the Development Agreement, vide a Power of Attorney dated 02nd March, 2020 (registered with the office of the Sub-Registrar of Assurances at Bandra under Serial No. BDR-9-2776-2020), the Society granted the required powers to carry out and complete the redevelopment of the Property.

C. Thus, the Promoters herein are well and sufficiently entitled to redevelop the Property under the provisions of the law as amended from time-to-time by utilizing and consuming the available FSI and additional FSI on the Property.

D. The Promoters envisaged the redevelopment of the Property by constructing a new building or buildings and structures thereon (hereinafter referred to as the **"New Building"**) and utilizing therefor the entire development potential as per the provisions of the Development Control and Promotion Regulations 2034 for Greater Mumbai including any modifications, amendments thereto or notifications thereunder from time to time (**"DCP Regulations"**). The Promoters are in the process of constructing the New Building on the Property as per the plans approved by the Municipal Corporation of Greater Mumbai **("MCGM")** (with such amendments thereto as the Promoters deem fit), and the Promoters have named the project/ New Building **"Seasons Trimurti"**. The New Building shall comprise of (i) Two common basements, (ii) stilts at ground floor, (iii) one common podium for amenities, etc., (iv) Fourteen residential floors of Wing "A" & Wing "B" above common podium containing flats. The New Building will contain inter alia the new flats of the forty members of the Society (hereinafter referred to as the **"Members"**) and the Promoters' flats, along with common areas and amenities. The Promoters are utilizing the primary FSI of the Property, TDR/FSI, Premium paid FSI, Fungible FSI etc., for the development of the Property.

E. In terms of the Development Agreement, the Promoters are constructing forty new flats for the Members in the New Building which are located from the second floor (counting from ground floor/stilts) upto the ninth floor (hereinafter referred to as the **"Members' New Flats"**) and are providing to the Members a total of eighty car-parking slots located in the New Building (the **"Members' New Car-parking Spaces"**). The Development Agreement provides that, besides the Members' New Flats and the Members' New Car-parking Spaces, (i) the balance of the flats (with or without attached terraces) in the New Building, and (ii) the balance of the car-parking spaces available in the project (including those in the stilts, basements, compound, and within or as part of any mechanized parking systems that may be installed by the Promoters), belong to the Promoters with full rights to sell/ allot/ lease/ grant license/ deal with the same and appropriate the proceeds unto themselves and to enter into agreements for the same (other than the 'Reserved Promoters' Flats' as detailed below). As per the terms of the Development Agreement, the Promoters have kept unsold and unencumbered the one flat contained in 10th floor of the New Building imme-

diately above the floors containing the Members' New Flats, collectively admeasuring approximately 3000 square feet RERA carpet area (hereinafter referred to as the **"Reserved Promoters' Flats"**) until such time the Occupation Certificate is received by the Promoters, as a security available to the Society. On receipt of the Occupation Certificate of the New Building from the MCGM, the Reserved Promoters' Flats shall ipso facto automatically and forthwith come to an end to all intents and purposes and the Promoters shall thereafter be entitled to sell/ deal with the same as they deem fit.

F. The details pertaining to the title/rights/entitlement of the Promoters and the Society to the said Property are set out in the Title Certificate dated 23rd October, 2020, issued by M/s. Precept Legal, Advocates of the Promoters, a copy whereof is annexed hereto as **Annexure "A"**. A copy of the Property Register Card of the Property is annexed hereto as **Annexure "B**".

G. The MCGM has sanctioned plans for construction of the New Building and has issued its Intimation of Disapproval ("**IOD**") dated 10.08.2021 bearing No. P-5816/2020/(411 and other)/H/W Ward/BANDRA-G/337/New and Commencement Certificate (**"CC"**) dated 26.02.2020 bearing No. P-5816/2020/(411 and other)/H/W Ward/BANDRA-G/CC/1/New to commence construction upto top of stilts of the New Building, and the Promoters shall obtain further approvals from various authorities from time-to-time which shall be accessible on the RERA site maintained for the project for perusal by the Allottee(s), so as to obtain the Occupation Certificate of the New Building. A copy of the aforesaid IOD and CC issued by MCGM are annexed hereto as **Annexure "C"**.

H. The Promoters have appointed Pushkar Consultants, registered with the Council of Architects, as the architects of the project. The Promoters have appointed U D Chande LLP Structural Engineers, for the preparation of the structural designs and drawings of the New Building. The Promoters are entitled to appoint any other architects or Structural Engineers in place of them or any other professionals as the Promoters may deem fit.

I. As required by the Real Estate (Regulation and Development Act) 2016 (**"RERA"**), the Promoters have registered the project with the Maharashtra Real Estate Regulatory Authority (**"MAHA-RERA"**) and is issued Registration No. _____ dated _____. A copy of the registration certificate issued by the authority is annexed hereto as **Annexure "D"**.

J. The Allottee(s) herein has/have demanded from the Promoters and have been given inspection of all documents relating to the development of the Property, as well as the IOD, Commencement Certificate, plans, designs and specifications prepared by the Promoters' Architects, and of such other documents as are specified under RERA and the Rules and Regulations made thereunder.

K. The Allottee(s) herein, being fully satisfied with the rights of the Promoters to develop the Property, has/have approached the Promoters for the purchase of **Flat No.** [●] on the [●] floor of the New Building (counting from above the ground level) (hereinafter referred to as the **"Flat"**). The Flat is more particularly described in the **Second Schedule** hereunder written.

L. The Promoters have the right to sell the Flat in the New Building being constructed by the Promoters, to enter into this Agreement with the Allottee(s) of the Flat and to receive the Sale Price (as defined hereinbelow) in respect thereof.

M. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down and will further lay down from time-to-time certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the New Building.

N. The Promoters and the Allottee(s) have held detailed negotiations of the terms and conditions of the sale of the Flat, pursuant thereto, the Promoters have agreed to sell to the Allottee(s) and the Allottee(s) has/have agreed to purchase from the Promoters the Flat, for a consideration of **Rs._____/- (Rupees _____)** (which excludes all amounts/ deposits etc. payable under this Agreement) (hereinafter referred to as the **"Sale Price"**).

O. As per the applicable provisions of RERA, the carpet area of the Flat shall be _____ square feet RERA carpet area equivalent to _____ square meters. The aforesaid area excludes the areas of the balconies, the area whereof is _____ square feet equivalent to _____ square meters, which area(s) has/have been included in FSI and forms part of the Flat in the plans approved by the MCGM).

P. Annexed to this Agreement are copies of the following documents: -

i. Annexure "A" : Title Certificate issued by the Promoters' Advocates;

ii. Annexure "B" : Property Register Card and City Survey plan in respect of the Property;

iii. Annexure "C" : Copies of the I.O.D. and the Commencement Certificate issued by the MCGM;

iv. Annexure "D" : A copy of the registration certificate of the project issued by MAHA-RERA.

v. Annexure "E" : Floor plan of the Flat;

vi. Annexure "F" : List of amenities agreed to be provided in the New Building and in the Flat

Q. Under section 13 of RERA, the Promoters are required to execute a written agreement for the sale of Flat with the Allottee(s), being in fact these presents, and to register the same under the Registration Act, 1908.

R. This Agreement shall be subject to the provisions of RERA, RERA Rules and all other Rules, Regulations, Office Orders, Circulars and Rulings made thereunder and/or by the Authority/Appellate Tribunal from time-to-time.

S. The Allottee(s) confirm(s) that prior to the execution of this Agreement, he/she/they was/were provided with a draft of this Agreement and had sufficient opportunity to go through the same and that the Allottee(s) has/have understood the terms and conditions. The Allottee(s) confirm(s) that prior to the execution of this Agreement, he/she/they was/were given full, free and complete inspection of all documents relating to the development of the Property including the Development Agreement, IOD, Commencement Certificate, drawings, plans and specifications of the New Building, the approvals/ permissions for construction/ development and had sufficient opportunity to go through the same and verify the same with his/her/their consultants/ advisers, and that the Allottee(s) is/are satisfied with and have accepted the same.

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

1. RECITALS FORM AN OPERATIVE PART OF THIS AGREEMENT.

The recitals of this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part hereof and shall be interpreted, construed and read accordingly.

2. INSPECTION OF DOCUMENTS PRIOR TO PURCHASE.

The Allottee(s) confirm(s) that prior to the execution hereof, the Allottee(s) has/have been given full, free and complete inspection of all documents relating to the development of the Property including the Development Agreement, IOD, Commencement Certificate, drawings, plans and specifications of the New Building, the approvals/ permissions for construction/ development. The Allottee(s) has/have prior to the execution of this Agreement satisfied themselves about the title to the Property, the terms and conditions of the Development Agreement, the rights of the Promoters to develop the Property and to sell the Flat to the Allottee(s) and the Allottee(s) shall not be entitled to further investigate the title to the Property or the Promoters' right to develop the same and no requisition or objection shall be raised upon it or any matter relating thereto. The Allottee(s) is/are aware that while the Promoters have obtained some of the approvals from the MCGM, other approvals (or amendments to approvals) may be received from time-to-time, and the Allottee(s) has/ have agreed to the same. The Allottee(s) further confirm(s) that he/ she/ they have executed this Agreement after having read, understood, and agreed to the terms hereof.

3. THE NEW BUILDING.

3.1. The Promoters are constructing on the Property more particularly described in the First Schedule hereunder written the New Building named **"Seasons Trimurti"** by utilizing and consuming the present development potential thereof including fungible FSI, Premium paid FSI, TDR, road width FSI, etc., and all other development potential as may be permissible under the DCP Regulations and/or other rules/ bye laws of the authorities and as per the Development Agreement, and in accordance with the plans, designs, specifications approved by the MCGM with such variations and modifications as the Promoters, at their discretion, may consider necessary or as may be required by the concerned local authority/ government to be made in them or any of them as long as the such change does not affect the location, layout and area of the Flat. Notwithstanding anything contained in this Agreement, the Promoters are entitled, at their discretion, and the Allottee(s) hereby give(s) the Promoters permission, to make changes to any other flats in the New Building (including changing the internal layouts, merging two flats or parts thereof, dividing flats, creating penthouses or duplex/ triplex flats etc)-

3.1.1. Provided that the Promoters shall obtain prior consent in writing of the Allottee(s) in respect of variations or modifications if the same adversely affect the Flat and/or its carpet area and or its location and/or layout;

3.1.2. Provided further that in the construction of the New Building, the Promoters will utilize any increased FSI that may become available (whether under the D.C.P. Regulations 2034, or otherwise) subject to the provisions of RERA and

the Rules and regulations thereunder and subject to the Development Agreement.

3.2. The Allottee(s) has/have inspected all plans of the New Building and has/have understood the various calculations of FSI and areas as approved by the MCGM and agrees and confirms that they shall not raise any objection or grievance in respect thereof.

4. SALE OF THE FLAT AND THE SALE PRICE.

4.1. The Allottee(s) hereby agree(s) to purchase and acquire from the Promoters and the Promoters hereby agree to sell to the Allottee(s) the Flat, namely, **Flat No. ____** on the **_____ floor** of the New Building (counting from the ground floor/stilt level of the New Building) as shown on the floor plan thereof, annexed hereto and marked Annexure "E" for the Sale Price of **Rs._____/- (Rupees _____)** (which is inclusive of the proportionate price of the common areas and facilities appurtenant to the Flat; the nature, extent and description of the common areas and facilities are more particularly described in the **Third Schedule** hereto, but excludes all other amounts, payments, deposits, etc., listed in the **Fifth Schedule**). The Promoters also grant to the Allottee(s) the exclusive use of the balconies forming part of the Flat and the area(s) thereof are detailed in Clause 5 hereof.

5. CARPET AREA OF THE FLAT.

5.1. As per the applicable provisions of RERA, the carpet area of the Flat shall be ____ square feet RERA carpet area (equivalent to _____ square metres). The aforesaid area excludes the areas of the deck(s)/balcony(ies), area whereof is ____ square feet equivalent to _____ square metres, which deck(s)/balconies are covered in FSI and are a part of the Flat in the plans approved by the MCGM. The aforesaid balcony/(ies) shall exclusively belong to the Allottee(s) and shall be considered as a part of the Flat. The aggregate area of the Flat along with the area(s) of the deck(s)/balcony(ies) is _____ square carpet feet equivalent to _____ square meters (**"Total Flat Area"**).

5.2. On the Promoters erecting the brick/block work of the peripheral walls of the Flat and completing cement plaster of the same, the Promoters shall intimate the same to the Allottee(s). The Allottee(s) is/are entitled, within seven days of such intimation, to measure the Flat and satisfy himself/herself/themselves that the carpet area of the Flat is not less than the agreed carpet area mentioned in Clause 5.1 hereof, after which period (i) the carpet area shall be deemed to have been accepted by the Allottee(s), and (ii) the Promoters are entitled to commence and proceed with the finishing work and all other works of or related to the Flat.

6. VARIATIONS IN THE CARPET AREA.

6.1. A variation in the carpet area of the Flat shall be accepted by the Allottee(s) upto 3% (three percent) of the Flat. The Promoters shall inform the Allottee(s) of any variation in the carpet area of the Flat (subject to a variation cap of three percent) along with their Architects' certificate in respect thereof. If there is any reduction in the carpet area then the Promoters shall refund the excess money paid by the Allottee(s) within forty-five days of such intimation along with interest at the rate specified in the rules framed under RERA. If there is any increase in the carpet area allotted to

Allottee(s), the Promoters shall demand additional amount from the Allottee(s) and the Allottee(s) agree/s that the same shall be payable and shall be paid along with the Installment of the Sale Price immediately following such intimation by the Promoters. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4 of this Agreement. The certificate issued by the Architects of the Promoters pertaining to the area of the Flat shall be binding on the Parties hereto.

6.2. Subject to Clause 6.1 hereof, the Sale Price is escalation-free, save and except escalations/ increases due to increase on account of development charges payable to the MCGM/ other authorities and/or any other increase in charges which may be levied or imposed by the MCGM or other authorities from time to time. The Promoters undertake and agree that while raising a demand on the Allottee(s) for increase in development charges, cost, or levies imposed by the MCGM/ other authorities, the Promoters shall enclose the said notification/order/ rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee(s). The Allottee(s) hereby agree/s and undertake/s to make payment of such increases in levies and/or such new levies/ taxes/ development charges within the notice period that will be mentioned by the Promoters in their written intimation to the Allottee(s) and the Allottee(s) hereby agree(s) and undertake(s) to indemnify and keep indemnified the Promoters and all persons claiming through them in respect thereof.

7. INSTALLMENTS OF THE SALE PRICE.

7.1. The Sale Price and the instalments for payment thereof which are agreed to between the Parties are more particularly set out in the **Fourth Schedule** hereunder written (each payment of the Sale Price being hereinafter referred to as **"Installment"** and all payments of the Sale Price being collectively referred to as **"Installments"**).

7.2. The Installments shall be paid by the Allottee into Account Number **[●]** held by the Promoters with **[●] Bank**, or any such other account as may be intimated in writing by the Promoters to the Allottee(s).

7.3. **Loans availed of by the Allottee(s).** Notwithstanding the restriction on transfer of the Flat contained in this Agreement, if the Allottee(s) has/have availed of/ is availing of a loan from any banks/financial institutions for the purchase of the Flat, it shall nevertheless be the responsibility of the Allottee(s) to ensure payment of the Installments of the Sale Price (whether from such banks/ financial institutions or from their own resources or alternate resources) on the due dates- the Allottee(s) cannot seek additional time for payment in the event such banks/ financial institutions do not make payment of any of the Installments for any reason whatsoever. Any lien over the Flat created in favour of such banks/ financial institutions shall be subject to the Promoters' first lien and charge on the Flat in respect of unpaid Installments towards the Sale Price and all other amounts/ deposits payable by the Allottee to the Promoters under the terms and conditions of this Agreement and shall not in any manner jeopardize the rights of the Promoters.

7.4. **Third Party Payments.** In the event any third party making any payments/ remittances on behalf of or at the instance of the Allottee(s), such third party shall not have any rights whatsoever over or to the Flat or under this Agreement, and all payment receipts will be issued in the name of the Allottee(s) alone.

7.5. **TDS Provisions.** Tax at source, as applicable, shall be deducted from the Sale Price (TDS) provided however that the Allottee(s) shall be liable to submitting the original tax deduction certificate within 30 (thirty) days of the same being required to be paid into the government treasury and the Promoters shall acknowledge the same only upon the Allottee(s) submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site. If at the time of taking possession of the Flat, such TDS certificates are not furnished, the Allottee(s) shall deposit such equivalent amount as interest free deposit with the Promoters, which deposit shall be refunded by the Promoters on the Allottee(s) producing such certificates within two months from the Allottee(s) taking possession of the Flat. Provided further that in case the Allottee(s) fail(s) to produce such certificate within the stipulated period of two months, the Promoters shall be entitled to appropriate the said deposit against the receivable from the Allottee(s). In this regard, the Allottee(s) acknowledge(s) that the Allottee(s) has/have received from the Promoters, the permanent account number allotted to the Promoters under the provisions of the Income Tax Act, 1961, and the same is also stated in this Agreement.

8. APPROPRIATION/ ADJUSTMENTS OF THE INSTALLMENTS OF THE SALE PRICE. The Allottee(s) expressly authorize(s) the Promoters to adjust/appropriate all payments made by him/her/them under any heads of dues against outstandings, if any, as the Promoters may in their sole discretion deem fit (which shall be without prejudice to the rights and remedies of the Promoters under this Agreement and at law), and the Allottee(s) agree(s) that the Allottee(s) has/have no right to object/demand/ direct the Promoters to adjust his/her/their payments in any manner.

9. GST AND OTHER IMPOSTS.

9.1. The Sale Price and all other amounts payable by the Allottee(s) under this Agreement exclude Goods And Services Tax ("**GST**") or any other taxes, duties or dues which are currently applicable or which may hereafter be applicable in respect of the sale of the Flat or which are currently applicable or which may hereafter be applicable in connection with the construction of and carrying out the said development project) all of which are the liability/ responsibility of the Allottee(s) alone. Accordingly, the Allottee(s) alone is/are responsible to pay the GST and all other imposts on the Sale Price or any other amounts/ deposits mentioned in this Agreement and/or in respect of the transaction contemplated herein (whether applicable/payable now or which may become applicable/payable in future).

9.2. If on account of change/amendment in the present laws, rules, regulations or on account of enactments of new laws by the Central and/or State Government and/or by the MCGM or any other authorities, any taxes/premiums/ amounts become payable hereafter on the amounts payable by the Allottee(s) to the Promoters related to the purchase of the Flat by the Allottee(s), or if any of the current taxes, duties or dues are increased by any authorities, the Allottee(s) shall be liable to bear and pay the increased amount or the new levies/ taxes.

9.3. The Promoters may allow, in its sole discretion, a rebate for earlier payments of the Installments payable by the Allottee(s) by discounting such early payments at such rate as the Promoters agree upon for the period by which the respective Installment has been brought forward. The provision for allowing rebate and such rate of rebate

shall not be subject to any revision/withdrawal, once granted to the Allottee(s) by the Promoters in writing.

10. CAR-PARKING.

10.1. The Promoters have agreed to allot to the Allottee(s) the use of ____ car-parking slot(s) in the *(place)* of the New Building. The car-parking slot(s) shall be of *(stand-alone or stack or mechanized)* type. Annexed hereto and marked **Annexure-____** is a plan showing the details of the car-parking slot(s) allotted to the Allottee(s).

10.2. The parking slots mentioned above shall be used only for the purpose of parking the vehicles of the Allottee(s) and for no other use and subject to the bye-laws, rules and regulations of the Society.

10.3. The Promoters are entitled to allot to other allottees of other flats such number of car-parking slots and at such locations within the project as they deem fit and the Allottee(s) herein shall have no claims or objections to the same.

10.4. The Allottee(s) agrees and undertakes to pay the requisite monthly dues, repair charges and maintenance charges of and related to the car-parking spaces as may be levied by the authorities and/or the Society (including without limitation charges towards Annual Maintenance Contracts that may be entered in by the Promoters or the Society in respect of the mechanized parking systems).

10.5. The Allottee(s) shall not cause the Society to change the allocation of parking spaces of other premises-owners/ allottees in the New Building.

11. ADHERENCE TO THE APPROVED PLANS/ PERMISSIONS

The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations, undertakings and restrictions if any, which may have been imposed by the concerned authorities at the time of sanctioning the plans (including amended plans) of the New Building or thereafter and shall, before handing over possession of the said Flat to the Allottee(s), obtain from the MCGM the Occupancy Certificate in respect of the New Building. Thereafter, the Allottee(s) shall adhere to and observe, perform and comply with all the terms, conditions, stipulations, undertakings and restrictions if any, which may have been imposed by the concerned authorities in respect of the sanctioned plans (or amended plans) of the New Building.

12. TIME IS OF THE ESSENCE.

Time is of the essence for the Promoters as well as the Allottee(s). The Promoters shall abide by the time schedule for completing the project and handing over the Flat to the Allottee(s) after receiving the Occupancy Certificate / part Occupancy Certificate of the New Building. Similarly, the Allottee(s) shall make timely payments of the Installments and other amounts/dues payable by him/her/them and shall meet the other obligations under the Agreement.

13. FLOOR SPACE INDEX.

13.1. The Promoters hereby declare that the Floor Space Index available as on date in respect of the Property is 6907.62 square meters only and the Promoters have planned to utilize the same by availing inter alia TDR or FSI available on payment of premi-

ums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the project.

13.2. The Promoters have disclosed the Floor Space Index of 6907.62 square meters as proposed to be utilized by them in the project and the Allottee(s) has/have agreed to purchase the Flat based on the proposed construction and sale of flats to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

14. CONSEQUENCES OF DELAY.

14.1. If the Promoters fail to abide by the time schedule for completing the construction of the New Building and handing over the Flat to the Allottee(s) as per the terms hereof, the Promoters shall pay to the Allottee(s), if so, demanded by the Allottee(s) and if the Allottee(s) do(es) not intend to withdraw from the project, interest as specified in the Rules framed by MAHA-RERA on all the amounts paid by the Allottee(s), for every month of delay till the date of offering possession of the Flat as per this Agreement. If the Allottee(s) decide(s) to withdraw from the Project, the Allottee(s) shall only have rights to receive back the amounts paid by the Allottee(s) to the Promoters and interest thereon as stated above, and shall cease to have any rights to the Flat, and the Promoters shall be entitled to deal with/ sell the same as they deem fit.

14.2. The Allottee(s) agrees to pay to the Promoters interest as specified in the Rules framed by MAHA-RERA, on all the delayed payments which become due and payable by the Allottee(s) to the Promoters under the terms of this Agreement from the date the said amounts are payable by the Allottee(s) to the Promoters. It has been agreed by the Parties that payments shall be made by the Allottee(s) within 7 (seven) days of a demand for the same being raised by the Promoters and, in the event the Allottee(s) does/do not make such payment within seven days of the issuance of the demand notice by the Promoters, the Allottee(s) shall be deemed to have committed default and shall be liable for the consequences thereof including payment of interest.

14.3. Without prejudice to the rights of the Promoters to charge interest in terms of sub-clause 14.2 above, on the Allottee(s) committing default in payment on the due dates of any amounts due and payable by the Allottee(s) to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authorities and other outgoings) and on the Allottee(s) committing three defaults of payment of Installments of the Sale Price or of any amounts due and payable under this Agreement, the Promoters at their own option, may terminate this Agreement:

Provided that the Promoters shall give notice of fifteen days in writing to the Allottee(s), by Registered Post AD at the address provided by the Allottee(s) and mail at the e-mail address provided by the Allottee(s), of their intention to terminate this Agreement and of the specific breaches of terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee(s) fail to rectify the breaches mentioned by the Promoters within the notice period then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, (i) the Allottee(s) shall cease to

have any rights over or to the Flat, (ii) the Promoters shall refund to the Allottee(s) [subject to adjustment and recovery of liquidated damages (which have been agreed by the Parties as ten percent of the Sale Price), interest, brokerage fees and all taxes, costs, charges, expenses suffered or incurred by the Promoters or any other amount which may be payable to the Promoters] within a period of thirty days of the termination, the Instalments of Sale Price of the Flat which may till then have been paid by the Allottee(s) to the Promoters, (iii) the Promoters shall thereafter be entitled to deal with, resell and/or dispose of the Flat in the manner as the Promoters may deem fit without any intimation, reference or recourse to the Allottee(s). In the event of termination of this Agreement by the Promoters, if any amount/s have been paid/ reimbursed by the Allottee(s) to the Promoters towards GST or any other imposts, the same shall be refunded by the Promoters to the Allottee(s) subject only upon the same being received by the Promoters from the concerned government/ statutory authorities and only to the extent received.

15. **AMENITIES, FIXTURES AND FITTINGS.** The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoters in the New Building(s) and the Flat as are set out in Annexure "____", annexed hereto. The Allottee(s) specifically agree that the Promoters are entitled, at their discretion, to alter the amenities or provide equivalent or additional or better amenities, and the Allottee(s) shall not raise any disputes or claims in that regard. The Promoters are also entitled, at their discretion to provide equivalent or additional or better amenities in other sale-flats or sell any flats as 'bare-shell' flats (i.e., devoid of any internal/ interior works), and the Allottee(s) shall have no claims against the Promoters or the other flat-purchasers/ allottees in this regard, and the Allottee(s) hereby give(s) the Promoters permission, to make changes to any other flats in the New Building (including changing the internal layouts, amenities, merging two flats or parts thereof, dividing flats, creating pent-houses or duplex/ triplex flats etc.).

16. **POSSESSION OF THE FLAT.**

16.1. The Promoters shall give possession of the Flat to the Allottee(s) on or before 31/12/2025 subject to the Allottee(s) having paid all Installments/ amounts payable as per this Agreement. If the Promoters fail or neglect to give possession of the Flat to the Allottee(s) on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand, to refund to the Allottee(s) the amounts already received by them in respect of the Flat with interest at the same rate as may mentioned in RERA, its rules and regulations, from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

16.2. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the Flat beyond the aforesaid date if the completion of the New Building in which the Flat 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.

17. **PROCEDURE FOR TAKING POSSESSION.**

17.1. The Promoters, upon obtaining the Occupancy Certificate from the MCGM and on receiving the payments of all amounts from the Allottee(s) as per this Agreement, and subject to the terms of the Development Agreement, shall offer in writing the possession of the Flat to the Allottee(s) in terms of this Agreement. The Allottee(s) shall take possession of the Flat within 15 days (and in any event not later than sixty days, but subject to the terms of this Agreement) of the written notice from the Promotor to the Allottee(s), by executing necessary possession letter, indemnities, undertakings and such other documentation as prescribed in this Agreement or in the Development Agreement or as may be required by the Promoters.

17.2. The Allottee(s) agree(s) to pay the maintenance charges of or related to the Flat as determined by the Promoters or by the Society, as the case may be, from the sixteenth day of the notice of the Promoters offering possession of the Flat as aforesaid, irrespective of whether or not the Allottee(s) take(s) possession of the Flat. In the event the Allottee(s) do(es) not make payment to the Promoters of all amounts due under this Agreement or does not take possession of the Flat from the Promoters, the Promoters shall not be liable for any deterioration of the interiors of the Flat or the amenities/ fixtures provided therein, and the Promoters shall not be liable to repaint/ touch-up the Flat or replace any fixtures/ fittings, all of which shall be the liability of the Allottee(s) alone.

17.3. While the electricity meters/ bills and other utility meters/ bills will initially be in the Promoters' name, it shall be the responsibility of the Allottee(s) to get the same changed to his/her/their name(s) at his/her/their own costs. For the said purpose the Promoters shall co-operate with the Allottee(s) and shall also execute such writings, consent letters as may be required.

17.4. The Allottee(s) agree(s) that the Promoters are entitled to frame rules and regulations inter alia for the maintenance of the New Building and the manner in which interior works/ fit-out works shall be carried out by purchasers/ allottees of premises in the New Building, and shall sign and execute, without demur, all such writings as nay be required by the Promoters in this regard at the time of taking possession of the Flat or at any time thereafter.

17.5. The Promoters are also entitled to appoint a 'facilities-management company' (**"FMC"**) to manage and maintain the New Building and the common areas, for which proportionate payments will be required to be made by the purchasers/ allottees of premises in the New Building. The Allottee(s) agree(s) to the aforesaid and agree/s to pay, without demur or delay, the proportionate contribution towards the fees of the FMC as decided by the Promoters.

17.6. The Allottees shall be liable to pay his/her/their proportionate share of taxes, charges, land revenue, assessments, outgoings and maintenance etc., as determined by the Promoters or the FMC, to the Promoters or to the FMC from the expiry of fifteen days from the date that the Promoters offer possession of the Flat to the Allottee(s).

17.7. Simultaneously with handing over the management of the New Building to the Society, the Promoters or the FMC so appointed shall furnish a Statement of Accounts of the deposits received by them towards Municipal taxes, maintenance charges and other outgoings from the flat-owners and the amounts expended towards the account of each holder/allottee of flats. The aforesaid deposits (less deductions paid towards

Municipal taxes, maintenance charges, house-keeping and maintenance charges, and other outgoings) shall be handed over to the Society simultaneously with handing over the management of the New Building to the Society.

18. **CONTINUED WORKS OF BEAUTIFICATION/ IMPROVEMENTS.** Notwithstanding anything contained herein and notwithstanding that the Promoters have obtained the Occupation Certificate in respect of the New Building, the Promoters are entitled to carry out works within the New Building or in the compound or to the parking systems or in the common amenities/ facilities being provided in the project (whether by way of landscaping, green areas, ornamental plants, lobby improvements & furniture, etc.) so as to enhance the aesthetics or to improve upon the facilities or to ensure a smooth and sustained functioning of the facilities/ equipment. The Allottee(s) is/are also aware that the interior works to other flats will continue beyond the Occupation Certificate. The Allottee(s) shall not obstruct such work being carried out nor shall he/she/they raise a claim of unfinished work by the Promoters, it being understood and agreed that once the Promoters have obtained the Occupation Certificate of the New Building and have completed the Flat of the Allottee(s) as per this Agreement, the Promoters are entitled to offer in writing the possession of the Flat to the Allottee(s) in terms of this Agreement.

19. **DEFECTS' LIABILITY.**

19.1. If within a period of five years from the date of the Occupancy Certificate of the New Building, the Allottee(s) bring(s) to the notice of the Promoters any 'structural defect' in the Flat or the New Building then, wherever possible, such defect shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee(s) shall be entitled to receive from the Promoters compensation for such defect in the manner as provided under RERA.

19.2. "Structural defects" or "defects" means defects in the construction of the New Building and shall always exclude wear and tear, loss or damage due to a Force Majeure, defects due to minor changes in the New Building/ the Flat on account of any variation in temperature/ weather, normal wear and tear or any defects in any branded material which are covered under manufacturer warranties. The Allottee(s) has/have been informed and are aware that all natural materials, including, marble, granite, natural timber, etc., contain veins and grains with tonal differences, and while the Promoters shall pre-select such natural materials for installation in the New Building and/or the Flat, their non-conformity, natural discoloration, or tonal differences/ variations at the time of installation will be unavoidable, besides which discolouration, reduction in shine/ sheen etc., would take place over time, and the Allottee(s) shall not claims defects for the aforesaid reasons. The Allottee(s) has/have also been informed and are aware that the warranties of equipment, appliances and electronic items installed in the New Building and/or in the Flat by the Promoters shall be as per the standard warranties provided by the manufacturers/authorized suppliers/authorized service providers and accordingly any defect in such equipment, appliances and/or electronic items and/or in the installation thereof shall be rectified in accordance with the warranties provided by the manufacturers/authorized suppliers/authorized service providers and it is agreed and acknowledged that beyond the manufacturer warranties, annual maintenance contracts with original manufacturers/authorized suppliers/ authorized service providers shall be obtained (i) by the Allottee(s) in respect of the equipment, appliances and/or electronic items installed in

the Flat, and (ii) by the Society in respect of the equipment, appliances and/or electronic items installed in the New Building.

19.3. The equipment, appliances and electronic items which form a part of the amenities agreed to be provided in the Flat shall be maintained, serviced and repaired by manufacturers/authorized suppliers/authorized service providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, appliances and electronic items are maintained, serviced and repaired in any manner by any person other than the manufacturers/authorized suppliers/ authorized service providers the Promoters shall not be liable to carry out any repairs or replacements.

19.4. It is understood and agreed that the Promoters shall also not be liable for any defects or damage if the same have been caused by reason of any breach by the Allottee(s) of the terms of this Agreement, or any act of default, negligence, commission or omission by the Allottee(s) and/or by any other owners/ allottees of premises in the New Building, or the same is a result of any internal/ interior or finishing works carried out by any of the flat-purchasers/ allottees to their respective flats. Further, such defects liability is subject to the proper use and maintenance all material/ equipment [including without limitation the elevators, pumps, fire-fighting equipment, air-conditioners (if provided), security systems, parking systems, sanitary-ware, electrical fittings, locking systems, doors, windows, etc.] and proper maintenance contracts being executed and kept subsisting with the manufacturers/ authorized suppliers/authorized service providers.

20. **USE OF THE FLAT.** The Allottee(s) shall use the Flat or permit the same to be used only for purpose of residence. The Car-Parking Spaces as allotted under this Agreement, shall be used for the purpose of the car-parking spaces only for purpose of parking the Allottee(s) vehicles and such use shall be strictly as per the bye-laws, rules and regulations of the Society.

21. **ADMISSION TO THE MEMBERSHIP OF THE SOCIETY.**

21.1. On receipt of the Occupancy Certificate of the New Building and on the Allottee(s) making payment of all amounts due under this Agreement, the Allottee shall sign all forms, applications, papers, documents and writings as may be required by the Promoters or the Society for admitting the Allottee(s) as member(s) of the Society and shall pay all requisite membership amounts, share money and the Society's corpus contribution. All of the aforesaid shall be forwarded by the Promoters to the Society who shall process and admit the Allottee(s) to the membership of the Society.

21.2. The Corpus payable by the Allottee(s) to the Society in respect of the Flat shall be as per the Development Agreement.

21.3. The Allottee(s) shall from time-to-time sign and execute the application for membership and all other papers, forms, writings and documents necessary for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoters within 7 (seven) days of the same being made available to the Allottee(s).

21.4. Considering that the title to the Property vests with the Society as stated in the Recitals hereof, no further vesting documents are required to be executed for transfer of title to the Property in favour of the Society.

21.5. The Allottee(s) is/are aware that the Society has been in existence since 1963 having been registered under the provisions of the Maharashtra Cooperative Societies Act 1960, under Registration No. BOM/HSG/537 of 1963 and that the Society will continue under the aforesaid registration and that no new society is thus required to be formed/ registered. The Allottee(s) is/are also aware that the Society is the owner/ title- holder of the Property, and that no further vesting documents are required to be executed in respect of the Property in favour of the Society. The Allottee(s) also agree(s) and accept(s) that the Society has granted development rights of the Property to the Promoters with rights to sell/ allot the sale-premises (other than the Members' New Flats) in the New Building and that the New Building, on completion of the Project, will belong to the Society and that the purchasers/allottees of such premises will be admitted to the membership of the Society and will be issued shares by the Society. The Allottee(s) accordingly agree(s) that the Promoters are not required to comply with the provisions of Section 11(4)(e) of RERA (pertaining to the formation of a cooperative society) or the provisions of Section 17 of RERA (pertaining to transfer of title of the Property to the Society). However, if the Society (comprising of its existing members and the purchasers/ allottees of premises in the New Building) requires compliance by the Promoters in respect of the aforesaid provisions of RERA, the Promoters shall comply with the same at the cost and expenses of the Allottee(s) and other flat-owners in the New Building, and the Allottee(s) shall be liable to incur and bear his/her/their proportionate share/contribution of the aforesaid costs and expenses including stamp duty and registration charges in respect thereof, and without any demur. The aforesaid compliance will not dilute or affect the Promoters' rights over unsold/ unallotted premises as per the Development Agreement or this Agreement.

21.6. Regardless of the same, if required by RERA, the Promoters will (subject to its unfettered right to dispose of the remaining premises and car-parking spaces in the New Building in accordance with the rights of the Promoters under the Development Agreement and this Agreement) execute such document as may be required to record the transfer/ conveyance of the Promoter's rights in respect of the Plot to the said legal entity of the flat-owners in the New Building (i.e., the Society), within three months from the date of issue of Full Occupation Certificate of the New Building.

21.7. Regardless of the same, if required by RERA, the Promoters will (subject to its unfettered right to dispose of the remaining premises and car-parking spaces in the New Building in accordance with the rights of the Promoters under the Development Agreement and this Agreement), within three months of obtaining Full Occupation Certificate of the New Building initiate the transfer to the Society of all the rights, title and the interest of the Promoters in the New Building in which the said Flat is situated.

21.8. Regardless of the same, if required by RERA, the Promoters will (subject to its unfettered right to dispose of the remaining premises and car-parking spaces in the New Building in accordance with the rights of the Promoters under the Development Agreement and this Agreement), within three months of obtaining Full Occupation Certificate of the New Building initiate the transfer to the Society of all the rights, ti-

tle and the interest of the Promoters in the project land on which the New Building is constructed.

21.9. The Promoters shall be entitled, but not obligated to, join as a member of the Society in respect of unsold premises and parking spaces in the New Building, if any. The Promoters shall not be liable or required to bear and/or pay any amount by way of 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 and unallotted parking spaces save and except the municipal taxes at actuals (levied on the unsold premises), proportionate contribution towards the maintenance charges payable by all the members of the Society per month in respect of each unsold/unallotted premises save and except as may be provided in the Development Agreement.

21.10. The Society shall be responsible for the operation and management and/or supervision of the New Building and the Allottee(s) shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

22. TERRACES ATTACHED TO ANY PREMISES.

22.1. The Promoters have informed the Allottee(s) and the Allottee(s) is/are aware that in terms of the Development Agreement, any open areas or terraces attached to or adjacent to any of the sale premises of the Promoters are for the exclusive benefit of the premises to which such terraces are attached/ adjacent to and the Promoters can allot the same to the purchasers of such premises. The Allottee(s) expressly agree(s) that the terrace shall belong to and be for the exclusive use of the owners/ allottees/ occupants of such premises and forms part of such premises. The Allottee(s) agree(s) that the terrace attached to such premises is not a common area and the Allottee(s) covenant(s), agree(s) and undertake(s) not to lay any claims in respect of the said terrace.

23. PAYMENT OF OUTGOINGS/ DEPOSITS BY THE ALLOTTEE(S)-

23.1. Commencing fifteen days after notice in writing is given by the Promoters to the Allottee that the Flat is ready for use and occupation with full Occupation Certificate, with light and water connection together with all the amenities agreed to be provided in the Flat and irrespective of whether the Allottee(s) has/have taken possession of the Flat or not, the Allottee(s) shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of all outgoings/charges in respect of the Property and the New Building including without limitation local taxes, betterment charges, N.A. Taxes, or other levies by the MCGM/ authorities, expenses for electricity, water, common lights, repairs and maintenance, salaries of clerks/ bill collectors/ watchmen/ sweepers/ managers/ lift operators, house-keeping bills, annual maintenance contracts of the elevators/ pumps/ security systems, etc., and all other expenses necessary and incidental to the management and maintenance of the Proper-ty and the New Building. Until the management of the Property and the New Building is handed over to the Society, the Allottee(s) shall pay to the Promoters such proportionate share of all the outgoings/ dues/ maintenance bills etc., as may be determined by the Promoters. The Allottee(s) shall pay to the Promoters provisional monthly contribution of **Rs._____/- (Rupees _____ Only)** per square foot of the Total Flat Area per month towards the outgoings/ dues/ maintenance bills etc., regularly by the fifth day of every month in advance and shall

not withhold the same for any reason. The amount so paid shall not carry any interest and remain with the Promoters until the management of the Property is handed over to the Society and until the Allottee(s) has/have been admitted to the membership thereof.

23.2. The Allottee(s) shall, at the time of making payment of the last Installment of the Sale Price, pay the Promoters the various deposits and other amounts towards share money and other charges of the Society, proportionate share of taxes, outgoings, and other deposits and charges as specified in the **Fifth Schedule** hereto, and the same shall be utilized by the Promoters as stated in the Fifth Schedule.

24. RESTRICTIONS ON TRANSFER BY THE ALLOTTEE(S).

Without first making payment of the Sale Price and all other amounts as per this Agreement, the Allottee(s) shall not be entitled to transfer the Flat or the benefits under this Agreement in favour of any third party without first procuring a written approval from the Promoters in respect thereof. In the event of the Promoters granting such approval, the Allottee(s) shall be required to procure from the intended transferee(s) such writings as stipulated by the Promoters to record that the intended transferee(s) shall make payments of all amounts due, and shall duly perform and discharge all the terms and conditions of this Agreement and shall abide by all the bye-laws, rules and regulations of the Association. Further, a copy of the duly executed agreement recording such transfer shall be furnished to the Promoters within seven working days from the date of execution thereof.

25. REPRESENTATIONS AND UNDERTAKINGS OF THE PROMOTERS.

The Promoters hereby represent to the Allottee(s) as follows:

25.1. The Society has clear and marketable title with respect to the Property as declared in the title report annexed to this Agreement and that the Promoters have the requisite rights of the Property so as to carry out the development of the Property as per the Development Agreement;

25.2. The Promoters have obtained some of the approvals and shall obtain from time to time the balance approvals from the competent authorities to carry out the development of the Property;

25.3. There are no encumbrances upon the Property;

25.4. There are no litigations pending before any Court of law with respect to the Property. The Flat has not been encumbered by the Promoters;

25.5. All approvals, licenses and permits issued by the competent authorities with respect to the redevelopment of the Property 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 redevelopment of the Property shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the redevelopment of the Property;

25.6. The Promoters have the right to enter into this Agreement and have 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;

25.7. Except as disclosed in this Agreement, the Promoters have not entered into any agreement with any person or party with respect to the redevelopment of the Property which will, in any manner, affect the rights of Allottee to the Flat under this Agreement;

25.8. The Promoters confirm that except as disclosed in this Agreement, the Promoters are not restricted in any manner whatsoever from selling the Flat to the Allottee(s) in the manner contemplated in this Agreement;

25.9. On completion of the project, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Society subject to the terms of the Development Agreement;

25.10. The Promoters have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever, payable with respect to the project to the competent authorities as per the Development Agreement;

25.11. After the Promoters execute this Agreement, they shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) in respect of the Flat.

26. <u>PROMOTERS' RIGHTS OVER UNSOLD PREMISES.</u>

26.1. The Promoters shall be at liberty to mortgage or otherwise create a charge on any of the unsold premises or on the development rights without any reference or recourse to the Allottee(s) provided that the same does not in any way prejudice the rights of the Allottee(s) in respect of the said Premises.

26.2. The Allottee(s) confirm(s) that the Promoters are entitled to carry out changes to any of the flats other than the Flat agreed to be sold to the Allottee(s) (whether such changes are due to terms negotiated by the Promoters with other flat-purchasers, or due to change in plans by the Promoters at their discretion or due to such changes being required due to change in laws, policies or as required by the MCGM/ concerned authorities) including without limitation changes in layouts of flats, combining/ amalgamating two or more flats, changes in amenities/ fixtures, fittings etc.). The Allottee(s) agree(s) that he/she/they do(es) not have any objection to such changes/ alterations and shall not raise any objection or obstruction in this regard.

27. <u>REPRESENTATIONS AND UNDERTAKINGS OF THE ALLOTTEE.</u> The Allottee(s) for himself/herself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby represent, undertake, covenant with the Promoters as follows: -

27.1. To maintain the Flat at the Allottee(s)' own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken or deemed to have been taken, and shall not do or suffer to be done anything in or to the New Building which may be against the rules, regulations or bye-laws, rules or regulations of the Society or local authorities, or change/alter or make addition in or to the New Building and/or the Flat itself or any part thereof without the consent of the Society and the local authorities;

27.2. Not to bring into or store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the New Building or so as to cause damage to the compound, lobbies, stairways, elevators or any other common areas of the New Building, or the storing of which goods is objected to by the Society and/or by the concerned authorities- in case any damage, the Allottee(s) shall be liable for the consequences of the breach;

27.3. To carry out at his/her/their own cost all internal repairs to the Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoters to the Allottee(s) and shall not do or suffer to be done anything in or to the New Building or the Flat which may be contrary to the rules and regulations and bye-laws of the Society and/or the concerned authorities. In the event of the Allottee(s) committing any act in contravention of the above provisions, the Allottee(s) shall be responsible and liable for the consequences thereof;

27.4. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any additions or alterations of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the New Building and shall keep the sewers, drains and pipes and electrical fittings/ pipes/ wires in the Flat 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 New Building 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 Flat without the prior written permission of the Promoters and/or the Society and the local authorities. In case on account of any alterations being carried out by the Allottee(s) in the Flat (whether such alterations are permitted by the Promoters/ Society / concerned authorities or not) there shall be any damage to the adjoining Premises or to the Flat situated below or above the Flat or to the common areas (inclusive of leakage of water and/or damage to drains) the Allottee(s) shall at his/her/their own costs and expenses repair such damage (including recurrence of such damages) and shall be liable for the costs and consequences of the same;

27.5. Not to do or permit to be done any act or thing which may render void or voidable insurance, if any, taken in respect of the Property/ New Building or any part thereof or whereby any increased premium shall become payable in respect of insurance, if any, taken in respect of the New Building;

27.6. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the Property and the New Building;

27.7. Pay to the Promoters within fifteen days of demand by the Promoters, their share of security deposits/ amounts demanded by the concerned local authorities for granting water, electricity or any other service connections to the New Building;

27.8. Bear and pay increase in local taxes, water charges, insurance and/or any other levies, if any, which are imposed by the concerned authorities, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold (without such payments being construed as absolving the Allottee of their obligation of not changing the user of the Flat or the consequences of such wrongful change of user);

27.9. The Allottee(s) shall not let, sub-let, transfer, assign or part with interest or benefit of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee(s) to the Promoters under this Agreement are fully paid up and the Allottee(s) has/ have adhered to all terms and conditions of this Agreement and has/have obtained the prior written consent for the same from the Promoters;

27.10. The Allottee(s) shall observe and perform all the rules and regulations of the Society including any additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Property and the New Building and the Flat/ areas therein and for the observance and performance of the rules, regulations and bye-laws of the MCGM and all concerned authorities. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Flat and car-parking spaces and shall pay and contribute regularly and punctually towards the taxes, expenses, all outgoings and dues in accordance with the terms of this Agreement;

27.11. The Allottee(s) shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the New Building or any part thereof to view and examine the state and condition thereof;

27.12. The Allottee(s) shall not to make any internal changes to the Flat that will be in deviation of the building plans sanctioned by the MCGM and/ or which may affect the Occupation Certificate issued by the MCGM or lead to any action being taken by the MCGM against the Society or the Promoters or other premises-owners, and any breach by the Allottee(s) will make the Allottee(s) liable for all costs and consequences including without limitation penalties/ damages/ reimbursement of costs, etc., which will be payable by the Allottee(s) to the Promoters/ Society;

27.13. The Allottee(s) shall not to change any grills/ railings provided by the Promoters, and shall not fix any external grills/ railings to any windows or in any manner alter the external elevation of the New Building. The Allottee(s) also agree(s) and undertake(s) that all outdoor units of air-conditioners shall be fixed only within the ducts provided. The Allottee(s) agree(s) and undertakes not to enclose or misuse any chajjas;

27.14. The Allottee(s) agree(s) not to change the colour of any balconies of the Flat or enclose any balconies;

27.15. The Allottee(s) shall not raise any objection or cause any obstruction to any work(s) being carried out by the Promoters to any of the unsold premises;

27.16. The Allottee(s) hereby expressly agree(s) and that the Promoters are entitled to utilize any additional elevation features as may from time to time be permitted by the MCGM and accordingly alter the external elevation/ façade of the New Building, for which purpose the Promoters are entitled to amend/ revise the plans of the Building, for which the Allottee(s) hereby grant(s) his/her/their permission (which permission shall be considered to be of the Allottee(s) as contemplated by RERA);

27.17. Any interior works that the Allottee(s) intend(s) to carry out in the Flat and any shifting of furniture/ equipment will be done through proper agencies and with utmost caution so as not to cause any damage to the Flat or the premises/ areas next

to/ above/ below the Flat, or to any parts of the common areas/ utilities/ facilities or the rest of the New Building or compound. In the event the Allottee(s) desire(s) to affix/ change tiles, sanitary ware, or any other civil work, the Allottee(s) shall first write to the Promoters giving complete details and the Allottee(s) shall obtain the prior written permission of the Promoters and shall adhere to the rules issued by the Promoters. Notwithstanding the aforesaid, the Allottee(s) shall not change or puncture any plumbing lines/ electric wires/cables;

27.18. Any damage caused to any premises below/ next to/ above the Flat or to any parts of the common areas/ utilities/ facilities or the rest of the New Building or compound on account of any movement of material/ equipment to/from the Flat or on account of any work carried out therein shall be made good/ rectified by the Allottee(s) at his/her/their costs and to the satisfaction of the Promoters;

27.19. As regards any equipment provided by the Promoters in the Flat, the Allottee(s) shall ensure proper use and maintenance of the same and shall have annual maintenance contracts signed with the authorized agencies;

27.20. The Promoters are entitled to frame rules and regulations for the manner in which interior works shall be carried out by purchasers/ allottees of premises in the New Building. The Allottee(s) shall be bound to comply with all such rules and regulations and agree and undertake to sign such rules so framed, without any demur, at the time of taking possession of the Flat or at any time thereafter as and when called upon by the Promoters.

28. RESIDENT STATUS OF THE ALLOTTEE.

28.1. **In case of Indian Nationals**: The Allottee(s) represent(s) that he/she/they is/are Indian Citizen(s) and resident(s) of India as defined under all applicable Indian Laws. The Allottee(s) represent(s) that the Allottee(s) is/are not a foreign national(s) / foreign national(s) of Indian Origin ("PIO")/ Non-Resident Indian(s) ("NRI"), and that the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or any other similar legislation do not apply to the Allottee(s). In the event of applicability of FEMA to any payment / refund between the Allottee(s) and the Promoters at any time (due to change of circumstances or otherwise), including due to the Allottee(s) status as foreign nationals / foreign nationals of Indian Origin ("PIO") / Non-Resident Indian, it shall be the responsibility of the Allottee(s) to comply with all the procedures, formalities and conditions that may be prescribed under such applicable law or laws for the time being in force, as also their statutory amendments, re-enactments, repeals, etc. In such event, the payments/ refunds will be made from/ to the account / channels as permissible in law. It is clarified that this provision shall apply in respect of all payments including those relating to taxes, deposits, outgoings, etc., payable in relation to the Flat or under this Agreement. The Allottee(s) indemnify and keeps fully indemnified the Promoters in relation to the above, including for all consequences that may arise due to any act of omission or commission by the Allottee(s) in that regard.

ALTERNATE CLAUSE FOR NRIs

In case of NRIs. The Allottee(s) declare(s) that the Allottee(s) is/are Indian citizen(s), but resident(s) outside India ("NRI") as defined under the Foreign Exchange Management Act, 1999. The Allottee(s) shall be solely liable / responsible for (and

undertake to comply with) all compliances, procedures, formalities, notifications, rules, regulations, guidelines, conditions, etc., as may be prescribed under applicable laws and/or by the government/concerned authority, that will be applicable to this transaction and/or this Agreement (including relating to acquisition, holding, maintenance, dealing with and disposing off immovable property/ies in India and/or relating to any remittance/payment / refund between the Allottee(s) and the Promoters at any time) as are in force, from time to time; as also their statutory amendments, re- enactments, repeals, etc. The Allottee(s) accept(s) and undertake(s) that the payments/ refunds (if any) between the Allottee(s) and the Promoters will be made from / to the account / channels as prescribed/ permissible in law, at the relevant time. It is clarified that this provision shall apply in respect of all payments, including relating to taxes /deposits /outgoings, etc. payable in relation to the Flat or this Agreement. It is clarified those refunds (if any) to the Allottee(s) shall be made in Indian Rupees only. The Allottee(s) shall furnish required declaration / documents to the Promoters in the prescribed format, as may be requested by the Promoters. The Allottee(s) indemnify and keep fully indemnified the Promoters in relation to the above, including for all consequences that may arise due to any act of omission or commission by the Allottee(s) in that regard.

29. **LOGO(S) INSTALLED BY THE PROMOTERS.** The Promoters are entitled to install their logo(s) and name in/upon one or more places on the exterior of the New Building or any other location on the Property and the Promoters shall have full, free and complete access to the same for the purpose of repairing, painting, altering or changing the logo and the Allottee shall not obstruct or object or change or remove the logo(s)/ name, so installed, under any circumstances.

30. **NO GRANT OF THE PROPERTY OR NEW BUILDING.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Property and New Building or any part thereof. The Allottee(s) shall have no claim save and except in respect of the said Premises hereby agreed to be sold/allotted to them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the completion of the project and the handing over of the management to the Society.

31. **BINDING EFFECT**. Forwarding this Agreement to the Allottee(s) by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee(s) sign(s) and deliver(s) this Agreement with all the schedules along with the payments due as per this Agreement within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. 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(s) and/or fail(s) to 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(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount, after deduction of costs, shall be returned to the Allottee(s) without any interest or compensation whatsoever.

32. **ENTIRE AGREEMENT**. This Agreement, along with its schedules and annexures, and writings signed contemporaneously with this Agreement, if any, constitute the entire

agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondence, arrangements whether written or oral, if any, between the Parties in regard to the Flat. The Allottee(s) agree(s) that this Agreement with any writings signed contemporaneously with this Agreement overrides the information, specifications, amenities, layout, pictures etc. shown / contained in any brochure, advertisement or publicity material in respect of the project and the same cannot and shall not be relied upon in any manner. The Promotors shall not be liable, responsible, obligated and / or required to provide any and / or all such amenities, specifications, etc., as contained in any brochure, advertisement or publicity material. No right of any nature whatsoever shall be construed and / or accrued and / or deemed to have accrued in favour of any person and / or Allottee(s) from or by virtue of any brochure, advertisements, publicity materials, documents etc.

33. **RIGHT TO AMEND**. This Agreement may only be amended through written consent of the Parties.

34. **APPLICABILITY TO SUBSEQUENT ALLOTTEES.** It is clearly understood and agreed by and between the Parties hereto that all obligations arising hereunder in respect of the Flat and under this Agreement shall equally be applicable to and enforceable against any subsequent allottees/ transferees of the Flat in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

35. **METHOD OF CALCULATION OF PROPORTIONATE SHARE.** Wherever in this Agreement it is stipulated that the Allottee(s) has/have to make any payment, in common with other allottees in the project, the same shall be in proportion of the Total Flat Area of the Flat to the total carpet area of all the flats in the New Building.

36. **JOINT ALLOTTEES**. In the event the Allottee(s) is/are more than one, all communications shall be sent by the Promoters to the Allottee(s) whose name appears first and at the address given by as per this Agreement, and which shall for all intents and purposes be considered as properly served on all the Allottee(s).

37. **STAMP DUTY AND REGISTRATION**. Since the Promoters have availed of the concessions in premiums that have been granted by the Government of Maharashtra in February-March 2021, as per the government directives, stamp duty on this Agreement is being borne by the Promoters. The Allottee(s) agree(s) and undertake(s) to sign and execute the writings required by the Promoters and/or the MCGM and other authorities (including without limitation the certificate in Annexure-II under the Directive dated 17.02.2021 issued by the MCGM), to record the payment of stamp duty by the Promoters. Registration charges on this Agreement shall be borne by the Allottee(s).

38. **MISCELLANEOUS.**

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

38.2. **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.

38.3. **Place of Execution**. The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' office, or at some other place which may be mutually agreed between the Promoters and the Allottee. The Allottee and/or Promoters shall present this Agreement at the proper registration office within the time limit prescribed by the Registration Act and shall admit execution thereof.

38.4. **Notices**. All notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post A.D and/or notified Email ID at their respective addresses specified below:

If to the Allottee-

E-mail address : _____
Postal Address : _____
_____,
_____

If to the Promoters-

E-mail address : dsenterprise701@gmail.com
Postal Address : 701, Seasons Avenue, linking road, near Ramkrishna Math, Khar (W), Mumbai- 400052.

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

38.5. **Dispute Resolution**. Any dispute between Parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the MAHA-RERA as per the provisions of RERA and the Rules and regulations thereunder.

38.6. **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 courts in Mumbai will have the jurisdiction for this Agreement.

38.7. **Permanent Account Numbers**. As required by Rule 114(b) of the Income Tax Rules, the Parties hereto declare that their Permanent Account Numbers are as mentioned below: -

The Promoters: AEAFS7916K

The Allottee(s): _____

38.8. **Incorporation by Reference**. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

38.9. **Headings**. Headings of clauses contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

THE FIRST SCHEDULE

Description of the Property

Freehold plot of land bearing Plot No. CTS No. 411A, 411B, & 419, admeasuring 2,325.8 square meters (as recorded in the Property Register Card thereof), situated at North Avenue, Santacruz (West), Mumbai- 400054, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows: -

On or towards the North - by North Avenue Road;

On or towards the South - by plots bearing CTS Nos. 412, 418;

On or towards the East - by Sarojini Road;

On or towards the West - by 15th Road.

THE SECOND SCHEDULE

[Description of the Flat agreed to be sold to the Allottee(s)]

Flat No. _____ on the _____ floor (counting from the ground floor/stilt level) of the New Building named "Seasons Trimurti" being constructed on the property described in the First Schedule above written, namely, property bearing Plot CTS No. 411A to 411B and 419 of Village Bandra-G at Junction of North Avenue Road and Sarojini Road & 15th road, Santacruz (W), Mumbai 400 054 in the Registration Sub- District of Bandra, Mumbai Suburban District.

As per the applicable provisions of RERA, the carpet area of the Flat shall be _____ square feet RERA carpet area (equivalent to _____ square meters) The aforesaid area excludes the areas of the deck(s)/balcony(ies), area whereof is ____ square feet equivalent to _____ square metres, which deck(s)/balconies are covered in FSI and are a part of the Flat in the plans approved by the MCGM. The aggregate area of the Flat along with the area(s) of the deck(s)/balcony(ies) is _____ square carpet feet equivalent to _____ square meters

THE THIRD SCHEDULE

Common areas and facilities

Part A –LIMITED/RESTRICTED COMMON AREAS

- Car parking spaces or terraces/ decks/ earmarked by the Promoters/ Society for use of certain occupants of the New Building, as per the provisions of this Agreement and the Development Agreement.
- Passageways outside flats are for access to such flats alone
- Entrance lobbies;

PART B –GENERAL COMMON AREAS

- Stairways of the New Building.
- Terrace/s above the topmost habitable floor.
- Fitness Centre, Society office and other common facilities as proposed in the approved plans and/or modified thereafter.
- Refuge areas.

THE FOURTH SCHEDULE

(Agreed Installments of the Sale Price)

The Sale Price agreed to be paid by the Allottee to the Promoters in respect of the Flat is **Rs._____/- (Rupees _____)** and is agreed to be paid by the Allottee to the Promoters in the following agreed instalments-

Installment no.	***Amount***	***Amount (in words) and time of payment***
1.	Rs. [●]	(Rupees [●]) by way of earnest money has been paid on or before the execution of this Agreement, the payment and receipt whereof the Promoters hereby admit and acknowledge (not exceeding 10 % of the total consideration);
2.	Rs. [●]	(Rupees [●]) shall be paid on [●](not exceeding 30 % of the total consideration) to be paid to the Promoters after execution of the Agreement;
3.	Rs. [●]	(Rupees [●]) shall be paid on [●] (not exceeding 45 % of the total consideration) to be paid to the Promoters on completion of the Plinth of the building or wing in which the said Apartment is located;
4.	Rs. [●]	(Rupees [●]) shall be paid on [●] (not exceeding 70 %

Installment no.	***Amount***	***Amount (in words) and time of payment***
		of the total consideration) to be paid to the Promoters on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located;
5.	Rs. [●]	(Rupees [●]) shall be paid on [●](not exceeding 75 % of the total consideration) to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Apartment;
6.	Rs. [●]	(Rupees [●]) shall be paid on [●] (not exceeding 80 % of the total consideration) to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment;
7.	Rs. [●]	(Rupees [●]) shall be paid on [●] (not exceeding 85 % of the total consideration) to be paid to the Promoters on the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located;
8.	Rs. [●]	(Rupees [●]) shall be paid on [●](not exceeding 95 % of the total consideration) to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas
9.	Rs. [●]	(Rupees [●]) against the Allottee(s) taking possession of the Flat or within fifteen days of the Promoters intimating the Allottee(s) of the completion of the Flat (after receipt of the Occupation Certificate in respect of the New Building(s)), whichever is earlier.
	Rs. [●]	**TOTAL**

(Rupees [●])

THE FIFTH SCHEDULE

(Deposits/ amounts payable by the Allottee along with the final Installment of the Sale Price, and utilization of the same by the Promoters)

A. DETAILS OF AMOUNTS PAYABLE BY THE ALLOTTEE-

A.i)	Rs. [●] /-	(Rupees [●]) as a non-refundable amount towards legal charges;
A.ii)	Rs. [●] /-	(Rupees [●]) as a non-refundable deposit towards installation of electric cables, water connections, and other utilities;
A.iii)	Rs. [●] /-	(Rupees [●]) as a non-refundable amount for share money, application, entrance fee of the Association;
A.iv)	Rs. [●] /-	(Rupees [●]) as [●] months deposit (@ Rs.[●]/- per square foot of Total Carpet Area per month) towards proportionate share of taxes, maintenance and other charges;
A.v)	Rs. [●] /-	(Rupees [●]) as contribution towards the corpus fund of the Association;

	Rs._____/-	**TOTAL (Rupees _____)**

B. <u>UTILIZATION BY THE PROMOTERS-</u>

i) The aforesaid amounts/ deposits shall not carry any interest.

ii) The Promoters shall utilize the sum referred to in A(i) for meeting all legal costs, charges including the professional cost of their Advocates for preparing and engrossing this Agreement. In respect of the amounts mentioned in A.(i) &A.(ii), the Promoters are not required to and shall not be called upon to render any accounts for the same. The Promoters shall be entitled to utilize the amount mentioned in A.(iv) towards payment of Municipal taxes and other taxes, outgoings, maintenance charges and dues in the event of the Allottee(s) making any default in the payment thereof regularly as agreed to herein by him. The Promoters shall hand over the amounts mentioned in A.(iv) or balance thereof to the Association. In the event of any additional amount becoming payable, the Allottee(s) shall forthwith on demand pay and deposit the difference to the Promoters. The Promoters shall also hand over to the Association the contribution towards a corpus fund mentioned in A.(v) above.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day first above set forth.

SIGNED AND DELIVERED by the within named **"Promoters"** **M/S. SEASONS AVENUES PROPERTIES** by the hand of its partner, MR. KALPESH PATEL in the presence of the following witnesses……..	))))))))))	*Signature*	*Thumb Impression*	*Photograph*

1. _____
(Signature & Name)

2. _____
(Signature & Name)

SIGNED AND DELIVERED by the within named **"Allottee(s)"** [●] in the presence of the following witnesses……..	))))))))	*Signatures*	*Thumb Impressions*	*Photographs*

1. _____
(Signature & Name)

2. _____
(Signature & Name)

RECEIPT

RECEIVED on or prior to the date hereinabove from the within named Allottee(s) a sum of **Rs. [●]/- (Rupees [●])** being the amount agreed to be paid as per **Installment No.1** of the Fourth Schedule of this Agreement.

Ch/PO No,	*Date*	*Bank*	*In Favour of*	*Amount (Rs.)*

WE SAY RECEIVED

For M/S. **SEASONS AVENUES PROPERTIES**

Partner
(Promoters)