AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Mumbai on this _____ day of _____, 20____ By and Between NEE-RAA ENTERPRISES, Company registered under the Partnership Act, 1932 and registered having their office at 4 & 5, Acme Shopping Arcade, Ground Floor, Cinestar Compound, Trikamdas Road, Kandivali (West), Mumbai – 400 067, through its partner Mr. H.B. Mhatre and assessed to Income Tax under **PAN No. AADPM5487C**; hereinafter referred to as "the Developer" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the ONE PART

AND

Mr./Ms./M/s._____

_____

___ _____, (Aadhaar No._____),adult, Indian inhabitant, having his/her/their address at_____

_____

_____

____ and assessed to Income Tax under PAN No. _____; hereinafter referred to as "the Allottee", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-percenery and survivor/s of them and the heirs, executors,

administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of body corporate/company its successors and permitted assigns) of the OTHER PART

WHEREAS :

(a) The Deed of Conveyance dated 28.03.2017 registered in the Office of the Sub-Registrar of Assurances, Mumbai under Sr. No. BRL-4/3634/2017, the OWNERS herein purchased from the then owners Late Indirabai Bhikaji Kale & Mr.Bhalchandra Bhikaji Kale all that piece and parcel of land bearing Survey No.382 Hissa No. 1/2, CTS No. 762-C and 762-1C, 2C and 3C admeasuring 493 Sq.Mts. of Village – Malad (South) earlier known as Vaidya Wadi and later known as Rukmani Niwas and at present known as WEBB, Taluka - Borivali, Dist: Mumbai Suburban at Street 19/1, Brahman Sabha Marg, Malad (West), Mumbai - 400064, more particularly described in the schedule hereunder written (hereinafter referred to as the "Said Property").

(b) The said owners of the said property got the plans for construction of a building thereon, sanctioned from Mumbai Municipal Corporation of Greater Mumbai Authorities and constructed a building known as "MALAD WEBB" on the said property consisting of 12 (Twelve) Residential Flats to accommodate its 12 members.

(c) The OWNERS herein have 12 members herein, having right, title and interest in the said property with said building standing thereon which is occupied by them through their respective flats on ownership basis.

(d) The building being about 30 years old construction, the said building of the OWNERS needs heavy structural repairs as well as internal and external plastering, painting, waterproofing etc. which needs substantial funds and due to development of the

adjoining properties during the monsoon water logging causes lots of problems to the occupants of the building of the society;

(e) After considering the said difficulties the OWNERS have decided to re-develop its property through DEVELOPER by demolishing the said existing building "MALAD WEBB" consisting of Ground Plus 3 (three) upper floors and by constructing a new multi storeyed building thereon to accommodate its present members by allotting each of them an ownership flat in the new building to be constructed in lieu of the their existing flats with rights to the Developers to sell the remaining flats in the new building for their benefit and profit as they may deem fit and proper;

(f) The OWNERS have decided to allow the DEVELOPERS to utilize the F.S.I. available for the said property of the OWNERS and also to permit the DEVELOPERS to obtain and consume F.S.I. in terms of Transferrable Development Right (T.D.R.), fungible F.S.I. and Additional / other permissible FSI under the present Development Control Regulations – 2034 in respect of the said property of the OWNERS;

(g) The DEVELOPERS herein vide their Letter dated 02.02.2012 gave their offer to the OWNERS, to re-develop OWNERS' said property.

(h) The said offer/proposal for Re-Development as given by the DEVELOPERS herein to the OWNERS herein was placed before their Special General Body Meeting of the SOCIETY held on 28/09/2014 and in the said meeting the redevelopment proposal is unanimously approved and further it is also resolved that the Managing Committee of the SOCIETY is authorized to sign and execute Development Agreement and all the necessary documents and writings for implementation of the Scheme of Re-Development of the said property by the said Developers

and it is also decided that the DEVELOPERS will start the activities necessary for the proposed re-development;

(i) The confirming party of the Development Agreement are the existing lawful members of the owner society and after having understood the terms and conditions of the Re-development of the said property of the owner society as agreed by and between the owner society and the Developer herein have duly confirmed the same as duly approved by them. Copy of said Resolution dtd 28/09/2014 is annexed hereto and marked as ANNEXURE-"A";

(j) In view of the aforesaid, by and under a Development Agreement dated 2nd February, 2022, duly registered with the office of the Sub Registrar of Assurances Borivali – 5 under Serial No. BRL – 1793/ 2022 (hereinafter referred to as the "the Development Agreement"), executed between the Society (therein referred to as the Society) of the One Part and the Developer (therein referred to as the Developer) of the Other Part, the Society granted to the Developer and the Developer acquired from the Society the rights to redevelop the said Land, being the plot of land situate at Survey No: 382 Hissa No. 1/2, CTS No. 762-C and 762-1C, 2C and 3C admeasuring 493 sq.mts. together with building thereon known as earlier known as Vaidya Wadi and later known as Rukmani Niwas of Village – Malad (South) earlier known as Vaidya Wadi and later known as Rukmani Niwas and at present known as WEBB, Taluka: Borivali, District: Mumbai Suburban within the limits of Brihan Mumbai Municipal Corporation lying being and situated at Brahman Sabha Marg, Underai Cross Road, Malad (West), Mumbai - 400064 and the Old Building for the consideration and on the terms and conditions mentioned therein. The Society also executed a Power of Attorney dated 2nd February, 2022 registered with the office of the Sub Registrar of Assurances Borivali – 5 under Serial No.BRL-5/1793/2022 on 02.02.2022 in favour of the Developer with respect to the redevelopment of the

said Land and the Old Building for the purposes more particularly mentioned therein.

(k) An authenticated copy of the Title Certificate of the Advocate certifying the right / entitlement of the Developer is annexed hereto and marked as Annexure "B" hereto (hereinafter referred to as "the said Title Certificate").

(l) An authenticated copy of the Property Card of the said Land is annexed hereto and marked as Annexure "C".

(m) The Developer has proposed to construct one building comprising of one wing with common areas, facilities and amenities (hereinafter referred to as "the Real Estate Project"). Accordingly, the Municipal Corporation of Greater Mumbai, (hereinafter referred to as "the M.C.G.M.") has approved the layout plan of the said Real Estate Project and a copy of the Intimation of Disapproval (IOD) bearing No. P-10544/2022/(762C)/P/N WARD/MALAD SOUTH/IOD/1/NEW dated 25TH November, 2022 issued in the name of the Developer is annexed hereto and marked as Annexure "F" Colly.

(n) The Society handed over quiet, vacant and peaceful possession of the said land and old building to the Developer in the month of November 2022, for demolition of the said old building.

(o) The Developer is entitled to construct the Real Estate Project on the said Land in accordance with the recitals hereinabove. An authenticated copy of the Commencement Certificate No. P-10544/2022/(762C)/P/N Ward/Malad South/CC/1/New dated 23RD March 2023 issued by the M.C.G.M. is annexed hereto and marked as Annexure "G".

(p) The Developer has entered into standard Agreement with Mr. S.H. Mhatre, an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

(q) The Developer has appointed a structural Engineer Mr. R.D. Magdum of M/s. R. D. Magdum for the preparation of the structural design and drawings of the building. The Real Estate

Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.

(r) The Allotee is offered a Flat bearing No. _____ on the _____ floor, (hereinafter referred to as "the said Flat") in the said Real Estate Project being constructed by the Developer. The said Flat are more particularly described in the Second Schedule hereunder written.

(s) On demand from the Allottee, the Developer has given inspection to the Allottee of all the documents of title relating to the said Land, and the plans, designs and specifications prepared by the Developer's Architects, Mr. S.H. Mhatre, and of such other documents as are specified under the RERA and the Rules and Regulation made thereunder and the Allottee has satisfied himself / herself / itself about the title of the said Land and has found the same to be clear, marketable and free from encumbrances.

(t) An authenticated copy of the plan and specifications of the flats agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure "H" hereto.

(u) The Developer has registered the Real Estate Project with the Real Estate Regulatory Authority (hereinafter referred to as "Authority") under the provision of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") read with the provision of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules 2017 (hereinafter referred to as "RERA Rules"). The Authority has duly issued a Certificate of Registration bearing No. _____ dated _____ (hereinafter referred to as "the RERA Certificate") for the Real Estate Project and a copy of the RERA Certificate is annexed hereto and marked as Annexure "I".

(v) The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below :-

(w) The Real Estate Project consists of one building known as "Malad Webb" (hereinafter referred to as "the said building")

(x) The said building shall comprise flats consisting of 26 (Twenty Six) residential flats in one building as per the details provided in the proposed layout.

(y) Total FSI of 741.72 square meters has been sanctioned for consumption in the construction and development of the Real estate Project. The Developer proposes to eventually consume a FSI of 1213.74 square metres aggregating to total FSI of 1213.74 square metres in the construction and development of the Real Estate Project.

(z) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee are listed in the Third Schedule hereunder written (hereinafter referred to as "Real Estate Project Amenities").

(aa) The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Real Estate Project. The Allottee has also examined all documents and information uploaded by the Developer on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

(bb) The above details along with the annexes to the RERA Certificate and further aspects of the proposed future and further development of the said Land ("Proposed Future and Further Development of the said Land") are available for inspection on the website of the Authority at https:\\maharera.mahaonline.gov.in and are annexed with the RERA Certificate at Annexure "I" hereto.

(cc) The Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations,

sections and of the said building/s and shall obtain the balance approval from various authorities from time to time, so as to obtain Occupation Certificate / Building Completion Certificate of the Real Estate Project, the nature of development of the said Land would constitute a mixture of users as may be permissible under applicable las from time to time.

(dd) While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the M.C.G.M.

(ee) The Developer has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.

(ff) The Allottee's is/are desirous of purchasing the said Flat bearing No.____ on the _____ floor of the Real Estate Project. The carpet area of the said Flat is _____ sq. meters and "carpet area" means the net usable floor area of the said Flat excluding the area covered by the external walls, areas under service shaft, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said Flat.

(gg) By virtue of the Development Agreement / Power of Attorney, the Developer has the sole and exclusive right to sell the said Flat in the Real Estate Project to be constructed by the Developer, and, to enter into this Agreement with the Allottee of the said Flat and to receive the sale consideration in respect thereof.

(hh) The Developer has agreed to sell the Allottee and the Allottee has agreed to purchase and acquire from the Developer, the said

Flat and/or with covered stack parking space, at or for the price of Rs._____ (Rupees _____only) and upon the terms and conditions mentioned in this Agreement (hereinafter referred to as "Sale Consideration"). Prior to the execution of these presents, the Allottee has paid to the Developer a sum of Rs. _____ (Rupees _____only), being part payment of the Sale consideration of the Flat agreed to be sold by the Developer to the Allottee as advance payment (the payment and receipt whereof the Developer does hereby admit and acknowledge). The Allottee has agreed to pay to the Developer balance of the Sale Consideration in the manner hereinafter appearing.

(ii) The photocopies of the following documents are annexed hereto as annexure as set out hereinafter :

a. Resolution passed by the said Malad Webb Apartment CHS Ltd. in Special General Body Meeting on dated 28th September, 2014, as Annexure – "A".
b. Title Certificate dated _____ as Annexure – "B".
c. Property Card in respect of the said plot as Annexure "C".
d. Index – II of the Development Agreement dated 2nd February, 2022 as Annexure – "D".
e. The Layout Plan of the new building as Annexure – "E".
f. I.O.D. bearing No. P-10544/2022/(762C)/P/N WARD/MALAD SOUTH/IOD/1/NEW dated 25TH November, 2022 as Annexure – "F".
g. CC NO. P-10544/2022/(762C)/P/N Ward/Malad South/CC/1/New dated 23RD March 2023 as Annexure – "G".
h. Typical floor plans and specifications approved by the local authority in respect of the said Flat as Annexure – "H"

(jj) Under Section 13 of the RERA the Developer is required to execute a written agreement for sale of the said Unit with the

Allottee i.e., this Agreement and is also required to register this Agreement under the provision of the Registration Act, 1908.

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

(ll) In accordance with and subject to the terms and conditions set out in this Agreement, and as mutually agreed upon by and between the parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the Flat / Commercial Unit as set out herein below.

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

1) THE RECITALS FORM OF THE AGREEMENT :-

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

2) DESCRIPTION OF THE PROJECT :

The Developer shall construct the Real Estate Project being One residential building known as "Malad Webb" Consisting with Ground Floor Plus 8 Storeys, to accommodate Residential Flats on the Project Land in accordance with the plans, designs and specification as approved by the M.C.G.M. from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the Third Schedule hereunder written.

PROVIDED THAT the Developer shall have to obtain prior consent in writing of the Allottee in respect of any variations or modification which may adversely affect the said Unit of the Allottee, except, any alteration or addition required by any Government authorities, or, due

to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee.

3) PURCHASE OF THE FLAT / COMMERCIAL UNIT AND SALE CONSIDERATION:

A) On demand of the Allotee/s, the Developers have given inspection to the Allotee/s of all the documents of title relating to the said Property, the Plans, designs and specifications prepared by the Developers' Architects and all other documents as are specified under the RERA Rules and Regulations made thereunder. The Allotee/s has understood the documents and information in all respects. The Allotee/s has agreed and consented to the development of the Project.

a. The Allotee/s after having investigated and being fully satisfied in respect of title of the Developers to the said property, the Allottee hereby agrees to purchase and acquire from the Developer, and the Developer hereby agrees to sell to the Allottee, the said flat / shop - No. _____ admeasuring _____ square meters carpet area as per RERA, in _____ Wing, on the _____ floor in the said building along with _____ Car parking space on _____Podium / Ground floor on Ownership basis (the said Unit are more particularly described in the Second Schedule and are shown in the floor plan annexed and marked as Annexure "H" hereto) at and for the total consideration of Rs._____ (Rupees_____Only).
b. The Allottee hereby agrees to purchase from the Developer, and the Developer hereby agrees to sell to the Allottee, one covered parking space system being constructed on the said Land. Further that the Allottee shall not in the future raise any dispute about the suitability of the said parking space as constructed by the Developer.

c. The Allottee has paid before execution of this Agreement, a sum of Rs._____ (Rupees

_____ only) (which does not exceed 10% of the Sale Consideration) as advance payment and hereby agrees to pay to the Developer the balance amount of the Sale Consideration of Rs._____ (Rupees _____ only) in the following manner :-

a. The Allottee has paid before execution of this Agreement, a sum of Rs._____(Rupees _____ only) (which does not exceed 10% of the Sale Consideration) as advance payment and hereby agrees to pay to the Promoter the balance amount of the Sale Consideration of Rs._____ (Rupees _____ only) 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...../-(.....) (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.

d. The Sale Consideration excludes taxes (consisting of tax paid or payable by way of goods & Service Tax and all levies, duties and cesses or any other indirect taxes which may be levied in connection with the construction of and carrying out the Project and/or with respect to the said Unit and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Unit, shall be borne and paid by the Allottee alone and the Developer shall not be liable to bear or pay the same or any part thereof. All these payments will made by the Allottee as and when called upon by the Developer and/or as required by the concerned Government or authority, as the case may be.

e. The Allottee shall be entitled to deduct Tax Deducted at Source ("TDS") in accordance with the provisions of the Income Tax Act, 1961 from every payment made to the Developer towards the Sale Consideration. The Allottee shall forthwith (however, not later than the

prescribed time limit in accordance with law) deposit the said amount deducted as TDS with the Government Treasury in the account of the Developer and shall furnish the requisite TDS Certificate to the Developer. Non-payment of TDS amount and non-furnishing of TDS Certificate by the Allottee in the name of the Developer shall be considered as a breach of this Agreement.

f. The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer 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 Developer shall enclose the said notification/order/rule/regulation/demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

g. The Developer may, in its sole discretion, allow a rebate for early payment of any of the abovementioned instalments payable by the Allottee by discounting such early payments at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% 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 Developer.

h. The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Building is complete and the Occupation Certificate is granted by the M.C.G.M., by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Sale consideration payable on the basis of the carpet area of the Flat / Commercial Unit shall be recalculated upon confirmation by the Developer. If there is any reduction in carpet area more than the defined limit of 3%, then, the Developer shall refund the excess money paid by Allottee withing 45 (forty five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Developer shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Units. It is clarified that the payments to be made by the Developer/Allottee, as the case may be, under this Clause 3 (iv) shall be made at the same rate per square meter as agreed in the clause 3 (i).

i. The Allottee authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Developer may in its sole discretion deem fit and the Allottee undertakes

not to object/demand/direct the Developer to adjust his/her/its payments in any manner.

4) The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the M.C.G.M. or any other authority at the time of sanctioning the plans of the Real Estate Project or thereafter and shall, before handing over possession of the said Unit to the Allottee, obtain from the M.C.G.M., the Occupation Certificate or Completion Certificate in respect of the said Unit, as may be applicable.

5) Time is of essence of this Agreement for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the Real Estate Project and handing over the Unit to the Allottee and the common areas in the Real Estate Project to the Society after receiving the Occupation Certificate in respect thereof. Similarly, the Allottee shall made timely payments of all instalments of the Sale Consideration and other dues payable by him/her and meeting, complying with and fulfilling all its other obligations under this Agreement.

6) FSI, TDR AND DEVELOPMENT POTENTIAL WITH RESPECT TO THE SAID BUILDING ON THE SAID LAND:

The Allottee hereby agrees, accepts and confirms that the Developer proposes to develop the Real Estate Project (including by utilisation of the full development potential) in the manner more particularly detailed at Recital P (iii) above and as per the plans, proformas and specifications pertaining thereto and as per the Proposed Layout and potential and the Allottee has agreed to purchase the said

Unit based on the unfettered and vested rights of the Developer in this regard. The Developer is entitled to amend, modify and/or substitute the proposed future and further development of the said Land, in full or in part, as may be required by the applicable las from time to time.

7) POSSESSION DATE, DELAYS AND TERMINATION :

a. The Promoter shall give possession of the Apartment to the Allottee on or before 30th day of June, 2025. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 7 (b) i herein below from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

1) war, civil commotion or act of God ;

2) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

b. If the Developer fails to abide by the time schedule for completing the said Real Estate Project and for handling over the said Unit to the Allottee on the

Possession Date (save and except for the reasons as stated in Clause 7(i) above), then the Allottee shall be entitled to either of the following options:-

i. Call upon the Developer by giving a written notice by Courier / E-mail / Speed Post A.D. / Registered Post A.D. at the address provided by the Developer (hereinafter referred to as "Interest Notice"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum (hereinafter referred to as "the Interest Rate") thereon for every month of delay from the Possession Date, on the Sale Consideration paid by the Allottee. The interest shall be paid by the Developer to the Allottee till the date of offering to hand over of the possession of the said Unit by the Developer to the Allottee; OR

ii. the Allottee shall be entitled to terminate this Agreement by giving a written notice to the Developer by Courier / E-mail / Speed Post A.D. / Registered Post A.D. at the address provided by the Developer (hereinafter referred to as "Allottee Termination Notice"). On receipt of the Allottee Termination Notice by the Developer, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Allottee Termination Notice by the Developer, the Developer shall refund to the Allottee the amounts already received by the Developer under this Agreement with interest at the

Interest Rate to be computed from the date the Developer received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Developer (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Developer and/or the said Unit and/or car park and the Developer shall be entitled to deal with and/or dispose of the said Unit and/or the car park in the manner it deems fit and proper. The Developer shall not be liable to refund to the Allottee the GST, cess, any other direct or indirect taxes and / or interest thereon paid on the Sale Consideration by the Allottee to the Developer.

c. In case the Allottee elects its remedy under sub-clause (ii) (a) above then in such a case the Allottee shall subsequently not be entitled to the remedy under sub clause (ii) (b) above.

d. If the Allottee fails to make any payment on the stipulated date/s and time/s as required under this Agreement, then the Allottee shall pay to the Developer interest at the Interest Rate, on all and any such delayed payment computed from the date such amount was due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

e. Without prejudice to the right of the Developer to charge interest at the Interest Rate Mentioned at Clause 7(iv) above, and any other rights and remedies

available to the Developer, on the Allottee committing default in payment on a due date of any amount due and payable by the Allottee to the Developer under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and the Allottee committing three defaults of payment of instalments, the Developer shall be entitled, at its own option and discretion, to terminate this Agreement. Provided that, the Developer shall give a notice of 15 (fifteen) days in writing to the Allottee (hereinafter referred to as "Default Notice"), by Courier / E-mail / Speed Post A.D. / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this agreement with details/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach of breaches mentioned by the Developer within the period of the Default Notice, including making full and final payment of any outstanding dues together with interest thereon computed at the Interest Rate, then at the end of the period specified in the Default Notice, the Developer shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee (hereinafter referred to as "Developer Termination Notice"), by Courier / E-mail / Speed Post A.D. / Registered Post A.D. at the address provided by the Allottee. On receipt of the Developer Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this

Agreement in the manner as stated in this sub-clause, the Developer shall be entitled to forfeit 10% (ten percentage) of the Sale Consideration as and by way of agreed genuine pre-estimate of liquidated damages (hereinafter referred to as "Liquidated Damages"). Within a period of 30 (thirty) days of the Developer Termination Notice, the Developer shall, after deduction of the liquidated damages, refund to the Allottee the amounts already received by the Developer under this Agreement. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Developer and/or the said Unit and/or car park and the Developer shall be entitled to deal with and/or dispose of the said Unit and/or car parks in the manner it deems fit and proper. The Developer shall not be liable to refund to the Allottee the GST, cess, any other direct or indirect taxes and / or interest thereon paid on the Sale Consideration by the Allottee to the Developer.

f. The Allottee and the allottees of the other premises shall join in the formation and registration of the Organisation and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the Organisation including bye-laws of the Organisation

and duly fill in, sign and return to the Developer within 7 (seven) days of the same being forwarded by the Developer to the Purchaser, so as to enable the Developer to register the Organisation under Section 10 of the Act within the time limit prescribed under Rule 8 of the Act or such other extended time which the Developer may deem fit and proper and No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority. The Developer reserves the right to form either a single organization of all Building/s and/or may form individual and separate organization for each Building and the Purchaser agrees to the same.

g. The Developer shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in respect of the Developer's share of area in the Building/s, provided that the same does not in any way materially prejudice the right of the allottee in respect of the Premises.

h. In such event, the allottee agrees to abide by any and

all terms, conditions, rules and/or regulations that may be imposed by the Developer or the project management agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Plot and common areas and facilities within the Larger Plot and Buildings constructed thereon.

i. The Developer shall at its entire cost, expense and risk, always be freely entitled and be at liberty to avail of and raise loans, finance and/or other credit facilities from banks, financial / institutions and/or any other person/s, against the mortgage/charge of the Developer's share of area only . The Developer shall alone be liable and responsible for repayment thereof, together with the interest and all other charges and amounts payable in respect thereof. In this regard, the Developer shall be entitled to sign, execute and register all necessary documents including mortgage deeds and loan agreements against the mortgage/charge of the Developer's share of area only, without affecting the Premises agreed to be Purchased by the Allottee.

8) The Common areas, facilities and amenities in the said Project that may be usable by the Allottee are listed in the Third Schedule hereunder written. The internal fitting and fixtures in the said Unit that shall be provided by the Developer are listed in the Fourth Schedule hereunder written.

9) PROCEDURE FOR TAKING POSSESSION :

a. Upon obtainment of the Occupancy Certificate from the M.C.G.M. and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Developer shall offer possession of the said Unit to the Allottee in writing ("Possession Notice") by Courier / E-mail / Speed Post A.D. / Registered Post A.D. at the address provided by the Allottee. The Allottee agrees to pay the maintenance charges as determined by the Developer or the Society, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project, provided the Allottee has made payment of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement.

b. The Allottee shall take possession of the said Unit within 15 days of the Possession Notice.

c. Upon receiving the Possession Notice from the Developer as per Clause 9(i) above, the Allottee shall take possession of the said Unit from the Developer by executing necessary indemnities, undertakings and

such other documentation as may be prescribed by the Developer, and the Developer shall give possession of the said Unit to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the Unit within the time provided above in this Clause, the Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the said Unit, as applicable and as shall be decided by the Developer/Society.

d. Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Unit, of outgoings in respect of the Real Estate Project and said Land including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said Land to the Society.

10) DEFECT LIABILITY PERIOD :-

If withing a period of 5 (Five) years from the date of handling over the said Unit to the Allottee, the Allottee brings to the notice of the Developer any structural defect in the said Unit or the said Building or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Developer at its own cost and in case it is not possible

to rectify such defects, then the Allottee shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the RERA. It is clariid that the Developer shall not be liable for any such defects if the same have been caused by reason of the wilful default and/or negligence of the Allottee and/or any other Allottees in the Real Estate Project or by wear and tear in regular course.

11) For the purpose of defect liability works, the said liability shall be those which are not covered under the maintenance of the said Building as stated in this Agreement. Further, it is agreed by the Allottee that any damage or changes done within the units sold or in the Building by the Allottee and/or any other Allottees or by any third person on behalf of the Allottee, then the Allottee expressly absolves the Developer from the same liability and specifically consent that on such act done, the Allottee shall waive his/her/their rights to enforce the defect liability on and towards the Developer. Furthermore, the Developer shall not be responsible for any defect occurring during the defect liability period as mentioned hereinabove where (i) the manufacturer warranty as shown by the Developer to the Allottee ends before the defect liability period; and (ii) such warranties are covered under the maintenance of the said Building and if the annual maintenance contracts are not done/renewed by the Allottees/s / society. The Real Estate Project as a whole has been conceived, designed and constructed based on the commitment and warranties given by the vendors / manufacturers that all equipment's, fixture and fittings shall be maintained and

covered by maintenance/warranty contracts so as to the same be sustainable and in proper working conditions to continue warranty in both the said Unit and the common project amenities, wherever applicable. That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the said building includes minor hairline cracks on the external and internal wall excluding the RCC structure which happen due to variation in temperature of more that 20 degrees Celsius and which do not amount to structural defects, and hence, cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, the Developer shall appoint an expert / surveyor who shall survey and assess the same and shall then submit a report to state the defect in materials used, in the structure built of the said building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement. The said report shall be final and binding on the Allottee.

12) The Allottee shall use the said Unit or any part thereof or permit the same to be used only for residential purpose. The Allottee shall use the car pit puzzle parking space only for purpose of parking vehicle, if the parking space allotted by the Developer.

13) The Allotee hereby indemnified and keep indemnified the Developer against and all claims, expenses, charges, demands, actions, and liabilities whatsoever arising by reason of the breaches by the Allottee of any of the terms of this Agreement.

14) **MEMBERSHIP OF THE SOCIETY :-**

a. The Allottee shall, along with other allottees of Units in the Real Estate Project, be joined as members of the Malad Webb Apartment CHS Ltd.

b. For this purpose, the Allottee shall from time to time sign and execute the application for membership and all other papers, forms, writing 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 Society within 7 (seven) days of the same being made available to the Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

c. The Society shall admit all purchasers of Units in the Real Estate Project as members.

d. The Developer shall be entitled, but not obliged to, join as a member of the Society in respect of unsold Units in the Real Estate Project, if any. The Developer shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/ charges and/or non-occupancy charges, donation, premium amount, compensation or whatsoever to the Society for the sale / allotment or transfer of the unsold areas in the Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold Units) and a sum of Rs._____ (Rupees _____ only) per month in respect of each unsold Units toward the outgoings.

e. The Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

15) The Allottee shall, before delivery of possession of the said Unit in accordance with Clause 14 above, deposit the following amounts with Society ;

a. Rs.600.00 (Rupees Six Hundred Only) for share money, application entrance fee of the Society.

b. Rs._____ (Rupees _____ only) for proportionate share of Deposit for Electric Meter, Gas etc in respect of the Unit in the Society.

c. Rs._____ (Rupees _____ only) plus GST (if applicable) for proportionate share of taxes and other charges / levies in respect of the Society for the one year.

16) The Allottee shall pay to the Developer as sum of Rs. 450.00 plus GST (if applicable) per square feet for Development Charges before the delivery of possession of the Unit.

17) The Allottee shall pay to the Developer a sum of Rs.15,000.00 (Rupees Fifteen Thousand only) for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Developer in connection with this Agreement, the transaction contemplated hereby, for preparing other deeds, documents and writings before the delivery of possession of the Unit.

18) The Developer has informed the Allottee that there may

be common passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said Land. The Developer has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common for the Allottee along with other purchasers of units in the Real Estate Project and/or on the said Land, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats / Commercial Unit on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee Shall be determined by the Developer and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the purchasers of flats / commercial Unit in the Real Estate Project shall object to the Developer laying through or under or over the said Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for the said Building and /or any other buildings/towers adjoining the said Land.

19) The Real Estate Project will be constructed with deficiency /concessions in open spaces/ joint open spaces and that the Allottee will not object to the development of adjoining plots with deficient open spaces. Further, the Allottee shall sign and execute all declarations, affidavits, NOCs, etc., as may be necessary to be submitted with the

MCGM and other concerned authorities in the course of redevelopment of the said land and further that this agreement be treated as consent and No Objection from the Allottee for redevelopment of the said land in accordance with provision hereof.

20) REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER :

The Developers herby represents and warrants to the Allottee's as follows, subject to what is stated in this agreement and all its Schedules and Annexes, subject to what is stated in Title Certificate and subject to the RERA Certificate :-

a. The Developer has clear and marketable title with respect to the said land; as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the real estate project;
b. The Developer has lawful rights and requisite approval from the competent Authorities to carry out development of real estate project and shall obtained requisite approvals from time to time complete the development of Real Estate Project;
c. There are no encumbrances upon the Real Estate Project.
d. There are no litigation pending before any court of law with respect to the Real Estate Project;
e. All approvals, license and permit issue by the competent authorities with respect to the Real Estate Project are valid and subsisting and have been obtained by following due process of law. Further, all

approvals, license and permits to be issued by competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Developer has been and shall, at all-time, remained to be compliance with all applicable laws in relation to the Real Estate Project and common areas;

f. The Developer has 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;

g. The Developer 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 said Land and the said Unit, which will, in any manner, adversely affect the rights of Allottee under this Agreement;

h. The Developer confirms that the Developer is not restricted in any manner whatsoever form selling said Unit to be Allottee in the manner contemplated in this Agreement;

i. The Developer has duly paid and shall continue to pay and discharge undisputed government dues, rates charges and taxes other monies, levies, imposition, premium , damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the Competent Authorities till the receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project and to the competent Authorities till the receipt of the Occupation Certificate or Completion Certificate with

respect to the Real Estate Project and thereafter shall be borne by the Society;

j. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Developer in respect of the Land and/or the Real Estate Project except those disclosed in the Title Report.

21) The Developer may appoint a third party/ agency for the purpose of operating and maintaining the Real Estate Project and the said Land including any common areas facilities and amenities on such terms and conditions as it may deem fit.

22) The Developer shall be entitled to designate any spaces/areas on the said Land or any part thereof (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provisions and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed including by the purchaser/s of the units to be constructed thereon. Such designation may be undertaken by the Developer on lease, leave and license basis or such other method as the Developer may be deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid / provided in the manner the Developer may require and may be utilized in common including by purchaser/s of units in the Real Estate Project/ on the said Land as the

case may be. The Developer and its workmen/agents/contractors/employees any third-party contracts shall be entitled to access and service infrastructure and utilities over the said Land.

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

24) REPRESENTATIONS AND WARRANTIES OF THE PURCHASER/S /ALLOTTEES/S :-

a. The Allottee, with intention to bring all persons into whosoever hands the Flats / Commercial Unit and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Developer as follows:-

b. To maintain the said Unit at the Allottee' s own cost in good and tenantable repair condition from the date of possession of the said Unit is offered and shall not do

or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Unit is situated and the said Unit itself or any part thereof without the consent of the local authorities and the Developer.

c. Not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature or as so heavy as to damage the construction or structure of the Real Estate Project in which the said Unit is situated or storing in 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 staircase, common passage or any other structure of the building in which the said Unit is situated, including entrance of the Real Estate Project in which the said Unit is situated and in case any damage is caused to the Real Estate Project in which the said Unit is caused to the Real Estate Project in which the said Unit is situated or the said Unit on account of negligence or default of the Allottee in the behalf, the Allottee shall be liable for the consequence of the breach.

d. To carry out at Allottee's own cost all internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Developer to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Unit is situated or the said 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 be concerned local authority and/or other public authority.

e. Not to demolish or cause to be demolished the said 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 said Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Unit is situated and shall keep the portion, sewers, drains and pipes in the said Unit and the appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the others parts of the Real Estate Project in which the said 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 said Unit without the prior written permission of the Developer and/or the M.C.G.M.;

f. Not to do or permit to be done any act or thing which may render or voidable any insurance of the said Land and/or the Real Estate Project in which the said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

g. 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 said Land

and/or the Real Estate Project in which the said Unit is situated.

h. Pay to the Developer within 7 (Seven) days of demand by the Developer, his/her/their share of maintenance charges, security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the Real Estate Project in which the said Unit is situated.

i. Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, water, electricity and piped gas charges, insurance, and such other levies, if any, imposed by the concerned local authority and/or government.

j. Not to change the user of the said Unit without the prior written permission of the Developer and/or Society;

k. The Allottee Shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Unit or dispose of or alienate otherwise howsoever, the said Unit and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Developer under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate, if any. In the event the Allottee is desirous of transferring the said Unit and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee

shall be entitled to effectuate such transfer only with the prior written permission of the Developer.

l. The Purchaser/s/Allottee/s and persons to whom the said Unit is/are permitted to be transferred, shall, from time to time, sign all applications, papers, and documents and do all acts, deeds and things, as the Developers may require for safe-guarding the interest of the Developers and/or the Purchaser/s/Allottee/s and other Purchaser/s/Allottee/s of the said Unit in the said New Building being constructed on the said Plots.

m. The Allottee shall observe and perform all the rules and regulations which the Society may adopt and its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Unit in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

n. The Allottee shall permit the Developer and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Unit and the Real estate Project or any part thereof to view and examine the state and condition thereof.

o. All undertaking, declarations, indemnity bond/bonds, deeds and writing/s given/executed and/or may be executed by the Developer in favour of M.C.G.M. and the concerned bodies/ authorities in respect of the said Land and its development shall be binding upon the Allottee/s and Society of the purchaser/s of the Unit.

p. Till the entire development of the said Land is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Developer alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the said Land and the Allottee/s shall have no right or interest in the enjoyment and control of the Developer in this regard.

q. The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/or any rights in nature of an easement and/or obstruction of light, air, ventilation, open space and/or open area, and/or on any other grounds, of any nature whatsoever and/or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Muncipal or any other authorities to issue stop work notice, and/or withdraw and/or suspend or cancel any orders passed and/or approved plans so as to prevent the Developer, or any of their nominees or transferees, from developing and/or to carry out construction on the said Land.

r. The Purchaser/s/allotee/s confirm/s having knowledge that the Developers is entitled to the said Developers Commercial Premises and said Developers' Exclusive Amenities as defined in Recital "N" and clause 16. The Society shall not claim any transfer Fee including contribution of the Corpus Funds from the Developers and their nominees for admitting them as the member of the Society. The new Flat/Commercial Unit Purchaser shall be bound to comply with all procedure for becoming the member. After becoming the member of the Society, the new Flat/Commercial Unit purchaser shall be at par with the existing members. However, such new Flat/Commercial Unit Purchasers, shall not be entitled to demand any share in the consideration and/or other benefits which are agreed to be provided to the Society and/or its existing members by the Developer against the granting of the development rights of the said property. in respect of unsold and/or un-allotted premises that are remaining with the Developers after the allotment of the premises, the Developers shall only be responsible and liable to contribute the proportionate property taxes in respect of such units/premises.

s. Not to shift windows of the said Unit and/or carry out any changes in the said Unit so as to increase the area of the said Unit and/or put any grill which would affect the elevation of the said New Building and/or carryout any unauthorized construction in the said Unit. In the event if, any such change is carried out by the Purchaser/s/Allottee/s he/she/they shall remove

the same within 24 hours after receipt of notice in that regard from the Developers/said Malad Webb Apartment CHS Ltd. In the event, Purchaser/s/Allottee/s fail/s to remove the same within the period of 24 hours, then the Developers/said Malad Webb Apartment CHS Ltd. shall be entitled to enter upon the said Unit and remove such unauthorized construction and the Purchaser/s/Allottee/s hereby agree/s and undertake/s not to raise any objection for the same and/or demand any damages for the same from the Developers/said Malad Webb Apartment CHS Ltd.

t. The Purchaser/s/Allottee/s shall not cover the area of the flowerbed with debris, blocks, tiles or any such material and shall not conceal the pipes passing through the portion of the flower-bed and also shall not cover chajja and duct of the buildings and shall not put any flower pots etc. encroaching the flowerbed, chajja and ducts and shall not do any such filling which would lead to excess load on the slab of the flower-bed portion which is adjoining the living room

u. The Purchaser/s/Allottee/s shall be entitled to use the lifts in the said New Building PROVIDED HOWEVER all the persons using the lift shall do so at their own risk. The Purchaser/s/Allottee/s shall not carry or cause to be carried heavy or bulky packages to the upper floors by the lifts. The Purchaser/s/Allottee/s shall not cause any damage to the lifts, staircase, common passages, refuge area or any other parts of the said New Building on the said Property.

25) Notwithstanding anything to the contrary contained

herein, the Allottee shall not be entitled to claim possession of the said Unit until the Occupation Certificate is received from the M.C.G.M. and the Allottee has paid all dues payable under this Agreement in respect of the said Unit to the Developer and has paid the necessary maintenance amount/deposit, GST and other taxes payable under this Agreement of the said Unit to the Developer.

26) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or the Real Estate Project or the said Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him/her/them and all open spaces, pit puzzle parking space, lobbies, staircase, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Developer as hereinbefore mentioned until the receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project.

27) DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE :

After the Developer executes this Agreement it shall not mortgage or create a change on the said Unit 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.

28) MISCELLANEOUS : -

a. The Purchaser/s/Allottee/s shall at no time demand partition of his/her/their interest in the said New Building and/or in the said Property. it is hereby agreed and declared by the Purchaser/s/Allottee/s that his/her/their such interest in the said New Building is impartible.
b. Nothing contained in these presents shall be construed to confer upon the Purchaser/s/Allottee/s any right, title or interest of any kind whatsoever in, to or over the said Property, said New Building and the said Unit or any part thereof. Such conferment shall take place only upon the said Malad Webb Apartment CHS Ltd. admits the Purchaser/s/Allottee/s as its member/s.
c. Any delays or indulgences shown by the Developers in enforcing terms of this Agreement or any forbearance given or relaxing the payment schedule or of any instalments thereof by the Developers shall not be construed as a waiver of any rights, on the part of the Developers.
d. The Developers shall not be responsible or liable for any consequence arising out of any change or modification or enactment or re-enactment, fresh interpretation of any law (State and Central), Rules, Regulations, Circulars, Notifications, and Bye-laws.
e. Headings used in this Agreement are for the purpose of convenience and reference only and shall not be deemed to reduce the scope of the clauses of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
f. The execution of this Agreement shall be complete only after the Agreement is duly stamped and

executed by the Purchaser/s/Allottee/s and the Developers and registered at the concerned office of Sub-Registrar of Assurances.

g. This Agreement shall, to the extent they are statutory, always be subject to the provisions contained in the said Act and rules made there under being re-enactment of MOFA and/or any other provisions of Law Applicable, thereto.

29) BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan at Clause 3 above, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned office of the Sub-Register of Assurances as and when intimated by the Developer. If the Allottee fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Register for its registration as and when intimated by the Developer, then the Developer 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. The Developer shall not be

liable to refund to the Allottee the GST, cess, any other direct or indirect taxes and/or interest thereon paid on the Sale Consideration by the Allottee to the Developer.

30) ENTIRE AGREEMENT:-

This Agreement, along with its schedules and annexes constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangement, whether written or oral, if any, between the Parties in regard to the said Unit/building as the case may be.

31) RIGHT TO AMEND :-

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

32) PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES :-

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

33) SEVERABILITY:-

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

the extent necessary to conform to the RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

34) METHOD OF CALCULATION OF PROPORTIONATE SHARE :-

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

35) FURTHER ASSURANCES :-

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

36) PLACE OF EXECUTION :-

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's office, or at some other place, which may be mutually agreed between the Developer and the Allottee, in Mumbai City. After the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution, said

Agreement shall be registered at the office of the Sub-Registrar. Hence, this Agreement shall be deemed to have been executed at Mumbai.

37) The Allottee and/or Developer shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Developer/ or its authorized signatory will attend such office and admit execution thereof.

38) It is abundantly made clear to the Purchaser that if the Purchaser is a NRI/foreign national of Indian origin in respect of all remittances, acquisitions/transfer of the said Unit, it shall be his sole responsibility to comply with the provisions of FEMA, 1999 or statutory enactment or amendments thereof, and the rules and regulations of RBI or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of FEMA or such statutory enactments or amendments thereof and the rules and regulations of RBI or any other applicable law from time to time. The Purchaser understands and agrees that in the event of ant failure on his part to comply with the prevailing exchange control guidelines issued by RBI he alone shall be liable for any action under FEMA or any other statutory modifications or re-enactments thereto. The Developers accept no responsibility in this regard and the Purchaser agrees to indemnify and the keep the Developers indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

39) The Purchaser agrees that consideration mentioned

herein above for the said Unit is exclusive of premium/s, Proportionate cost of TDR, prorate cost of Fungible FSI cost, It is expressly agreed by the Purchaser herein to contribute his prorate towards contribution of the same as per the ready reckoner rates as on the date of possession.

40) Any provision of this Agreement which is prohibited, unenforced or is declared or found to be inoperative, void or illegal by a court of competent jurisdiction, shall be ineffective only to an extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provision of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Is any such invalidity substantially affects or alters the commercial basis of the Agreement, the parties shall negotiate in good faith to amend and modify the provisions and term of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effects as the original provisions and terms of this Agreement.

41) All notice to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Courier/ Speed Post A.D. / Registered Post A.D. or notified Email ID at their respective addresses specified below:

Allottee :

Address :

Notified Email ID :

Developer : Neeraa Enterprises

Address : Shop No. 4 & 5, Acme Shopping Arcade, Gr.Floor, Cinestar Compound, Trikamdas Road, Kandivali (West)
Mumbai – 400 067

Notified Email ID : _____

42) It shall be the duty of the Allottee and the Developer 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 Developer or the Allottee, as the case may be.

43) JOINT ALLOTTEES :-

That in case there are Joint Allottees, all communications shall be sent by the Developer 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.

44) STAMP DUTY AND REGISTRATION CHARGES:-

The Stamp Duty and the Registration Charges on this Agreement shall be borne and paid by the Purchaser/s/Allottee/s.

45) WAIVER NOT A LIMITATION TO ENFORCE :-

The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payment as per the payment plan, including waiving the payment or interest for delayed payment. Any waiver shall be effective only if it is writing. It is

made clear and so agreed by the Allottee that exercise of discretion by the Developer in case of one Allottee shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of the other Allottees. Failure on the part of the Developer to enforce at any time or for any period of time the provisions hereof shall not be constructed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

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

47) 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.

48) GOVERNING LAW :-

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the exclusive jurisdiction with respect to all matters pertaining to this Agreement.

FIRST SCHEDULE ABOVE REFERRED TO :

(Schedule of Land and Old Building)

ALL THOSE PIECES AND PARCELS OF land bearing Survey No: 382 Hissa No. 1/2, CTS No. 762-C and 762-1C, 2C and 3C admeasuring 493 sq.mts. together with building thereon known as earlier known as Vaidya Wadi and later known as Rukmani Niwas of Village – Malad (South) earlier known as Vaidya Wadi and later known as Rukmani Niwas and at present known as WEBB, Taluka: Borivali, District: Mumbai Suburban within the limits of Brihan Mumbai Municipal Corporation lying being and situated at Brahman Sabha Marg, Underai Cross Road, Malad (West), Mumbai - 400064, and bounded as follows:-

On or towards East	:	By the property bearing CTS No. 761, partly belonging to Moreshwar K. Joshi and partly belonging to Dayabhai Bhailal as said to be.
On or towards West	:	By Brahman Sabha Road, said to be Underai Cross Road, a Public Street.
On or towards North	:	By the property bearing CTS No. 762-B.
On or towards South	:	By the property bearing CTS No. 786 or 756,

SECOND SCHEDULE ABOVE REFERRED TO :

(Schedule of the said Flat / Commercial Unit)

ALL THAT RESIDNETIAL FLAT / COMMERCIAL UNIT being No._____ admeasuring _____ Square Meters, i.e._____ Square Feet carpet area approximately (more

particularly shown on the tentative plan hereto annexed with red colour boundary lines thereon) on the _____ Floor of the proposed new building known as "**Malad Webb"** being constructed on the property more particularly described in the First Schedule hereinabove alongwith with One parking space.

THIRD SCHEDULE ABOVE REFERRED TO :

(Description of Common Area and Facilities)

1) Staircase and Staircase Landing
2) Entrance Lobby
3) Lift & Lift Lobby on each floor
4) Underground and Overhead Water Tank
5) Lift Machine Room
6) Terrace
7) Meter Room
8) Society Office
9) Fitness Centre
10) Security Cabin

FOURTH SCHEDULE ABOVE REFERRED TO :

(Description of typical Amenities in the Flat)

1) Structure of the building will be Earthquake Resistant RCC Structure.

2) 32" *32" Designer branded vitrified tiling with matching skirting for entire apartment

3) Elegant looking easy maintenance acrylic paint or plastic paint in entire flat

4) Decorative moulding on entrance flush door with safety lock

5) Doors with both side laminate finish for bathroom.

6) Granite platform with branded stainless steel sink and a service platform in kitchen.

7) Exhaust fan with every kitchen and Bathroom and storage boiler in all Bathroom.

8) Kitchen with dado tiles from platform to beam level and white ivory tiles below the platform.

9) Concealed electric copper wiring with first quality modular switches, adequate light and power points. ELCB/MCB tripper main switch of ISI mark 3 phase meter.

10) T.V and telephone points in living room and bed rooms.

11) A.C. Point in living room and all bedrooms.

12) Aqua guard in kitchen,

13) Concealed plumbing with hot and cold water mixture with branded company (Jaguar / Plumber / Ess Ess).

14) Bathroom complete walls and flooring with branded anti-skid ceramic tiles

15) Aluminum poweder coated sliding windows with marble put on window jamb.

16) Attractive entrance gate and beautiful decorative lobby.

17) Existing flats owner 2 tube light and 2 Fans in hall and all rooms 1tube light and 1 Fans

18) Mosquito window in all sliding window and grill will be as per MCGM rules.

19) CCTV with recording at ground level security

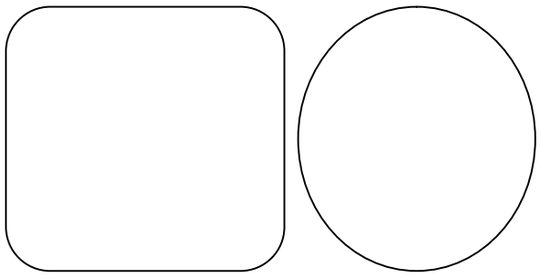
20) Inter come with video Camera on main door of each flat

21) Disconnection and Re-instalment of MGL/Electric meter connection to existing flats owner will be assist by developer.

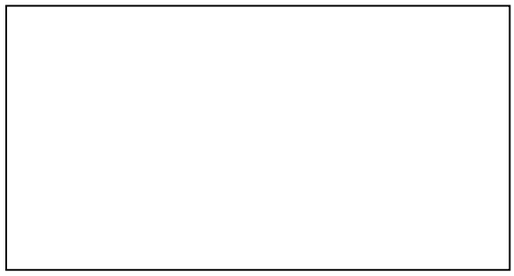
22) Anti-termite treatment to be given to entire project,

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

SIGNED AND DELIVERED BY THE)
Withinnamed "DEVELOPER")
M/S. NEE-RAA ENTERPRISES)
through its Partner)
)
_____)
In the presence of …….)
)
PAN : _____)



Photograph and Left Thumb Impression



Signature

In the presence of WITHNESSES :

1) Name : Signature :

2) Name : Signature :

SIGNED AND DELIVERED BY THE)

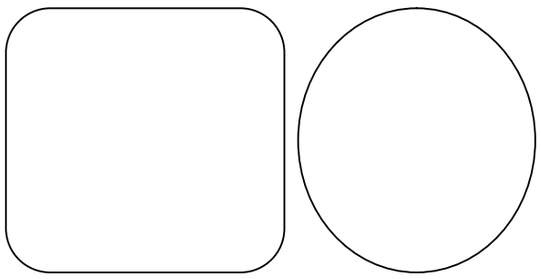
Withinnamed "ALLOTTEE")

_____)

)

Adhar Number : _____)

PAN :)



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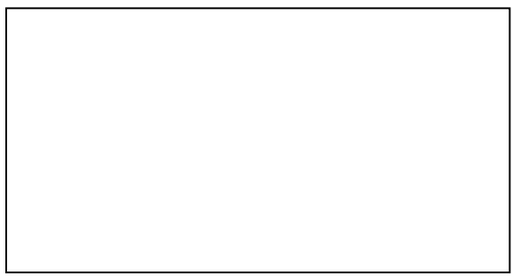


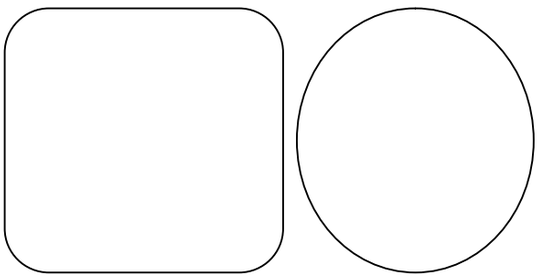
Signature

_____)

)

Adhar Number : _____)

PAN :)



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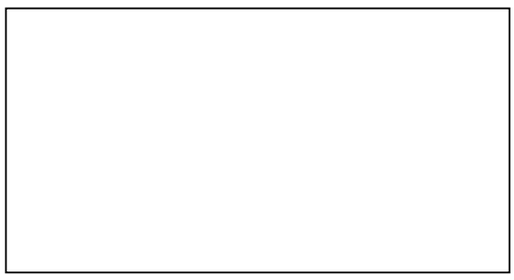

Signature

In the presence of WITHNESSES :

1) Name : Signature :

2) Name : Signature :

WE SAY RECEIVED

R E C E I P T

RECEIVED of and from the within named Purchaser / Allottee a sum of Rs. _____ (Rupees _____ Only) as mentioned below ;

Date	Cheque No./ Online Transfer	Bank Name	Amount

FOR NEE-RAA ENTERPRISES

_____

Mr.

Partner

Witnesses :

1.

2.