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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this _____ day of _____ in the Christian Year Two Thousand and _____

BETWEEN

EKEN CONSTRUCTIONS, a partnership firm having its office at at 602, Eken Heights corner of 21st and 33rd Road Bandra (West), Mumbai-400050 hereinafter referred to as the "**PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm the survivor or survivors of them and the heirs, executors and administrators of such surviving partner) of the **ONE PART**;

AND

Mr/Mrs/Miss/M/s._____, an Individual / Firm / Limited Liability Partnership Firm / a Company, residing / having its office / registered office at _____

hereinafter referred to as the "**ALLOTTEE/S**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include (a) in case of an individual, such individuals heirs, executors, administrators and assigns; (b) in case of a partnership firm, its partners for the time being, the survivors or the last survivor of them; and (c) in case of a company or a body corporate or juristic entity, its successors and permitted assigns) of the **OTHER PART**;

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

W H E R E A S

A. By an Indenture dated 15th May, 1943 executed by and between Louisa Antonia Gomes, Joseph Francis Gomes and Philipin J. Misquitta being the executors of the last Will and Testament of Michael Francis Gomes (being the Vendor therein), Lazarus Pereira (being the Confirming Party therein) and one Newman Ferreira (being the Purchaser therein) (**said Newman**), and duly registered with the Office of Sub-registrar of Assurances at Bandra under registration No. BND 698 of 1943, Newman Ferreira purchased Plot bearing CTS No F/375, of Village Bandra, Taluka Andheri, Mumbai Suburban District, situate lying being at Waterfield Road, TPS III, Bandra, Mumbai 400 050 (hereinafter referred to as **'the said Plot).**

B. By a Deed of Gift dated 22nd June,1959 executed by and between the said Newman (being the Donor therein) and his daughter one Theresa Mary Pereira (being the Donee therein) (**said Theresa**) and duly registered with the Office of Sub-Registrar of Assurances at Bandra bearing registration No. BND 1116 of 1959, the said Newman gifted the said Plot to his daughter viz., the said Theresa absolutely and forever,

C. The said Theresa constructed the said Existing Structure in the year 1961-62. (The said Plot and the said Existing Building are herein after collectively referred to as '**the said Property**').

D. The said Theresa, died on 18th September, 2015, leaving behind the following persons as her heirs and legal representatives viz., Nirmala F. D'Souza (married daughter), Shalini C. Bijliwala (married daughter), Eugene M. Pereira (Son), Christopher S. Pereira (Son) and Virendra J. Pereira (Son).

E. The said Theresa left behind a Will dated 20th December, 2007 ("**said Will**") whereby the said Theresa bequeathed the said Property to her three sons viz. Eugene M. Pereira (said "**First Owner**"), Christopher S. Pereira (said "**Second Owner**") and Virendra J. Pereira (said "**Third Owner**") (the First Owner, Second Owner and Third Owner are collectively referred to as "**said Owners**"), in equal shares.

F. Nirmala F. D'Souza and Shalini C. Bijliwala being the two daughters of the said Theresa have confirmed that they have accepted the said Will and are not claiming any right, title and interest of any nature whatsoever in and over the said Property or any part or portion thereof and that they have no objection to the said Owners entering into this Development Agreement with the Developer.

G. By a Transfer Deed dated 1st September, 2018 executed by and between Beverly R. M. Pereira, Waveney M. Pereira and Greta M. Pereira (as the

Executrices under the said Will) and the said Owners herein (as beneficiaries to the said Will) and duly registered with the Office of Sub-registrar of Assurances Andheri – 4 at Mumbai under serial no 4639/BDR-15 dated 1st September 2018, the Executrices' have formally transferred the said property to the Owners, as per the said Will. Accordingly, pursuant to the application made by the Owners, the Property Card in respect of Plot bearing no. CTS F/375 stands mutated to show the names of the said Owners herein.

H. In the circumstances aforesaid, the First owner **EUGENE M. PEREIRA**, Second owner **CHRISTOPHER S. PEPEIRA** and the Third owner **VIRENDRA J. PEREIRA** are the absolute Co-Owners of the said Property as Tenants in common having equal shares therein.

I. The said Theresa had during her lifetime entered into two separate Agreements both dated 3rd January, 1987 under which she created tenancies in favour of Pradeep H. Choksi (the said Tenant) and Hasmukh T. Sagar in respect of the two shop premises on the ground floor of the said Existing Structure being shop Nos. 1 and 2 admeasuring 260 & 240 sq. ft. carpet area, respectively (hereinafter collectively referred to as the **'said Tenanted Premises'**). Some disputes and differences arose between the two tenants and a Suit bearing no. 1342 of 2007 **(said Suit)** came to be filed by the Tenant against Hasmukh T. Sagar in the Bombay City Civil Court at Fort. The parties to the said Suit settled their disputes and the said Suit is disposed of by an order dated 11th April 2007 passed in terms of the Consent Terms dated 11th April, 2007 **(said Consent Decree)**. Under the said Consent Decree, Hasmukh T. Sagar agreed, declared and confirmed that he has no right in shop no. 2 and that the said Tenant alone had taken the tenancy right of shop no. 2 and Hasmukh T. Sagar further confirmed the transfer of tenancy rights of Shop no. 2 in the name of Tenant and further confirmed that the Tenant is alone entitled to the Tenancy Rights in both the shops being Shop no. 1 & 2 on the ground floor of the said Existing Structure. Consequent thereto, Pradeep H. Choksi claims to be the only tenant in respect of shop nos. 1 and 2 on the ground floor of the said Existing Structure.

J. The Owners viz. **(i) EUGENE M. PEREIRA (ii) CHRISTOPHER S. PEPEIRA** and **(iii) VIRENDRA J. PEREIRA** are thus seized and possessed of and/or otherwise well and sufficiently entitled to the said property more particularly described in the Schedule hereunder written, subject however to what is stated hereinabove.

K. By and under a Development Agreement dated 30th December 2022 duly lodged for registration with the Sub-Registrar of Assurances vide Sr. No. BDR9-19051-2022 on the 30th December 2022 (hereinafter referred to as **"the said Development Agreement"**) and made between the abovesaid Owners of the One Part and **M/s. Eken Constructions**, the Developer therein of the

Other Part, the Owners granted unto **M/s. Eken Constructions** the development rights of the said property on the terms and conditions recorded therein. The said Owners have also executed a Power of Attorney duly registered with the Sub-Registrar of Assurances vide BDR9-19052-2022 on the 30th December 2022 in favour of (1) RUSSELL CONRAD DREGO and (2) DUDLEY CLAYTON DREGO, being the partners of the said Developer.

L. The Promoters being desirous of undertaking the development of the Project Land by constructing a new building on the Project Land comprising of one shop, Stilt parking and _____ upper floors (hereinafter referred to as "**the Proposed Building**"), as per I.O.D. bearing number_____ _____ dated _____ and the Commencement Certificate bearing No. _____ _____ dated issued by Municipal Corporation of Greater Mumbai and further plans that may be sanctioned by the Municipal Corporation of Greater Mumbai and concerned Planning Authorities by utilizing the entire Floor Space Index (hereinafter referred to as "**FSI"**) including compensatory fungible FSI as available for consumption on the Project Land including any adjoining plots (if available for consumption by the Promoters on the Project Land) including by way of loading Transferable Development Rights (hereinafter referred to as "**TDR**") and by other type of FSI as may be available for consumption by surrender of any portion of the Project Land to the concerned authorities or by payment of premium to the Government of Maharashtra or any concerned authorities, to the maximum extent permissible under the Development Control Regulations for Greater Mumbai, DCPR 2034 at their own cost and expenses, with an ultimate intent to consume and utilize the entire development potential of the Project Land, in the course of construction of the Proposed Building thereon. The term 'DCPR 2034', wherever the same appears hereinafter shall imply all statutory modifications or re-enactments thereof. Thus, in the course of construction of the Proposed Building on the Project Land the Promoters would be utilizing and exploiting the maximum development potential available for consumption under Applicable Laws including inter alia;

i. Entire development potential available for consumption on the Project Land by way of inherent floor space index emanating in the form of base land FSI, which can be consumed free of costs thereon;

ii. Entire development potential available for consumption on the said Land by acquiring/loading the maximum permissible FSI on payment of premium to the Government of Maharashtra and the Municipal Corporation of Greater Mumbai or any other statutory authorities in accordance with Regulations of DCPR 2034.

iii. Entire development potential available for consumption on the said Land by way of loading TDR thereon or by acquiring/loading the maximum permissible fungible FSI in accordance with Regulations under DCPR 2034;

M. In consideration of the Owners granting development rights in respect of the said Property to the Developer as recorded in the said Development Agreement the Developer agreed (that in addition to the Compensation payable to the owners), the Developer shall utilize the owner's retained FSI, TDR FSI, Fungible/or Premium FSI to construct for the benefit of the Owners and handover to the Owners free of cost on Ownership basis with the amenities (defined hereinafter) certain constructed area, in the form of residential flats as per the following details:

i. [02] ([Two]) number of residential Flats on the 7th (seventh) floor bearing Flat Nos. _____ and _____ in the Proposed New Building admeasuring in the aggregate 1300 square feet RERA carpet area equivalent to 120.77 square meters or thereabouts to the First Owner (hereinafter referred to as "**the First Owner's Constructed Premises**") and

ii. [02] ([Two]) number of residential premises on the 6th (sixth) floor bearing Flat Nos. _____ and _____ in the Proposed New Building admeasuring in the aggregate 1300 square feet carpet area equivalent to 120.77 square meters or thereabouts to the Second Owner (hereinafter referred to as "**the Second Owner's Constructed Premises**") and

iii. [02] (Two) number of residential premises on the 5th (fifth) floor bearing Flat Nos. _____ and _____ in the Proposed New Building admeasuring in the aggregate 1300 square feet carpet area equivalent to 120.77 square meters or thereabouts to the Third Owner (hereinafter referred to as "**the Third Owner's Constructed Premises**")

N. The First Owner's Constructed Premises, the Second Owner's Constructed Premises and the Third Owner's Constructed Premises are hereinafter collectively referred to as "**the Owners' Constructed Premises**".

O. In consideration of the Owners granting in favour of the Developer, the development rights, to develop the said Property, in addition to Owner's constructed premises (defined hereinafter) to be provided to them, the Developer shall also pay to the Owners Hardship Compensation / Displacement Compensation / Rehabilitation Compensation / Corpus payable to the Owners as provided in the said Development Agreement.

P. The said Tenants have agreed to fully co-operate/not object in the proposed development with the Developers/Owners and in consideration of the co-operation agreed to be extended by the said Tenant for undertaking to vacate the said tenanted premises and hand over possession of the same to the Developers for the purpose of demolishing the said Existing Structure, post issuance of the I.O.D. for the new premises of the Tenants, execution and registration of the Permanent Accommodation Agreement for the new premises as mentioned in the Development Agreement dated 30th December 2022, the Developers have agreed to allot to the said Tenant in the Proposed New Building to be constructed on the said Plot (as per the prevailing D.C Regulations) by constructing and providing to the said Tenant in lieu of the said existing tenanted premises:

(i) An area of 852 sq. ft. RERA carpet area (Free area) to be provided to the Tenants consisting of a new shop bearing No. 01 on the ground floor admeasuring 702 sq. ft. RERA carpet area and an additional area of 150 sq. ft RERA carpet area (being part of Shop Premises) on the first floor shop no. 02 of the new building, to be internally connected by a staircase, as approved and sanctioned by B.M.C. (which includes fungible FSI with or without premium) as per amended D.C. Regulations free of cost on "Ownership basis". The Stamp duty, Registration charges and all other costs and expenses including T.D.S. and G.S.T. in respect of the new Shop admeasuring 852 sq. ft. RERA carpet area and the monetary compensation payable by the Developers to the Tenants shall be borne and paid by the Developer alone.

(ii) In addition to the above, the said Tenants shall be purchasing, by paying a sum of Rs.2,80,00,000/- (Rupees Two Crore Eighty Lacs Only) to the Developers, an additional area admeasuring 550 sq. ft. RERA carpet area (Purchased Area) being balance part of the Shop premises to be added to the said Shop admeasuring 150 sq. ft. RERA Carpet Area on the First floor shop no.02 which shall be internally connected to the said Ground Floor Shop No. 01 admeasuring 702 sq. ft. RERA carpet area with a staircase. The Tenants shall bear and pay the stamp duty, Registration charges and deduct the T.D.S. thereto and pay the G.S.T. as provided and as applicable under Law and all other costs and expenses in respect of the 550 sq. ft. RERA carpet area (being the balance part of the Tenants' Premises) to be purchased by the said Tenants.

(iii) The aforesaid area of 702 sq. ft. on the ground floor, the aforesaid area of 150 sq. ft. on the 1st floor and the area of 550 sq. ft. to be purchased on 1st floor Shop No. 02 are collectively referred to as "**the said Tenants' New**

Premises". The Developer shall provide the amenities to the said Tenants as mentioned in **Annexure 'C'** annexed hereto.

(iv) The said Tenants' New Premises i.e. Ground Floor and 1st Floor which are connected by internal staircase shall have a floor to floor height of 4.2 metres (i.e. 13.75 feet each) and also have lofts constructed therein.

(v) It is agreed between owners and the developer and the tenant that only the tenant and their respective nominees and assigns shall have a right to park their cars and vehicles in the demarcated open space in front of the said shop. The tenants shall use such demarcated open space strictly for the car parking and shall not enclose the same into the shop/carry out any permanent construction in the said open space, considering the fact that the said area is compulsory open space required to be kept open to sky as per the sanctioned plan. However, Tentative plans will be put up to BMC showing one car park in front of the shop premises and if the same is approved, the said parking space will be allotted to the Tenants and the same will be incorporated in the Tenants PAA._ The Developer has agreed to give express notice about the open space in front of the Tenants New Premises to the prospective purchasers in their respective Purchase documents.

Q. The Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

R. The Promoters have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai under No._____. Authenticated copy is attached as Annexure 'G'.

S. The Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the building/s and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the building/s.

T. The Promoters have the sole and exclusive right to sell the Flats in the Proposed Building/s to be constructed by the Promoters on the Project Land and to enter into Agreement/s with the Allottees(s)/s of the Flats and to receive the sale consideration in respect thereof. (except the Flats allocated to the Owners and the Shop allocated in the Tenants);

U. On demand from the Allottees/s, the Promoters have given inspection to the Allottees/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoters Architects _____ and of such

other documents as are specified under the Real Estate (Regulation and Development) Act 2016 ("**RER Act**") and the Rules and Regulations made thereunder;

V. The Copy of Certificate of Title dated _____ issued by Dayanand K. Shetty, Advocate, showing the nature of the title of the Promoters to the Project Land and Property Register Card have been annexed hereto and marked as **Annexure 'B' and 'C'**, respectively;

W. The copies of the plans and specifications of the Flats agreed to be purchased by the Allottees/s, as sanctioned and approved by the MCGM have been annexed and marked as **Annexure 'D';**

X. The Promoters have obtained the approvals from the concerned local authority(s) of the plans, the specifications, elevations, sections of the Proposed Building and shall obtain the balance approvals from various authorities from time to time, so as to obtain the Occupancy Certificate and the Building Completion Certificate of the Proposed Building;

Y. While sanctioning the said plans the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Project Land and the Proposed Building and upon due observance and performance of which only the Occupancy Certificate or Completion Certificate in respect of the Proposed Building shall be granted by the concerned local authority;

Z. The Promoters have accordingly commenced construction of the Proposed Building in accordance with the said proposed plans;

AA. The Allottees/s has/have applied to the Promoters for allotment of a Flat No. _____ on _____ Floor ("**Flat**") in the Proposed Building being constructed on the said Project Land, the Carpet area of the said Flat is _____ square meters and "carpet area" means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts to the said Flat for exclusive use of the Allottees/s, but includes the area covered by the internal partition walls of the Flat;

BB. 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;

CC. Under Section 13 of the said Act the Promoters are required to execute a written Agreement for Sale of said Flat with the Allottees/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

DD. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottees/s hereby agree/s to purchase the Flat and Parking Space.

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

1. The Promoters shall construct the said building consisting of Stilt and _____ upper floors on the Project Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoters shall have to obtain prior consent in writing of the Allottees/s in respect of variations or modifications which may adversely affect the Flat of the Allottees/s except any alteration or addition as required by any Government authorities or due to change in law.

The allottee further acknowledges that, the unutilized/ residual FSI including future incremental or enhancement due to change in law or otherwise in respect of the said land shall always be available to and shall always be for the benefit of the promoter and the promoter shall have the right to deal or use the FSI as it may deem fit without any objection or interference from the allottees or organization. In the event of any additional FSI in respect of the total land being increased as a result of any favorable relaxation of the relevant building regulation or otherwise at any time hereinafter the promoter alone shall be entitled to the benefit of all such additional FSI for the purpose of development or construction on the land.

1 (a) (i) The Allottees/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Allottees/s Flat No. _____ of carpet area admeasuring _____ sq. metres on_____ floor in the building _____ (hereinafter referred to as " **the said Flat** ") as shown in the Floor plan thereof hereto annexed and marked **Annexure 'A'** for the Consideration of Rs...../- (Rupees..... .....only) including the proportionate price of the common areas and facilities appurtenant to the

premises, the nature extent and description of the common areas and facilities which are more particularly described in **Annexure "E"** annexed herewith.

(ii) The Allottees/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Allottees/s parking space bearing No. _____ in the stilt area for the consideration of Rs..... ./-
(Rupees.....only).

1 (b) The total aggregate consideration amount for the Flat including parking space is thus Rs...../-(Rupees.....

.....only).

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs..... /- (Rupees.....

.....Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. ..... /- (Rupees .....

.....) in the following manner:-

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

(ii) Amount of Rs...../-(..... .....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building.

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

1 (d) The Total Price above excludes Taxes (consisting of Tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connecting with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Flat.

1 (e) The Total Price is escalation-free, save and except escalation/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 Promoters undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said

notification/order/rule/regulation published/issued to the Allottee/s, which shall only be applicable on subsequent payments.

1 (f) the Promoters shall confirm the final carpet area that has been allotted to the Allottee/s 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 per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such as excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoters shall demand additional amount from the Allottee/s as per the next milestone of the payment plan shall demand additional amount from the Allottee/s 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 (a) of this Agreement.

1(g) The Allottee/s authorizes the Promoters 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 Promoters may in their sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoters to adjust his/her payments in any manner.

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

2.2 Time is essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the [Flat] to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoters hereby declare that the Floor Space Index available as on date in respect of the project land is _____ square meters only

and Promoters have planned to utilize Floor Space Index of _____by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters have disclosed the Floor Space Index of _____ as proposed to be utilized by them on the project land in the said Project and the Allottee/s has/ have agreed to purchase the said Flat based on the proposed construction and Sale of Flat to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

4.1 If the Promoters fails to abide by the time schedule for completing the project and handing over the Flat to the Allottee/s, the Promoters agree to pay to the Allottees, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agree/s to pay to the Promoters, interest as specified by the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoters.

4.2 Without prejudice to the right of Promoters to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the Promoters shall at their own option, may terminate this Agreement:

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

Provided further that upon termination of this agreement as aforesaid, the Promoters shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be

payable to Promoters) within a period of thirty days till then have been paid by the Allottee/s to the Promoters.

5. The fixtures and fittings with regards to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range to be provided by the Promoters in the said building and the Flat as are set out in **Annexure 'F'** annexed hereto.

6. The Promoters shall give possession of the Flat to the Allottee/s on or before _____ day of _____ If the Promoters fail or neglect to give possession of the Flat to the Allottee/s on account of reasons beyond their control by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the Flat with interest at the same rate as mentioned in the clause 4.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

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

(i) war, civil commotion or act of God;
(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession:- The Promoters, upon obtaining the Occupancy Certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Flat to the Allottee/s in terms of this Agreement to be taken within _____ from the date of issue of such notice and the Promoters shall give possession of the Flat to the Allottee/s. The Promoters agree and undertake to indemnify the Allottee/s in case of failure of fulfilment on any of the provisions, formalities, documentation on part of the Promoters. The Allottee/s agree/s to pay the maintenance charges as determined by the Promoters or association of Allottee/s, as the case may be. The Promoters on their behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the Occupancy Certificate of the Project.

7.2 The Allottee/s shall take possession of the Flat within 15 days of the written notice from the Promoters to the Allottee/s intimating that the said Flat is ready for use and occupation.

7.3 Failure of Allottee/s to take Possession of Flat: Upon receiving a written intimation from the Promoters as per clause 7.1, the Allottee/s shall

take possession of the Flat from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Flat to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 7.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

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

8. The Allottee/s shall use the Flat or any part thereof or permit the same to be used only for purpose of residence and shall use the parking space only for purpose of keeping or parking vehicle.

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

9.1 The Promoters shall, within three months of registration of the Society or Association or Limited Company, as the case maybe as aforesaid, cause to be transferred to the Society or Association or Limited Company all the right, title and the interest in the Project Land and the said building in which the said Flat is situated.

9.2 The Promoters shall, within three months of registration of the Societies or association of apartment, as aforesaid, cause to be

transferred to the Societies/Apex body all the right, title and the interest of the Owners/Promoters in the project land on which the building with building is constructed.

9.3 Within 15 days after notice in writing is given by the Promoters to the Allottee/s that the Flat is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet are of the Flat) of outgoings in respect of the project land and the Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and the building. Until the Society/Association or Limited Company is formed and the said structure of the building/s is transferred to it, the Allottee/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee/s share is so determined the Allottee/s shall pay to the Promoters provisional monthly contribution of Rs. 2,40,000/- (Rs. Two Lakhs Forty Thousand only) for the first One year towards the outgoings. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until a Conveyance of the structure of the building is executed in favour of the society/ association or a limited company as aforesaid. On such Conveyance being executed for the structure of the building, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society/Association or the Limited Company, as the case may be.

10. The Allottees shall on or before delivery of possession of the said Flat keep deposited with the Promoters, the following amounts:-

(i) Rs. 500/- (Rs. Five Hundred Only) for Share money, application, entrance fee of the Society/Association/Limited Company

(ii) Rs. . 20,000/- Rs. (Twenty Thousand Only) for formation and registration of the Society or association of apartment owners.

(iii) Rs. _____ for proportionate share of taxes and other charges/levies in respect of the Society/Association/Limited Company (Rs. 15/- (Rs. Fifteen only) per square foot per month for 12 (Twelve) months. ((less deduction provided balance shall be paid over by the Promoters to the Allottees)

(iv) Rs. 10,000/- (Rs. Ten Thousand Only) For Deposit towards Water, Electric, and other utility and services connection charges

(v) Rs. 25,000/- (Rs. Tweny Five Thousand Only) for deposits of electrical receiving and Sub Station provided.

11. The allottee shall pay to the Promoters a sum of Rs. 50,000/- Rs. (Fifty Thousand Only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocates of the Promoters in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

GST is applicable on all payments made by the Allottees to the Promotors.

12. At the time of registration of conveyance of the Land and the building the Allottees shall pay to the Promoters, the Allottees' share of Stamp duty and registration charges payable, by the said society/association/ limited company on such conveyance or any document or instrument of transfer in respect thereof.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

The Promoters hereby represents and warrants to the Allottees as follows:

i. The Promoters have Clear and Marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project;

ii. The Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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

iv. There are no litigations pending before any Court of Law with respect to the project land or Project;

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

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

vii. The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Project Land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee/s under this Agreement;

viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Flat to the Allottee/s in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the Land and the structure to the Society/Association/Limited Company of Allottee/s the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the building to the Society/Association/Limited Company of the Allottee/s;

x. The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till handing over of possession of the Flat to the Allottee/s;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property)

has been received or served upon the Promoters in respect of the Project Land and/or the Project.

14. The Allottees/s for himself/herself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenant/s with the Promoters as follows:-

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

ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

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

iv. Not to demolish or cause to be demolished the Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall

not chisel or any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoters and/or the Society/ Association or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

vii. Pay to the Promoters within fifteen days of demand by the Promoters their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Flat is situated.

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

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

x. The Allottee/s shall observe and perform all the rules and regulation which the Society/Association or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company contribute regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Association/Limited Society,

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

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottees as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to the Allottee/s and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoters until the said land and the building is transferred to the Society/Limited Company or other body as the case maybe.

17. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters execute this Agreement the Promoters shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the Flat in the said Project.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s sign 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/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee/s fails to execute and deliver to the

Promoters, then the Promoters shall serve a notice to the Allottee/s for rectifying the default, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes 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 Flat.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S SUBSEQUENT ALLOTTEE/S.

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 Allottee/s of the Flat in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the Carpet area of the Flat to the total Carpet area of all the flats in the project.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/s, in Mumbai after the Agreement is duly executed by the Allottee/s and the Promoters 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.

26. The Allottee/s and/or Promoters shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoters by Registered Post A. D and notified E-mail ID/ Under Certificate of Posting at their respective addresses specified below:

Name of Allottee/s: .....
.....
Allottee/s Address: .....
.....
.....
.....
Notified E-mail ID: .....

Name of the Promoters: **EKEN CONSTRUCTIONS**
602, Eken Heights corner of 21st and 33rd Road Bandra (West), Mumbai – 400 050. Notified E-mail ID: ekenconstns@gmail.com

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

28. JOINT ALLOTTEE/S

That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to be considered as properly served on all the Allottees.

29. Stamp Duty and Registration: - The Charges towards stamp duty and Registration of this Agreement shall be borne by the Allottees/s.

30. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL that piece or parcel of land situated in Town Planning Scheme No. III of Bandra in the Revenue village of Bandra, Andheri Taluka, Bombay Suburban District, Registration Sub-District Bandra, Registration District Bombay Suburban, bearing CTS no. F/375 and Final Plot No.179, situate on Waterfield Road, Bandra (West), Mumbai - 400050 of the said Scheme admeasuring about 409.70 sq. mtrs equivalent to 490 square yards. The said Plot is delineated in red coloured boundary lines on the plan hereto as *Annexure A* and bounded as follows:

On or towards the West By : Final Plot No. 486

On or towards the East By : the Waterfield Road of the said Scheme

On or towards the North By : Final Plot No. 487

On or towards the South By : Final Plot No. 180

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Flat)

SIGNED AND DELIVERED BY THE
WITHIN NAMED PROMOTERS:

……
(Authorized Signatory)

WITNESSES:
(1)Name……

Signature ……

(2) Name……

Signature ……

SIGNED AND DELIVERED BY THE

WITHIN NAMED ALLOTTEES/S.

(1) .....

(2).....

WITNESSES:

(1)Name.....

Signature .....

(2) Name.....

Signature .....

Annexure 'A'

Floor Plan of the Flat

Annexure 'B'

Title Certificate

Annexure 'C'

Property Register Card

Annexure 'D'

Authenticated copies of the plans and specifications of the Flat as approved by the concerned local authority.

Annexure 'E'

The extent and description of common areas and facilities

Annexure 'F'

Fixtures, Fittings, Specifications and Amenities in the Flat.

Annexure 'G'

Authenticated copy of the registration certificate of the project granted by the Real Estate Regulatory Authority.