AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") under the provisions of RERA being executed on this _____day of _____, 2023.

By and Between

M/S. FAUCETT DEVELOPERS, (PAN NO._____) a Registered Partnership Firm duly constituted under the Indian Partnership Act, 1932 carrying on business at _____, herein represented by its partners, 1) Mrs. Tina Bharat Aidasani 2) Ms. Sangita Mohandas Aidasani 3) Mr. Saahil Bharat Aidasani, residing at _____, represented herein by the Partner No. 1 vide Partnership Deed dated _____/ Power of Attorney dated _____, executed before the Notary _____, hereinafter called **"THE DEVELOPERS"** (which expression shall, unless it be repugnant to the context or meaning thereof, shall mean and include all the Partners for the time being and from time to time of the said Firm, their heirs, successors and permitted assigns) jointly and severally of the First PART:

AND

[If the Allottee is a Company]

_____(CIN no. _____), a company incorporated under the provisions of the companies Act, [1956 or 2013, as the case may be], having its registered office at _____ and its corporate office at _____(PAN - _____), represented by its authorized signatory _____ hereinafter referred to as the "**Allottee**" (Which expression shall unless repugnant to the context or meaning thereof be deemed to means and include its successor-in-interest, executors, administrators and permitted assignees) of the SECOND PART;

[OR]

[If the Allottee is a Partnership]

_____**,** a partnership firm registered under the Indian partnership Act,1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner _____(Aadhar no._____) authorized *vide* _____hereinafter referred to as the "**Allottee**" (Which expression shall unless repugnant to the context or meaning thereof be deemed to

mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the SECOND PART.

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhar no. _____) Son /daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "**Allottee**"(Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heir, executors, administrators, successors-in-interest and permitted assignees) of the SECOND PART.

[OR]

[If the Allottee is a HUF]

Mr./Ms. _____, (Aadhar no. _____) Son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family Known as _____ HUF, having its place of business/ residence at _____,(PAN _____), hereinafter referred to as the "**Allottee**" (Which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, theirs heirs, executors, administrators, successors-in-interest and permitted assignees) of the SECOND PART.

The Developers and allottee/s shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**"

WHEREAS:

A. By an Indenture of Conveyance dated 1st January 1975, registered with the office of the Sub Registrar of Assurances at Bandra under Sr. no. 568/85 dated 06.04.1996 made between Murli Motiram Mansukhani and others, therein referred to as the Vendors of the One Part and the Society therein referred to as the Purchasers of the other part, the Vendors therein did convey unto the Society the Property being Plot No. 152, 30th Road, T.P.S. III, Bandra

(West), Mumbai 400 050 more particularly described in the Schedule here under. The Society is the sole and absolute owner of and is also seized and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of the land situated at Village Bandra, Taluka Andheri, Mumbai Suburban District, bearing Final Plot No.152, T.P.S. III, C.T.S. No. F/685 admeasuring 618.71 square meters or thereabouts together with a building known as 'Ideal Manohar' (the ''Existing Building'') standing on the said plot of land situated at 30th road. T.P.S. III, Bandra (West), Mumbai – 400 050 along with a building structure appurtenant to it (hereinafter referred to as ''the said property''). The existing building known as ''Ideal Manohar'' standing on the said Property is consisting of ground plus three upper floors having 12 residential flats, which are occupied by 12 members in the said Society on what is popularly known as ''Ownership Basis''.

B. The Society herein has been managing the affairs of the said building in accordance with provision of Maharashtra Co-operative Societies Act, 1960 and Rules hereunder and is entitled to the said property on which the said building ''Ideal Manohar Co-operative Housing Society Limited'' is constructed.

C. That the said building in general and the R.C.C. framework in particular are in a weak condition and, over the years, have been showing signs of stress. The construction of building of the society is very old and with each passing year, the condition of the RCC framework has been deteriorated and dangerous for residence. That it was also assessed that the cost of repairs of the same would be exorbitant and hence, going for re-development was and is more feasible than going for repairs of the said buildings. Hence, the members unanimously, in the General Body Meeting held on 28/10/2018 decided and resolved to proceed for the re- development of the said property and to demolish the existing building/s and reconstruct a new building/ s on the said property by selecting a competent Developers to carry out the same and grant a new flat to each of the existing members of the society and to sell and deal with the balance constructed area in the form of residential flats for consideration as the Developers may deem fit and proper from the prospective purchasers of the same.

D. AND WHEREAS it was further unanimously decided and agreed by majority of/ all the members that the existing building be demolished, so as to avail the full benefit of plot development potentiality by use of the FSI of the land/property with benefit of TDR to be acquired and purchased from open market along with the fungible FSI benefit or such compensatory FSI benefit that may be sanctioned and approved by MCGM and to do and

perform various acts, deeds, things and matters for effectual development/re-development of the said property;

E. In response to the Society's call for offers for re-development of the Property, several prospective Developers sent in their offers, the Developers being one of them. The Society short-listed certain Developers (one of which was the M/s. Faucett Developers). Presentations were made by the short-listed Developers to the Society and the Project Consultant prepared a Strength, Weakness, Opportunities & Threat (S.W.O.T.) analysis, inter alia of the scheme for re-development envisaged by the short-listed Developers and terms offered were re-negotiated, following which M/s. Faucett Developers were finally short-listed based on their offer letter dated 15.04.2022

F. AND WHEREAS by and under Re-development Agreement dated 28/11/2022 duly registered under Registration No. BDR-9-17259-2022 on dated 28/11/2022 with the Office of the Sub- Registrar of Assurances at Andheri - 3, made and entered between IDEAL MANOHAR CO-OPERATIVE HOUSING SOCIETY LIMITED (therein referred to as the Society) and M/S. FAUCETT DEVELOPERS (therein referred to as the Developers); the Society therein granted re-development rights to the Developers therein with respect to the said Property; for the valid consideration and on the terms and conditions mentioned in the said Re-development Agreement dated 28/11/2022 (hereinafter referred to as "the Re-Development Agreement").

G. Pursuant to the said Re-Development Agreement, the society has also executed a Specific Revocable Power of Attorney dated 28/11/2022 duly registered under Registration No. BDR-9-17260-2022 on dated 28/11/2022 with the Office of the Sub- Registrar of Assurances at Andheri - 3 in favour of the Developers i.e. M/s. Faucett Developers thereby authorizing the Developers to do and execute all such acts, deeds and things required for commencing and completing the New Building as per the terms the said Re-Development Agreement and all such other acts, deeds and things as mentioned in Specific Revocable Power of Attorney dated 28/11/2022 (hereinafter referred to as "the Specific Revocable Power of Attorney").

H. The Society vide its Resolution passed in the SGM dated _____ had approved the plans as prepared by the Developers as per DCPR 2034 vide their letter dated _____ and accordingly, the Society informed the Developers about the same by their letter dated _____and gave their express consent for the submission of the said plans to BMC for their approval.

I. As per the agreement referred herein-above, the Developers are required to provide 12 constructed residential premises to the said society and subject thereto shall have the exclusive right to sell and dispose-off the remaining premises (flats /Security cabin and/or the entire remaining F.S.I. relating to the said property as well as allot the parking spaces coming to the share of the Developers at their own will and discretion.

J. The said Land is earmarked for the purpose of building a [residential/*any other purpose*] Project, comprising of _____ multi-storeyed apartment Building/s and residential premises in accordance with the plans sanctioned by BMC and other concerned Authorities and the terms and conditions laid down in the I.O.D. & C.C. and subject to the necessary compliance of the directions which may be issued by the Concerned Authorities from time to time. That the said project shall be known as 'IDEAL MANOHAR'' CO-OPERATIVE HOUSING SOCIETY LIMITED' ("**Project**"). The Developers is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developers regarding the said Property on which Project is to be constructed/ have been completed;

K. The Developers have prior to execution hereof obtained various permissions, sanctions, approvals from various competent authorities with respect to the Re-Development of the said property, which are as follows: -

i. No Objection Certificate for Height Clearance issued on _____ bearing no. _____ by Airports Authority of India which states that it has no objection for the construction of the proposed structure subject to the terms & conditions therein and the same is valid upto _____.

ii. No Objection Certificate from Mumbai Fire Brigade, Municipal Corporation of Greater Mumbai issued on bearing No. _____.

iii. Intimation of Disapproval (I.O.D.) dated _____ under reference No. _____, issued by Mumbai Municipal Corporation of Greater Mumbai along with the Floor Plan/s. A copy of the I.O.D and the said Floor Plan dated _____, is annexed hereto and marked as ANNEXURE - "____" Colly.

iv. Commencement Certificate (CC) issued on _____ bearing No. _____, upto top of _____ level the said Commencement Certificate is valid only up to _____.

v. The Developers have registered the Project under the provisions of the Act with the Real Estate Regulatory at _____ on _____ under registration no. _____ has been annexed hereto and marked as ANNEXURE - "____";

vi. The authenticated copies of the plans i.e. Location plan, Layout plan, Block plan, floor plan together with its specifications as approved by the concerned Local Authority have been annexed hereto and marked as ANNEXURE - "____".

vii. The authenticated copy of the Property Card issued on _____ with respect to the said property has been annexed hereto and marked as ANNEXURE - "____".

viii. The authenticated copy of D. P. Remark issued on _____ issued by Municipal Corporation of Greater Mumbai with respect to the said property thereby reflecting that the said property falls within the 'Residential' Zone has been annexed hereto and marked as ANNEXURE - "____".

L. The Developers have entered into a standard Agreement with an Architect registered with the Council of Architects, being and such agreement is as per the agreement prescribed by the Council of Architects and appointed Architect "_____" as an Architect for the Construction and Development of the said Property.

M. The Developers have appointed a structural Engineer being or the preparation of the structural design and drawings of the building and the Developers accept the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

N. The authenticated copies of Certificate of **Title dated** _____ issued by **MANDAR V. KOPARKAR (ADVOVATE License No. MAH/1720/1998)** shows that the Society i.e. **IDEAL MANOHAR CO-OPERATIVE HOUSING SOCIETY LIMITED** is the owner of the said property and the title of the property is clear, marketable and without any encumbrances. A copy of the **Title Certificate dated** _____ is annexed hereto and marked as **ANNEXURE - "_____".**

O. On demand from the Allottee, prior to the execution hereof the Developers have given full and free inspection of all the documents relating to the title, the permissions, plans, designs and

specifications prepared by the Developers' Architects and sanctions in respect of the said Real Estate Project and of such other documents as are specified under the Real Estate (Regulation & Development) Act 2016, and rules and regulations made there under and the Allottee has represented to the Developers that the Allottee has verified the same with the website which has been put up by the Real Estate Authority under RERA.

P. The Allottee (Purchaser) had applied for an apartment/ flat in the Project *Vide* application no. _____ Dated _____ and has been allotted apartment/ flat no._____ having carpet area of _____square feet, type _____, on _____ floor in [tower/block/building] no._____ ("**Building**") along with closed/ open/ stilt/ Podium parking no._____, admeasuring _____, square feet _____ area in the _____ [Please insert the location of the closed/ open/ stilt/ Podium parking], as permissible under the applicable law and of pro rata share in the common area ("**Common Areas**") as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "**residential premises**" more particularly described in schedule A and the floor plan of the apartment is annexed hereto and marked as schedule B);

Q. Prior to the execution of these presents the Allottee has paid to the Developers, a sum of Rs. _____/- (Rupees _____ Only), being part payment of the sale consideration of the said residential premises agreed to be sold by the Developers to the Allottee as advance payment or Application Fee Plus Rs. _____/- (Rupees _____ Only), being GST @ 5 % (the payment and receipt whereof the Developers both hereby admit and acknowledge) and the Allottee has agreed to pay to the Developers the balance of the sale consideration in the manner hereinafter appearing.

R. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations details herein;

S. The parties hereby confirm that they are signing the agreement with full knowledge of all the laws, rules, regulations, notification, etc., applicable to the project;

T. 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;

U. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Developers hereby agrees to sell and the Allottee hereby

agree to purchase the apartment/ flat premises and accept the allotment of the closed/ open/ stilt/ Podium parking (if applicable) as specified in clause P;

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the parties agree as follows:

1. TERMS:

1.1 It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of the operative part of this Agreement and shall be read accordingly. As recited above the Developers are proceeding further with the construction of the building/s on the said property in accordance with sanctioned plans and specifications which have been kept at the building site for inspection and which the Allottee has seen and approved and satisfied himself/herself/themselves about the same

1.2 The Allottee hereby agrees to purchase from the Developers and the Developers hereby agree to sell to the Allottee, Flat No/s. ____, admeasuring _____ sq. ft. equivalent to _____ sq. mtrs. (Rera Carpet Area), on the _____ floor, alongwith a _____ parking in the _____ area bearing No.- _____ (hereinafter the said parking) in the said new building to be known as "_____" constructed on the said property and flat is more particularly described hereunder written (hereinafter referred to as the "said Flat"), (hereinafter the said flat and the said parking are jointly referred to as the "said residential premises") for the price of Rs. _____/- (Rupees _____ Only) ("Total Consideration") (breakup and description of the same is mentioned herein under in clause no. 1.2.1 including the proportionate price of the common areas and facilities appurtenant to the said premises, extent and description of the common/limited common areas and facilities. PROVIDED FURTHER that the certificate which may be issued by the Developers' Architect certifying that the work has commenced and/or respective work of the plinth/ slabs etc. have been completed, shall be binding upon the Allottee and the payment of the instalment shall be forthwith due and payable by the Allottee to the Developers.

1.2.1 The total Price for the said residential premises based on the carpet area is Rs. _____ (Rupees _____ only (**"Total Price"**) (Give breakup and description):

Block/ Building/ Tower no. _____ Apartment/ Flat No. _____ Type. _____ Floor. _____	Rate of Apartment/ Flat per square feet*

Stilt/Podium parking - 1	Price for 1
Stilt/Podium parking – 2	Price for 2
Open Parking-	

Explanation:

(i) The Total price above includes Taxes the booking amount paid by the allottee to the Developers towards the said residential premises;

(ii) The Total Price above includes Taxes (Consisting of tax paid or payable by the Developers by way of value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developers) up to date of handling over the possession of the said residential premises:

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the allottee to the Developers shall be increased/ reduced based on such change/modification.

(iii) The Developers shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Developers shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The total price of residential premises includes: 1) Pro rata share in the common Area; and 2) allotment of garage (s)/closed parking (s) as provided in the Agreement.

1.3 The Total Price is escalation-free, save and expect increase which the Allottee hereby agrees to pay, 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 component authority from time to time. The Developers undertake and agree that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developers shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, Which shall only be applicable on subsequent payments.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in schedule C ("**Payment Plan**")

1.5 The Developers may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payment @_____% per annum for the period by which the respective instalment has been proponed. 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 Developers.

1.6 It is agreed that the Developers shall not make any additions and alterations in the sanctioned plans, layout plans, and specifications and the nature of fixtures, fitting and amenities described therein in respect of the apartment, plot or building, as the case may be without the previous written consent of the Allottee, Provided that the Developers may make such minor addictions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the Developers agree and acknowledge, the Allottee shall have the right to the said residential premises as mentioned below:

i. The Allottee shall have exclusive ownership of the said residential premises;

ii. The Allottee shall also have undivided proportionate share in the common Areas. Since the share/ interest of Allottee in the common Area is undivided and cannot be divided or separated, the Allottee shall use the Common Area along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developers shall convey undivided proportionate title in the common areas to the association of the Allottee as provided in the Act;

iii. That the computation of the price of the said residential premises includes recovery of price of land, construction of [not only the Apartment but also] the common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire fighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the project.

1.9 It is made clear by the Developers and the Allottee agrees that the said residential premises along with _____ Stilt/ Podium/ Open/ closed parking shall be treated as a single indivisible/individual unit for all purpose. It is agreed that the project is an independent, self – contained Project covering the said Property and is not a part of any other project or zone and shall not for form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of the infrastructure for the benefits of the Allottee and with the prior written consent of the allottee. It is clarifies that project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Developers agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgage or the encumbrances and such other liabilities payable to competent authorities, bank finial institutions, which are related to the project). If the Developers fails to pay all or any of the outgoing collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Developers agrees to be liable, even the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or

persons to whom they are payable and be liable for the cost of any legal proceedings which, may be taken therefore by such authority or person.

1.11 **The Allottee has paid a sum of Rs. _____/- (Rupees _____only) as booking amount being part payment towards the total price of the** said residential premises at the time of application the receipt of which the Developers hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said residential premises as prescribed in the payment plan as may be demanded by the Developers within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Developers abiding by the construction milestones, the Allottee shall make all payments, on demand by the Developers, within the stipulated time as mentioned in the payment plan through A/C payee Cheque/demand draft or online payment (as applicable) in favour of '_____' payable at.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down, in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Regulations made thereunder or any statutory amendment(a) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developers with such permission, approvals which would enable the Developers to fulfill its obligations under this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign exchange management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Developers accepts no responsibility in this regard. The Allottee shall keep the Developers fully indemnified and harmless in this regards. Whenever there is any change in

the residential status of the Allottee subsequent to the signing of the Agreement, it shall be sole responsibility of the Allottee to intimate the same in writing to the Developers immediately and comply with necessary formalities if any under the applicable laws. The Developers shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Developers shall be issuing the payment receipts in favour of the Allottee only.

4 ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the Developers 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 Developers may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Developers to adjust his payments in any manner.

5. TIME IS ESSENCE

1.13 Time is of essence for the Developers as well as the Allottee. The Developers shall abide by the time schedule for completing the project and handling over the said residential premises to the Allottee and the common area to the association of the Allottee 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 Developers as provided in **Schedule C** ("**Payment plan**").

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the specifications of the said residential premises and accepted the payment plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developers. The Developers shall develop the project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developers undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the MCGM Act and the DCR and shall not have an option to make any variation/alteration/modification in such plan, other than in the manner provided under the Act. And breach of this term by the Developers shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT

7.1 The Promoter shall give possession of the Apartment to the Allottee on or before 22.02.2026 . If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

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

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

7.2 **Procedure for taking possession –** The Developers, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the said residential premises, to the Allottee in terms of this Agreement to be taken within 3 (three months) from the date of issue of the such notice and the Developers shall give possession of the said residential premises to the Allottee. The Developers agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developers. The Allottee agree(s) to pay the maintenance charges as determined by the Developers/association of allottees, as the case may be, The Developers on its behalf shall offer the possession to the Allottee in the writing within Fifteen days of receiving the occupancy certificate* of the Project.

7.3 **Failure of Allottee to take possession of residential premises:** Upon receiving a written intimation from the Developers as per clause 7.2, the Allottee shall take possession of the said residential premises from the Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developers of the said residential premises to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 **Possession by the Allottee –** After obtaining the occupancy certificate* and handling over physical possession of the said residential premises to the Allottee, it shall e the responsibility of the Developers to handover the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

7.5 **Cancellation by Allottee-**The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

7.6 **Compensation-**

The Developers shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of the Force Majeure event, if the Developers fails to complete or is unable to give possession of the said residential premises (I)in accordance with the term of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Developers on account of suspension or revocation of the registration under the Act; or for any other reason; The Developers shall be liable, on demand to the allottees, in case the Allottees, in case the allottees wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the said residential premises, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Developers shall pay the Allottee interest at the rate specified in the Rules for every month of the delay, till the handing over of the possession of the said residential premises.

8. REPRESENT ATIONS AND WARRANTIES OF THE DEVELOPERS

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

(i) The [Developers] has absolute, clear and marketable title with respect to the said sale component; the requisite rights to carry out development upon the said land and absolute, actual, physical possession of the said Land for the Project;

(ii) The Developers has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Property or the Project;

(iv) There are no litigations pending before any court of law with respect to the said Land, Project or the residential premises;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property and residential premises are valid and subsisting and have been obtained by following due process of law. Further, the Developers has been and shall, at all times, remain to be compliance with all applicable laws in relation to the project, said Property, Building and residential premises and common areas;

(vi) The Developers 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 Developers 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 Property, including the project and the said residential premises which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Developers confirms that the Developers is not restricted in any manner whatsoever from selling the said residential premises to the Allottee in the manner contemplated in this agreement;

(ix) At the time of execution of the conveyance deed the Developers shall handover lawful, vacant, peaceful, physical possession of the said residential premises to the Allottee and the common areas to the Association of the Allottees;

(x) The schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the schedule property;

(xi) The Developers has duly paid and shall continue to pay and discharge all 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;

(xii) 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 by or served upon the Developers in respect of the said Land and/or the Project.

9. EVENT OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force majeure clause, the Developers shall be considered under a condition of Defaults, in the following events:

(i) Discontinuance of the Developers' business as Developers on account of suspension or revocation of his registration under the provision of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Developers under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments to Developers as demanded by the Developers. If the Allottee stops making payments, the Developers shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Developers shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developers, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the said residential premises.

9.3 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 Apartment which may till then have been paid by the Allottee to the Promoter.

10. CONVEYANCE OF THE SAID APARTMENT

The said "Ideal Manohar" society became entitled to the said property as a result of order of Sub-division passed by the Deputy Registrar Co-operative Societies, ____ Ward on _____ under section 18 of the Maharashtra Co-operative Societies Act 1960 and under Rule 17 of the rules framed thereunder/ execution of Deed of Conveyance dated _____..

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT

The Developers shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance has been included in the Total Price of the said residential premises.

12. DEFECT LIABILITY

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and 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.

13 RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the said residential premises on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottee (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee from time to time.

14. RIGHT TO ENTER THE PREMISES FOR REPAIRS

The Developers/ maintenance agency/ association of allottee shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottee and/or maintenance agency to enter into the said residential premises or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of basement and service Area: The basement(s) and services areas, if any as located within the society shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and services rooms, fire fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The

Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking space, and the same shall reserved for use by the association of allottees formed by the Allottee for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to clause 12 above, the Allottee shall , after taking possession, be solely responsible to maintain the said residential premises at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the said residential premises, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or changes or alter or make additions to the said residential premises and keep the said residential premises, its walls and partitions, sewer, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repairs and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized. The Allottee further undertakes assures and guarantees that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face/ façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Area. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said residential premises or place any heavy material in the common passages or staircase of the building. The Allottee shall not remove any wall, including the outer and load bearing wall of the said residential premises. The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Developers and thereafter the association of allottee and/or maintenance agency appointed by

association of allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of the said residential premises with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carryout, from time to time after he/she has taken over for occupation and use the said residential premises, all the requirements requisitions, demands and repairs which are required by any competent Authority in respect of the said residential premises at his/her own cost.

18. ADDITIONAL CONSTRUCTION

The Developers undertakes that it has no right to make additions or to put up additional Structure(s) anywhere in the project after the building plan has been approved by the competent authority (ies) except for as provided in the Act.

19. DEVELOPERS SHALL NOT MORTAGAGE OR CREATE A CHARGE

After the Developers executes this Agreement he shall not mortgage or create charge on the [Apartment/plot/Building] and if any such mortgage or create 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 takes or agreed to take such [Apartment/plot/ Building].

20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)

The Developers has assured the Allottee that the project in its entirety is in accordance with the provisions of the DCPR and MOFA showing compliance of various laws/regulations as applicable in_____.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Developers does not create a binding obligation on the part of the Developers 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 Developers. If the Allottee(s) fails to execute And deliver to the Developers this Agreement whiting 30 (thirty) day 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 Developers, then the Developers shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) 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.

22. ENTIRE AGREEMENT

This Agreement along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all Understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said residential premises, as the case may be.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES

it is clearly understood and so agreed by and between the parties hereto that all the Provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the said residential premises, in case of a transfer, as the said obligations go along with the said residential premises for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The Developers may, at its sole option and discretion, without prejudice to its right as set out in this Agreement; waive the breach by the Allottee in not marking payments as per the payment plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Developers in the case of one Allottee shall not be construed to be a precedent and/or binding on the Developers to exercise such discretion in the case of other Allottees.

25.2 Failure on the part of the Developers to enforce at any time or for any period of time the Provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. 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.

27. 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 the proportion which the carpet area of the said residential premises bears to the total carpet area of all the said residential premises in the Project.

28. 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.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developers through its authorized signatory at the Developers' Office, or at some other Place, which may be mutually agreed between the Developers and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Developers or simultaneously with the execution the said Agreement shall be registered at the office of the

Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

30. NOTICES

That all notices to be served on the Allottee and the Developers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developers by Registered Post at their respective Addresses specified below:

_____ Name of Allottee

_____ (Allottee Address)

M/s. FAUCEIT DEVELOPERS (Developers name)

3, Rajdeep Co-operative Housing Society Ltd.,

1st Carter Road, Borivali (East), Mumbai 400 066 (Developers Address)

It shall be duty of the Allottee and the Developers 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 Developers or the Allottee, as the case may be

31. JOINT ALLOTTEES

That in case there are Joint Allottee all communications shall be sent by the Developers 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 Allottee.

32. GOVERNING LAW

That the right 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 force.

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

IN WITNESS WHEREOF parties hereinabove name 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. *The Act and the Rules Regulations made there under*.]

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (Including Joint Buyers)

(1)_____

(2)_____

At _____on_____in the presence of :

SIGNED AND DELIVERED BY THE WITHIN NAMED

Developers:

M/s. FAUCETT DEVELOPERS (Authorized Signatory)

1) Mrs. Tina Bharat Aidasani

2) Ms. Sangita Mohandas Aidasani

3) Mr. Saahil Bharat Aidasani

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE 'A'- Flat premises no. _____ admeasuring _____ Sq. Fts. _____ Area on the _____ floor in Wing _____ of **IDEAL MANOHAR CO-OPERATIVE HOUSING SOCIETY LIMITED** situated on all that piece and parcel of freehold plot bearing Plot No. 152, T.P.S. III, C.T.S No. F/685 of Village Bandra, Taluka Andheri, Mumbai Suburban District admeasuring 618.71 square meters or thereabouts (as mentioned in the Property Register Card in respect thereof), situated at 30th Road, Bandra (West), Mumbai 400 050, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, and bounded as follows: -

On or towards the North : by 30' wide road of TPS-III Scheme.

On or towards the South : by Plot No. 161 & 162

On or towards the East : by Plot No. 153

On or towards the West : by Plot No. 151

SCHEDULE'B'- Floor Plan of the Apartment

SCHEDULE 'C'– Payment Plan by the Allottee

SALE PRICE:

The Promoter having agreed to sell and the Purchaser(s) having agreed to purchase the said Flat, the Purchaser(s) shall pay to the Promoter an aggregate sum of Rs._____/- (Rupees _____Only) being the total Purchase Consideration ("the Purchase Consideration") which is aggregate of the purchase consideration for the said Flat calculated only on the basis of the Carpet Area of the said Flat. The Purchaser(s) has/have paid to the Promoter a sum of Rs._____/- (Rupees _____ Only), and the balance Consideration payment of Rs._____ (Rupees _____ Only) shall be payable by the Purchaser(s) to the Promoter in the following manner, time being the essence of the contract:

PAYMENT SCHEDULE

On Booking	10%
On Execution of agreement for Sale	10%
On Completion of Plinth	25%
On Completion of 1st slab	3%
On Completion of 2nd slab	3%
On Completion of 3rd slab	3%
On Completion of 4th slab	3%
On Completion of 5th slab	3%
On Completion of 6th slab	3%
On Completion of 7th slab	3%
On Completion of 8th slab	3%
On Completion of 9th slab	3%
On Completion of 10th slab	3%

On Completion of 11th slab	3%
On Completion of 12th slab	2%
On Completion of brick work	5%
On Completion of External Plaster	5%
On Completion Tiling	5%
On Handing over Possession	5%