AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai on this ___ day of _____, 2023

BETWEEN

M/S. AMBIT BUILDERS AND DEVELOPERS, a Partnership Firm formed under the provisions of the Indian Partnership Act, 1932 and having its registered office at 201-203, 2nd floor, Vinay Bhavya Complex, CST Road, BKC (Extn), Santacruz (East), Mumbai -400 098, hereinafter referred to as **"the PROMOTER/DEVELOPERS"** (which expression shall unless it be repugnant to the context or meaning thereof, deem to mean and include its successors and permitted assigns) of the **ONE PART**;

AND

_____ an adult/s, of Mumbai, Indian Inhabitant/s residing at _____ hereinafter referred to as **"THE PURCHASER/S/ALLOTTEE/S"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their, heir/s executor/s, administrator/s and assign/s) of the **OTHER PART**.

WHEREAS:

I. The Developers became entitled to the said First Property in the following manner:-

(a) Maharashtra Housing Area and Development Authority (MHADA) was seized and possessed of and otherwise well and sufficiently entitled to All that piece and parcel of slum plot of land or ground bearing Final Plot Nos. 138 & 139 of Town Planning Scheme – Santacruz No. V (1st Variation) (Final) admeasuring 1760.03 sq. mtrs. or thereabouts (as per T.P Remarks) and 1799.3 sq. mtrs. (as per Property Register Card) having corresponding CTS No. 2046 & 2048 in Village Vile Parle (East), Taluka -Andheri and City Survey No. 5 of Village Bandra I Ward in the Registration District of Mumbai Suburban situate, lying and being at Prabhat Colony, 4th Road, Santacruz (East), Mumbai - 400 055 (**said First Plot**).

(b) On the said Plot there were various structures/huts (**the said Structures**) occupied by 69 slum dwellers. The hutment/slum dwellers had formed themselves into one Co-operative Society namely "Santacruz Mangalmurti Co-operative Housing Society Ltd" (**"said Mangalmurti**

Society"), as required under Regulation 33(10) of DCPR, 2034 and the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971, for the purpose of Redevelopment of the said Plot. The said Society was also registered with the Registrar of Co-operative Societies, SRA on 3rd February, 1989 under Registration No. BOM/W/H(East) HSG/3997/88-89 under the provisions of Maharashtra Co-operative Societies Act,1960. The said First Plot and the said Structures shall unless referred to independently be hereinafter collectively be referred to as the "**said First Property**".

(c) The said First Plot is a notified slum as contemplated under the Maharashtra Slum Areas (Improvement Clearance and Redevelopment Act, 1971 and Regulation 33 (10) of DCPR, 2034 amended upto date.

(d) By Indenture of Lease dated 29th September, 1992 executed by and between Maharashtra Housing and Area Development Authority (as Authority) and Santacruz Mangal Murti Co-operative Housing Society Ltd. (as Society), the Authority has granted lease in respect of the said First Plot for a period of 30 years with effect from 29th September, 1992 for the lease rent and on the terms and conditions set-out therein. It is observed that the said lease is not renewed further till date.

(e) By Development Agreement dated 26th August, 2020 executed by and between Santacruz Mangal Murti Co-operative Housing Society Ltd. (as Society) and M/s. Ambit Builders & Developers (as Developers), the said Society granted development rights in respect of the said First Property unto and in favour of the Developers therein for the consideration and on the terms and conditions set out therein.

(f) Pursuant to the execution of the Development Agreement, the said Mangalmurti Society made an application to the Chief Executive Officer (CEO) *interalia* for declaration of the said Plot admeasuring 1760.03 sq.mtrs. as slum area under Section 3 (C) of the Slum Act and for Acquisition of the said Plot under Section 14 of the Slum Act.

(g) Thereafter, the SRA published a Notification under the Slum Act for declaring the said First Plot as Slum Rehabilitation Area under Section 3C of the Slum Act on 24th March, 2022 (**said Notification**).

(h) Thereafter, the Developers made Application to CEO (SRA) on 27th August, 2020 and submitted the proposal for implementation of Slum Rehabilitation Scheme on the said First Property and the CEO (SRA) accepted the proposal for implementation of the Scheme on the said First Plot.

(i) Thus, the slum on the said First Plot as contemplated under the Slum Act was capable of being developed as SRA Scheme under Regulation No. 33(10) read with Appendix IV of Development Control Regulations for Greater Bombay, 1991, amended up to date.

(j) Thus, the Developers became entitled to develop the said First Property under Regulation 33 (10) of DCPR, 2034.

II. The Developers became entitled to develop the said Second Property in the following manner: -

(i) The State of Maharashtra is seized and possessed of and otherwise well and sufficiently entitled to All that piece and parcel of non-slum Plot of land F.P No. 137 Santacruz TPS-V (1st Variation)(Final) admeasuring about 780.10 sq. mtrs.(as per Property Card) bearing Survey No. 330/134 and CTS No. 2049, of Village Vileparle, Taluka Andheri in the Registration District of Mumbai Suburban situate, lying and being at Prabhat Colony Road No. 4, Santacruz (East), Mumbai- 400 055 **("the said Second Plot"**).

(ii) In or about 1963, the Additional Collector allotted the said Second Plot unto and in favour of "Sai Baba Co-operative Housing Society (Proposed)" for residential purpose vide Land Grant Order No. C/LND.SRII 776 dated 25th March, 1967 based on a Government Resolution GR-RD No.2663/67678-B dated 31st October, 1963.

(iii) The Members of the proposed Society got the proposed Society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 in the name and style of "Sai Baba Co-operative Housing Society Ltd." under registration No. BOM/HSG/581 of 1964.

(iv) After registration of the Society the Collector handed over possession of the said Second Plot to the said Sai Baba Society on 15th June, 1965. Pursuant thereto the said Society through its Architect applied to the Competent Authority for approvals of the plans and thereafter

commenced and completed construction of the Building comprising of ground and 2 upper floors consisting of 18 Units **("said Building")** on the said Second Plot as per the duly approved plans and specifications. The said Second Plot and the said Building shall unless referred to independently be hereinafter collectively referred to as (**"the said Second Property"**).

(v) As the said Building was constructed for more than 40 years and was in a dilapidated condition the Society and its Members thought it appropriate to go for redevelopment and accordingly called for offers from various Developers and appointed the Developers herein as Developers for redevelopment of the said Second Property on the terms and conditions mutually agreed between them.

(vi) By Agreement for Re-Development dated 14th June, 2022 and Supplementary Development Agreement dated 24th November, 2022 executed by and between M/s. Ambit Builders & Developers (as Developers) and Sai Baba Co-operative Housing Society Ltd. (as Society) and duly registered with the office of the Sub Registrar of Assurances at Bandra under serial No. BDR-15 of 2022 and BDR- 4 of 2022 respectively, the Society therein granted development rights in respect of the said Second Property unto and in favour of the Developers therein for the consideration and on the terms and conditions set-out therein.

(vii) Thus, the Developers herein became entitled to develop the said Second Property as stated therein.

III. The said First Property and the said Second Property shall unless referred to independently be hereinafter collectively referred to as "**the said Properties**".

IV. The Developers pursuant thereto made Application to CEO (SRA) for submission of proposal with the SRA for joint development of the said Second Property under Regulation 33 (11) with the said First Property under regulation 33 (10) of DCPR, 2034 vide its Application dated 10th June, 2022 and the CEO, SRA has accorded its sanction/approval for amalgamation/joint development of the said Properties under regulation 33 (10) and 33 (11) of DCPR, 2034.

V. The CEO, SRA has approved the scheme and issued the Letter of Intent bearing No. HE/MHADA/STGOVT/0002/20201110 and No. HE/PVT/0128/20220323 dated 26th August, 2022 (**said LOI**) in favour of the Developers for joint

development of the said Properties on the terms and conditions mentioned in the said LOI.

VI. As per the said LOI the scheme was sanctioned and as per the scheme the sanction was accorded for construction of 1 Composite Building having 5 wings "A" to "D" for Sale component and one Rehab wing for Rehab component.

VII. Thereafter, the Owners complied with the terms and conditions of the said LOI and complied with other compliances as required from the SRA and obtained the Intimation of Approval dated 7th September, 2022 bearing No. HE/MHADA&STGOVT/0002/20201110/AP/COM for construction of the Composite Building on the said Properties comprising of Rehab Component and Sale Component.

VIII. Accordingly, the Developers became entitled to develop the said Properties *interalia* by constructing the said Composite Building for Rehab Component and Sale Component as per the plans and specifications duly approved/sanctioned by SRA and sell the Units in the Sale Building in the manner they deem fit and proper and appropriate the sale consideration thereof.

IX. The Developers have informed that the said Building on the said Second Plot is declared as "Category C-1" by MCGM vide Notice dated 29th October, 2022 bearing No. ACHE/16220/AEBF and 2nd November, 2022 bearing No. ACHE/354/617/AEBF.

X. The Developers have further represented that the Society has vide Application dated 9th February, 2022 applied to Collector, Mumbai Suburban for conversion of the said Second Property from leasehold to freehold and the same has been obtained on 8th June, 2023.

XI. The Property Register Card in respect of CTS No. 2046 and 2048 reflects the name of Maharashtra Housing Area and Development Authority as thereof and the tenure of land is shown as "H -1" and shows that the said First Plot admeasures 870.40 sq. mtrs. (CTS No. 2046) and 779.30 sq. mtrs (CTS No. 2047).

XII. The Property Register Card in respect of CTS No. 2049 reflects the name of Maharashtra Government as Owners thereof and the tenure of the land is shown as "G" and shows that the said Second Plot admeasures 780.10sq. mtrs.

XIII. The Promoter has entered into a standard Agreement with **SETSQUARE PROJECT CONSULTANTS** Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

XIV. The Promoter has appointed **SAMISHTHI TECHNO SERVICES CONSULTANTS LLP** as structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

XV. The title of the Developers in respect of the said Properties is certified by M/s. Law Origin, Advocates & Solicitors as per Title Certificate dated 07th July, 2023;

XVI. Save and except the Members Entitlement as set-out in their respective Development Agreements, the Developers herein are entitled to sell the remaining Units on what is popularly known as "On Ownership basis", and allot the remaining car parking spaces (hereinafter referred to as **"the said Developers Entitlement/Allocation"**) in favour of the Prospective Purchaser/s /Allottee/s;

XVII. The Purchaser/s/Allottee/s has/have seen the said Property prior to the execution of this Agreement. The Purchaser/s/Allottee/s has/have demanded from the Developers and the Developers have given inspection to the Purchaser/s /Allottee/s of all the documents of title relating to the said Property including copy of title certificate issued by M/s. Law Origin, Advocates & Solicitors, of the Developers, Property Register Card, Relevant Orders, Approved Plans, IOA, CC, designs and specifications prepared by the Developers Architects and all other documents as specified under The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **"the said Act"**) being the re-enacted statute after repeal of the Maharashtra Ownership of Flats (Regulations of the Developers of construction, sale, management and Transfer) Act, 1963 (MOFA) and rules made there under;

XVIII. The Developers have entered into and/or may enter into such Agreements with other persons and/or parties in respect of the Unit/s and allotting car parking

space/s etc. in the said New Building forming part of the Developers' Entitlement/Allocation as the Developers may desire proper;

XIX. The Purchaser/s/Allottee/s has/ have applied to the Developers for purchase of Unit bearing No. _____, admeasuring _____ sq. ft. carpet area as per RERA on the ___ floor (hereinafter referred to as "**the said Unit"**) in the said New Building and more particularly described in the Second Schedule hereunder written for the consideration and on the terms and conditions hereinafter appearing;

XX. The carpet area of the said Unit is _____square meters and "carpet area" means the net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Unit.

XXI. 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 Unit 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.

XXII. As per the amendment to the Income-Tax Act, 1961, the Purchaser/s/Allottee/s shall deduct Tax Deducted at Source (**TDS**) at the applicable rate from the total consideration due and payable by him/her/them to the Developers under these presents. The Purchaser/s/ Allottee/s shall deduct TDS from each installment payable to the Developers and deposit the same with the Income-tax Department within the period prescribed under the Income-Tax Act/Rules and furnish to the Developers, a Certificate of deduction of tax at source in Form No.16B;

XXIII. The Developer made an application (No. 000177) dated 29th August, 2022 to CEO, Slum Rehabilitation Authority (SRA) for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under Section 45 of Maharashtra Regional Town Planning Act,

1966 to erect a building on the said Properties and the same was granted on 06th July, 2023 having Sr. No. 603.

XXIV. The Developers have registered the Project of the redevelopment of the Society's Property under the provisions of the said Act with the Maharashtra Real Estate Regulatory Authority at Mumbai under Maha RERA No. _____ (**said Project**);

XXV. The Developers have got the approvals as on date from the concerned local authority(s) for commencement of the construction and shall obtain the remaining approvals from various authorities from time to time, so as to obtain or Occupancy Certificate (**OC**) / Building Completion Certificate (**BCC**), in respect of the said New Building from the Competent Authority;

XXVI. While sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Developers while developing the said Project and upon due observance and performance of which only the BCC or OC in respect of the said New Building shall be granted by the concerned local authority;

XXVII. The Developers have entered into or may enter into such Agreement with other persons and/or parties for sale/grant of license/tenancy/lease or on such other basis, in respect of Units and for allotment of car parking space/s in the said New Building, for such use as may be permitted by the Competent Authority as they may in their absolute discretion deems fit and proper;

XXVIII. The photocopies of the following documents are annexed hereto as annexure asset out hereinafter:

i. Resolution passed by the respective Societies in Special General Body Meeting on dated _____as **Annexure "I"**;
ii. Property Card in respect in respect of CTS No. 2046 and 2048 and Property Register Card in respect of CTS No.2049, as **Annexure "II"**;
iii. Title Certificate dated 07th July, 2023 as **Annexure "III"**;
iv. Index-II of the Development Agreement dated 26th August,2020 and Index of the Agreement for Re-Development dated 14th June,2022 as **Annexure "IV"**;
v. Letter of Intent bearing No. HE/MHADA/STGOVT/0002/20201110 and No. HE/PVT/0128/20220323 dated 26th August, 2022 as **Annexure "V"**;
vi. Intimation of Approval dated 7th September, 2022 bearing No.

HE/MHADA&STGOVT/0002/20201110/AP/COM for construction of the Composite Building as **Annexure "VI"**;

vii. C.C bearing Sr. No. 603 (HE/MHADA & STGOVT/0002/20201110/AP/COM), **Annexure- "VII"**;

viii. Certificate bearing No. Maharera No. _____dated _____issued by Maharashtra Real Estate Regulatory Authority, as **Annexure "VIII"**;

ix. Typical floor plans and specifications approved by the local authority in respect of the said Unit, as **Annexure- "IX";**

XXIX. 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 this Agreement on the terms and conditions appearing hereinafter;

XXX. As per section 13 of the said Act, the Developers are required to execute a written Agreement for Sale of the Unit in the said New Building, being these presents, and also to register the same under the Registration Act, 1908.

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

The Parties hereby agree and confirm that all the recitals of this Agreement shall form an integral part of the operative portion of this Agreement as if the same is set out and incorporated herein verbatim and shall be read accordingly.

1. The Promoter shall construct the said building/s consisting of single basement with three (3) level car parking and ground floor and seven (7) upper floors on the project land 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 Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1. (a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Unit No. ..... of the type of carpet area admeasuring ..... sq. metres on ..... floor in the building/wing (hereinafter referred to as "the Unit") as shown in the Floor plan thereof hereto

annexed and marked Annexures C-1 and C-2 for the consideration of Rs. ..... including Rs. ..... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Unit including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos _____situated at _____Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/-

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos _____situated at _____Basement and/or stilt and/or podium being constructed in the layout for the consideration of Rs. _____/-.

1(b)The total aggregate consideration amount for the Unit including garages/covered parking spaces is thus Rs. _____/-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs ..... (Rupees .....) in the following manner: -

i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
ii. Amount of Rs...../- (.....) (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...../- (.....) (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.....1-(.....)(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...../-(.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../- (.....) (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 waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs...../-(.....) (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...../-(.....) 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.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, 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/Plot].

1(e) 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 be levied 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.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(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 (3) 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 (45) 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 Clause l (a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the 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.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.1 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 Unit to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit.

2.2 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 [Unit/Plot] to the Allottee and the common areas to the association of the allottees 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 instalment 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 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize Floor Space Index of _____by availing of TDR 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_____as_____ proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Unit based on the proposed construction and sale of Units 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.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Unit/Plot] 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.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 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 instalments, 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 any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Unit which may till then have been paid by the Allottee to the Promoter.

5. 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 Unit as are set out in Annexure 'E', annexed hereto.

6. The Promoter shall give possession of the Unit to the Allottee on or before..... day of .....20____. If the Promoter fails or neglects to give possession of the Unit 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 Unit 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 Unit on the aforesaid date, if the completion of building in which the Unit 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.

7.1 **Procedure for taking possession -** The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Unit/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 [Unit/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment 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 or 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.

7.2 The Allottee shall take possession of the Unit within 15 days of the written notice from the promotor to the Allottee intimating that the said Units are ready for use and occupancy:

7.3 **Failure of Allottee to take Possession of [Unit/Plot]:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Unit/Plot] 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 [Unit/Plot] 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.

7.4 If within a period of five years from the date of handing over the Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Unit or the building in which the Unit 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 in case 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.

8. The Allottee shall use the Unit or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

8.1 The Allottee along with other al1ottee(s)s of Units in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye- laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the

Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Unit is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Unit 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 Unit) 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 Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, 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. ..... 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 a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

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

(i) Rs. ..... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. ..... for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

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

(v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs. _____ for deposits of electrical receiving and Sub Station provided in Layout

11. The Allottee shall pay to the Promoter a sum of Rs. ..... 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.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

i. The Promoter 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 [Unit/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 [Unit/Plot]to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure e to the Association of the Allottees;

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.

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

i. To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit 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 Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Unit 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 Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit 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 Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit 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 Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit 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 Unit 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 Unit without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or 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 Unit 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 Unit in the compound or any portion of the project land and the building in which the Unit is situated.

vii. Pay to the Promoter within 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 Unit 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 Unit 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 Unit 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 Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may

be made from time to time for protection and maintenance of the said building and the Units 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/Limited Company/Apex Body/Federation regarding the occupancy and use of the Unit 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. Till a conveyance of the structure of the building in which Unit is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Unit is situated is executed in favour of Apex Body or Federation, 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.

15. 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 out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Units or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, 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 hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Unit/Plot] 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 [Unit/plot].

18. 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 within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. 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

20. RIGHT TO AMEND

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

21. 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 [Unit/Plot], in case of a transfer, as the said obligations go along with the [Unit/Plot] for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act 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 Act 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.

23.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 [Unit/Plot] to the total carpet area of all the [Units/Plots] in the Project.

24. 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.

25. 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 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

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease 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.

27. 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
_____(Allottee's Address)
Notified Email ID: _____

Ms. _____Promoter name
_____(Promoter Address)
Notified Email ID:_____

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.

28. 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.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority

as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. 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 will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE REFERRED HEREINABOVE:
[Description of the said Properties and the said New Building]

Part A:- Description of the said First Property:-

All that piece and parcel of slum plot of land or ground bearing Final Plot Nos. 138 & 139 of Town Planning Scheme – Santacruz No. V (1st Variation) (Final) admeasuring 1760.03 sq. mtrs or thereabouts (as per T.P Remarks) and 1799.3 sq. mtrs (as per Property Register Card) having corresponding CTS No. 2046 & 2048 in Village Vile Parle (East), Taluka Andheri and City Survey No. 5 of Village Bandra I Ward in the Registration District of Mumbai Suburban together with the Structures standing thereon situate, lying and being at Prabhat Colony, 4th Road, Santacruz (East), Mumbai -400 055

Part B:- Description of the said Second Property:-

All that piece and parcel of non-slum Plot of land F.P No. 137 Santacruz TPS-V (1st Variation)(Final) admeasuring about 780.10 sq. mtrs. (as per Property Card) bearing Survey No. 330/134 and CTS No. 2049, of Village Vileparle, Taluka Andheri, in the Registration District of Mumbai Suburban together with the building standing thereon known as “Sai Baba” comprising of ground plus two upper floors situate, lying and being at Prabhat Colony Road No. 4, Santacruz (East), Mumbai 400 055

(i) Part B:-Description of the said New Building:

The new building to be named as "_____" being constructed on the said Properties more particularly described in Part A and Part B hereinabove.

Second Schedule Above Referred to

Here set out the nature, extent and description of common areas and facilities.

SIGNED , SEALED AND DELIVERED
From within named "DEVELOPERS"
M/S. AMBIT BUILDERS AND DEVELOPERS
Through its Authorized Signatory
in the presence of
Witnesses:
1)
2)

SIGNED SEALED AND DELIVERED)
by the withinnamed "PURCHASER/S/ALLOTTEE/S")
_____)
_____)
in the presence of :)

Witnesses:
1.
2.

RECEIPT

RECEIVED from the within named)
Purchaser/s/Allottee/s, a sum of Rs._____/-)
(Rupees _____ only))
By ChequeNo._____ dated _____)
drawn on _____)
being the earnest money within)
mentioned paid by him/her/them to us.) Rs. _____/-

WE SAY RECEIVED;

FOR, M/S. AMBIT BUILDERS AND DEVELOPERS

DEVELOPERS

Note — Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

SCHEDULE 'A'
PLEASE INSERT DESCRIPTION OF THE [UNIT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B'
FLOOR PLAN OF THE UNIT

ANNEXURE-A
Name of the Attorney at Law/Advocate,
Address :
Date :

No.
RE.:

The schedule above referred to
(Description of property)
Place:
Dated_____day of_____20_____

(signed)
Signature of Attorney-at-Law/Advocate

ANNEXURE —B
(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE —C-1
(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2
(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D
(Authenticated copies of the plans and specifications of the Unit agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE — E
(Specification and amenities for the Unit),

ANNEXURE —F
(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

Received of and from the Allottee above named the sum of Rupees _____on execution of this agreement towards Earnest Money Deposit or application fee

I say received. The Promoter/s.

By order and in the name of the Governor of Maharashtra,

R. K. DHANAWADE,
Deputy Secretary to Government.