AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and executed at Mumbai on this _____ day of _____ 2023, BETWEEN

M/S. H. RISHABRAJ REALTY, (PAN NO. _____), a Partnership Firm registered under the provision of Indian Partnership Act, 1932, and having its registered office at 103, Jai Tirth, Daulat Nagar, Road No. 10, Borivali (East), Mumbai-400066, through its Partner **MR. HARISH RATANCHAND JAIN,** hereinafter referred to as the **"PROMOTER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its Partner/Partners, for the time being of the Firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and their/his/her assigns) of the **ONE PART**

AND

_____ **(PAN NO.** _____**)** both adults, Indian Inhabitants of Mumbai, presently having address at _____, hereinafter referred to as the **"ALLOTTEE/S"** (which term in case of individual/s shall so far as the context admits be deemed to mean and include his/her/their respective heirs, executors and administrators and/or persons deriving title under or through him/her/them by transmission and his/her/their permitted assignees and in case of partnership firm, the partner or partners for the time being and from time to time of the firm and survivor or survivors of them and their legal heirs, executors and administrators and permitted assigns including of the last survivor and in case of incorporated body/ies/company/ies its/their successors and permitted assigns) of the **OTHER PART**:

WHEREAS :

A. By an Indenture of Lease dated 11th January 1967 (bearing No. 507 of 1967 of Additional Book No. I dated 3d February 1967), by and between between MHADA formally known as Bombay Housing Board], therein referred to as " the Lessor 'and The Golden Tobacco Workers Co-operative Housing Society Ltd., therein referred to as " the Lessee" the Lessor therein did thereby grant and assign unto and in favour of the Lessee the Leasehold rights in respect ofall that piece and parcel of land bearing land bearing Plot No. 22 admeasuring 1125 Square Yards i.e. 940.60 Square Meters as per Lease Deed [943 Square Meters as per the Property Register Card and 965.49 Square meters as per Physical Survey at Site] on North of Irla Nalla in Juhu, Vile Parle bearing Survey No. 70D of Village Juhu. The Society thereafter got the plans sanctioned from the concerned authorities and constructed on the said Plot a building known as "SNEH SAGAR" consisting of 2 Wings namely "A Wing" comprising of Ground + 7 upper floors with 20 tenetments therein and "B Wing" comprising of Ground + 4 upper floors with 18 tenetments therein, aggregating to 38 tenetments (hereinafter referred to as the **"existing Building")**. The Land along with the building shall (hereinafter be referred to as the **"Property**")., The Property is more particularly described in the **Schedule** hereunder. The copy of Property Card is annexed hereto as **Annexure-A**.

B. The Existing Building is in a dilapidated condition and therefore requires major repeated repairs. Considering the cost for undertaking such repairs and maintenance, the said Society decided to proceed for redevelopment by demolishing the Existing old Building and reconstruct/ redevelop a new building by utilizing the FSI/TDR as per prevailing Development Control Regulations for Greater Mumbai, 2034 (as may be amended and modified from time to time) ("DC Rules");

C. In pursuance of the aforesaid, by and under the Development Agreement dated 31stMarch 2022, registered with the Sub-Registrar of Assurances at Andheri under Serial No. BDR 15-5405-2022 **("Development Agreement")** the

said Society has granted development rights in respect of the said Property in favour of the Promoter, under Regulation 33 (5) of the DCPR, 2034 for undertaking the redevelopment of the said Property and according to which the Developer shall be entitled to claim the benefit of FSI as may be permissible by MHADA under DCPR, 2034 vide Notification bearing Ref. No. TPB- 4317/629/CR-118/2017,DPruD-11 dated 8th May, 2018 or such other policy/Notification sanctioned by the MHADA which enables the Developer to claim the benefit of incentive FSI permissible while construction of saleable component in light of prevailing T4 policy dated 9th July 2019 issued by M.C.G.M. Accordingly to enable the Developer to claim benefit of such incentive, the Society and Members hereby declare confirm undertake that the Developer is authorized to claim, avail and exploit the said incentive FSI in any way while construction of saleable component coming to its entitlement in the project and in confirmation thereof the Society and Members shall pass requisite Resolution as per T4 policy in the manner as requircd by the Developer; (hereinafter referred to as the "***New Building***"). In pursuance of the said Development Agreement, the Society has also executed a Power of Attorney dated 18th July 2022, in favor of the Promoter, registered with the Sub-Registrar of Assurances at Andheri under Serial No. BDR 15-5446-2022 ("Power of Attorney"), to enable the Promoter to carry out various acts, deeds, matters and things in connection with the development of the said Property. A copy of Index-II of the Development Agreement and the Power of Attorney is annexed hereto as **Annexure-B colly**;

D. Accordingly, the Promoter has proposed to construct a residential building on the said Property. The Promoter has presently got the tentative plans approved and duly sanctioned and obtained I.O.A. No. MH/EE/BPCell/GM/ MHADA-104/1244/2023 **Dated- 14th February 2023**. The Commencement Certificate bearing Ref. No MH/EE/BPCell/GM/MHADA-104/1244/2023, **dated 15th September, 2023** is granted for Commencement of Construction according to said plans. The copy of the I.O.A issued by the M.H.A.D.A, copy of Commencement Certificate issued by the M.C.G.M., have been annexed hereto and marked as **Annexure - C"** & **Annexure – "D"** respectively.

E. The Promoter presently intends to construct a residential multi-storey building on the said Land, consisting of stilt + _____ floors which is proposed to be known as **"RISHABRAJ TRIDENT"** ("*New Building*") and is registered as a 'real estate project', with the Maharashtra Real Estate Regulatory Authority ("MahaRera"), under the provisions of the Real Estate (Regulation and Development) Act, 2016, read with the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 and other Rules made thereunder (collectively, "RERA").

F. A Certificate of Title dated _____ has been issued by _____, Advocate of the Promoter, certifying the Title of the Promoter, in respect of the said Property being marketable and free from all encumbrances, in the manner contained therein. A copy of the said Title Certificate/s are hereto annexed and marked as **Annexure – "E".**

G. The Allottee/s has demanded from the Promoter and the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Property, the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the provisions of the Real Estate (Regulation and Development) Act. 2016 (hereinafter referred to as the said **Act** or **RERA**) and the rules made hereunder and the Allottee/s has no query or dispute in respect thereof.

H. The Promoter shall provide common areas and facilities and limited common areas and facilities, in the New Building to be constructed on the said Property, as more particularly described in the **Third Schedule** hereunder written and the same are in accordance with provision u/s 2 (n) of the RERA Act and rules framed thereunder. The Promoter shall endeavor to provide the amenities of the same specifications as stated in the **Annexure - "F".** However, in the event amenities of the said specifications are not available in the market, the Promoter shall provide amenities of similar brand/ quality as the circumstances may permit or their near substitutes at Promoter's discretion.

I. The Promoter herein have commenced the construction work of the said New Building on the said Property in pursuance of the said approved, sanctioned plans, designs and specifications, elevation, by the Municipal Corporation of Greater Mumbai, consisting of residential Flat/s with a view to sell the same on Ownership basis to prospective Allottee/s of the same as per the provisions of the said Act and the rules and regulations made thereunder and the Promoter herein are fully entitled to execute written Agreement/s for Sale of the same with Allottee/s and to receive stipulated sale price/ consideration, along with other statutory charges interalia, in respect thereof, in pursuance to the terms hereof.

J. While sanctioning the said plans for the said New Building or any modification/ amendment thereto, the concerned local authorities and/or government have laid down/ may lay down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while constructing the said New Building and upon due observance and performance of same, the Occupation and the Completion Certificates in respect of the said New Building shall be granted by the concerned local authority.

K. The Allottee/s is aware that the building is being constructed as per the plans approved by M.C.G.M.

L. The Promoter has explained to the Allottee/s about the deficiency on the open space and the Allottee/s has/have noticed and agreed to the same. The Allottee/s has/have taken inspection of the approved plans and satisfied in all respect about the same.

M. The Allottee/s herein being desirous of acquiring a flat/s in New Building on the said Property, approached the Promoter and have duly inspected all the Title document/s, other Deeds and Documents, Projects Registration Certificate U/s 3 (1) of the RERA Act, Property Card/s , Sanctioned Plan/s, IOA & C.C. and Title Certificate etc., as hereinabove referred and also sought such other and further information and particulars as are contemplated under RERA Act and the rules framed thereunder and upon

the Allottee/s inspecting the abovesaid documents and upon being fully satisfied with the same and further in pursuance to the negotiations by and between the Promoter and the Allottee/s, the Allottee/s has applied to the Promoter for allotment to them in the sale building of a **Flat No**. _____, admeasuring _____**Sq. Ft. RERA carpet area equivalent to** _____ **Sq. mtrs.** on "AS IS WHERE IS BASIS" on the _____ Floor, in the said New Building namely "**RISHABRAJ TRIDENT"** belonging to **GOLDEN TOBACCO WORKERS CO-OPERATIVE HOUSING SOCIETY LIMITED."** (hereinafter referred to as "**the said New Building**"). The said flat is more particularly described in the **Second Schedule** hereunder written and shown in red color hatched lines on the floor plans annexed hereto as **Annexure - "__"** (hereinafter referred to as the **"said Premises")** for the consideration and on the terms and conditions hereinafter appearing and the Promoter has agreed to sell the said Premises to the Allottee/s. The copy of the list of amenities hereto annexed and marked as **Annexure – "__".**

N. The term "Carpet Area" as defined under the said Act shall mean the net usable floor area of an Apartment, excluding the area covered by the external wall, area under the service shafts, exclusive balcony and/or verandah area, but includes the area covered by the internal partition walls of the apartment.

O. The said Promoter have registered the project under the provision of the Real Estate (Regulation & Re-development) Act, 2016 with Real Estate Regulatory Authority at Mumbai under Project Registration No. _____ Section 13 of the said Act requires the Promoter to execute a written Agreement for Sale of said Premises with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.;

P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agree to sell and the Allottee/s hereby agrees to purchase the said Premises at or for an agreed lumpsum aggregate consideration of **Rs._____/- (Rupees _____ Only)** (hereinafter referred to as "**the Total Sale Consideration"**).

Q. Prior to the execution of this Agreement to Sale, the Allottee/s has paid to the Developer/ Promoter a sum of **Rs. _____/- (Rupees _____ Only)** (the payment and receipt whereof the Promoter do hereby admit and acknowledge).

R. The PAN Number of parties hereto is as follows:-

Name of the Party	**PAN Number**
1) **Promoter:**	
M/s. H. Rishabraj Realty	**AALFH2982D**
2) **Allottee/s:**	
_____	_____

S. Under the provision of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the **said Act or RERA**) and the rules and regulations made thereunder, the Promoter are required to execute a written Agreement for Sale of the said Premises to the Allottee/s, being these presents and also to register this agreement under the provisions of the Indian Registration Act.

T. Each of the parties hereto confirm and declare that they have the necessary authority and powers and also the requisite approval to enter into and execute these presents and that each of the signatories to these presents are duly constituted and/or fully authorized to enter into and execute these presents.

U. The Promoter has availed finances from **Aditya Birla Housing Finance Ltd. ("ABHFL")** and to secure repayment thereof, has mortgaged inter alia their development rights in respect of the Property and saleable units of the Project.

V. In Accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agreed to sell and the Allottee hereby agrees to purchase the said Premises along with the covered parking, if applicable;

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

1) The recitals contained above shall form integral and operative part of this agreement as if the same were set out and incorporated in the operative part.

2) The Promoter shall complete construction of the building to be known as **'RISHABRAJ TRIDENT'** consisting of ground and ____ upper floors (hereinafter referred to as "**the Project**") on the said Property in accordance with the plans, designs, specifications approved by the M.C.G.M. and which have been inspected and approved by the Allottee/s with such variations, modifications and alterations as the Promoter may have considered subject to the certain changes required to be made for reasons beyond the control of the Promoter or which the Architect/ Engineer may have considered necessary or expedient and/or as shall be required by the concerned local authorities or the Government to be made in them or any of them, from time to time. Provided that, the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the said Premises of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

3) The Allottee/s confirms that he/she/they have duly inspected and personally verified all the title documents, the said sanctioned plans together with IOA and Commencement Certificate/s, Project Registration bearing No. _____**,** in respect thereof along with the other documents prior to the execution hereof.

4) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell and allot to the Allottee/s, **Flat No.** _____, on _____ Floor, admeasuring _____ **Sq. Ft. RERA Carpet Area equivalent to** _____ **Sq. mtrs.**, (hereinafter referred to as the said "**Premises**" more particularly described in the **Second Schedule** hereunder written), on "AS IS WHERE IS BASIS" as shown in the floor plan annexed and marked as Annexure - "__", in the New Building known as **"RISHABRAJ TRIDENT"** of **GOLDEN TOBACCO WORKERS C.H.S.L.,** to be constructed on the said Land more particularly described in the **Second Schedule** hereunder written

for the lumpsum consideration of **Rs._____/- (Rupees _____ Only)** (hereinafter referred to as "**the Total Sale Consideration**") (subject to tax deducted at source) which includes the proportionate price of the common areas and facilities appurtenant to the said Premises, the nature, extent and description of common areas and facilities, which are more particularly described in the **THIRD SCHEDULE** hereunder written**.**

5) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos ____ situated at _____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs._____/-. The said Total Sale Consideration is inclusive of the amount being paid by the Allottee/s in view of one covered parking at stilt/podium level being constructed in the layout and as being allotted by the Promoter herein to the Allottee/s.

6) The said Total Sale Consideration shall be paid by the Allottee/s to the Promoter as per the installments as under:-

a. Rs._____/- (Rupees _____ Only) (not exceeding 30% of the total sale consideration) being paid to the Promoter on or before the execution of these presents, the receipt whereof the Promoter hereby do & doth admit and acknowledge;

b. Rs._____/- (Rupees _____ Only) (not exceeding 45% of the total sale consideration) being payment on completion of Plinth;

c. Rs._____/- (Rupees _____ Only) (not exceeding 70% of the total sale consideration) being paid to the Promoter on completion of the slabs including podiums and stilts of the building in which the Premises is located;

d. Rs._____/- (Rupees _____ Only) (not exceeding 75% of the total sale consideration) being paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Premises;

e. Rs._____/- (Rupees _____ Only) (not exceeding 80% of the total sale consideration) being paid to the Promoter on completion of the sanitary fittings, staircase, lift, wells, lobbies upto the floor level of the said Premises;

f. Rs._____/- (Rupees _____ Only) (not exceeding 85% of the total sale consideration) being paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building in which the said Premises is situated;

g. Rs._____/- (Rupees _____ Only) (not exceeding 95% of the total sale consideration) being paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, pacing of areas appertain and all other requirements as may be prescribed in the Agreement for Sale of the building in which the said Premises is situated;

h. Rs._____/- (Rupees _____ Only) (not exceeding 95% of the total sale consideration) being paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Premises;

i. Balance amount of Rs._____/- (Rupees _____ Only) being payment to the Promoters at the time of handing over possession of the said Premises or on receipt of the Occupation Certificate.

7) The Allottee/s shall deduct a sum equivalent to 1% of the consideration amount towards TDS amounting to Rs._____/- (Rupees _____ _____ Only) and after depositing the amount with the Government treasury shall forthwith handover the FORM 26QB to the Promoter to that effect. This Form 26QB will be treated as an integral part of payment towards the proceeds for the sale/purchase of the Flat.

8) The said Total Sale Consideration is exclusive of Taxes (consisting of tax paid or payable by the Promoter by way of VAT, Service Tax, and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Premises.

9) It is specifically agreed that the apportionment of the proportionate price of common areas and facilities is notional and the same is not subject to change even if the percentage of undivided share of the said Premises in the common areas and facilities increase or decrease the intent of the parties being that the said Premises is agreed to be sold to and is agreed to be purchased by the Allottee/s with all the appurtenant rights as herein provided more particularly described in the third schedule hereunder written.

10) The Allottee/s shall make the payment of the sale consideration in the following manner :

a) **100% of the installment** shall be made by cheque/ demand draft/ pay order/ wire transfer/ any other instrument drawn in favour of **M/S. _____.,** Account No. _____ in the collection account maintained with Cosmos Bank, Borivali (East) Branch with IFSC Code No. _____ (hereinafter referred to as "**the Collection Account**"). The amount as deposited in the collection account shall be managed in the way as mentioned under the provisions of the said Act.

11) The parties hereto agree and accept that if the carpet area of the Premises is reduced/ increased due to structural columns and structural membranes and/or on account of design and construction variances, the Allottee/s shall not complain or raise any grievance on account of the said reduction/increase to the extent of 3% (three percentage). The Allottee/s shall be bound to accept such reduced/ increased area and shall not complain or demand compensation for such reduced/ increased area, provided such reduction/increase does not exceed a maximum of 3% (three percent), in which scenario (of such reduction/ increase of more than 3%) the appropriate

payment shall be made for such reduction/increase by the Allottee/s to the Promoter or vice-a-versa by taking into account the sale consideration for the said Premises.

12) 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 date 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 4 of this Agreement.

13) The Allottee/s agrees to deduct TDS at applicable rate of the consideration as per the Income Tax Act, 1961 and pay the same into the requisite Government Income Tax account and further the Allottee/s agrees and undertakes to furnish to the Promoter a TDS Certificate in this regard within 30 days from the date of deduction of TDS. In the event the Allottee/s fail to deduct TDS or deposit the same in the requisite Government Income Tax account, the Allottee/s shall be solely liable and responsible in respect thereof, with no liability to the Promoter.

14) It is further agreed and understood that the Total Sale Consideration is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall enclose such notification/ order/ rule/ regulation published/ issued in that behalf to that effect along-

with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

15) If the Promoter fails or neglects to offer possession of the Premises to the Allottee/s on the above referred date or within any further date or dates as may be mutually agreed between the parties hereto, then in such case the Allottee/s shall be entitled to give Notice to the Promoter terminating this Agreement, in which event the Promoter shall within 30 days from the receipt of such notice, refund to the Allottee/s the amount of deposit or earnest money and the further amounts, if any, that may have been received by the Promoter from the Allottee/s as installments in part payment in respect of the Premises along with interest at the SBI highest marginal cost of lending rate plus 2% as specified in the rule from the date the Promoter received such amounts till the date the amounts and the interest thereon is repaid, excluding taxes. The Promoter shall refund the above-mentioned amount in respect of such termination and neither party shall have any claim against the other in respect of the Premises or arising out of this Agreement and the Promoter shall be at liberty to dispose of the Premises to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit. The Allottee/s shall, if so required by the Promoter, simultaneously on receipt of the refund of the amounts execute a Deed of Cancellation (in format required by the Promoter) and register the same in the office of the concerned Registrar/Sub-Registrar of Assurances.

16) The Allottee/s agrees that the return of the payment mentioned in Clause above constitutes the Allottee's sole remedy in such circumstances and the Allottee/s foregoes any and all his/her/their rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever; Upon this Agreement being terminated as stated in Clause above, the amounts paid by the Allottee/s towards his Service Tax/ GST liability until the date of termination/ cancellation and deposited with the statutory authorities, shall be refunded to the Allottee/s without any interest thereon only upon the Promoter receiving corresponding refund/ getting credit of the corresponding service tax amount paid/ deposited, from the statutory authorities and not otherwise.

17) If the Promoter fails to abide by the time schedule for completing the project and handing over the said Flat to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule (i.e. SBI's highest Marginal Cost of Lending Rate plus 2 percent), on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

18) **DEFAULT BY THE ALLOTTEE/S ITS CONSEQUENCES:**

a) Without prejudice to the right of promoter to charge interest in terms of sub clause 15 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of Total Sale Consideration of the said Flat which may till then have been paid by the Allottee to the Promoter.

b) Provided further, that upon termination of this Agreement as aforesaid, 10% of the amount paid till then by the Allottee/s will stand ipso facto forfeited without any reference or recourse to the Allottee/s and the Promoter shall refund to the Allottee/s the remaining amount of Sale Consideration of the Premises which may till then have been paid by the Allottee/s to the Promoter but the Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded and upon termination of this Agreement and offer of refund of the aforesaid amount (after taking into account the forfeited amount) by the Promoter, (whether acceptable and realized by the Allottee/s or not) the Promoter shall be at liberty to dispose of and sell the Premises to such person/s and at such price as the Promoter may in their absolute discretion think fit and proper. On termination of this Agreement, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the said Premises.

c) Further, on termination of this Agreement, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the said Premises or under this Agreement and for that the Promoter is hereby irrevocably authorized to comply with all the formalities for execution and registration of the unilateral Deed of Cancellation (at the sole option of the Promoter), without the Allottee/s being a signatory thereto and the Allottee/s will not raise any objection or dispute in that regard. Further, upon termination the Promoter's shall be entitled to deal with, resale or dispose off the said Premises in the manner as the Promoter may deem fit without any reference or recourse to the Allottee/s.

d) Without prejudice to the right of the Promoter to terminate this Agreement on account of delay in payment as stated above, in the event the Promoter does not exercise its option to terminate as aforesaid and grants extension of time to the Allottee/s to make payment, the Allottee/s agrees to pay to the Promoter, interest at the SBI highest marginal cost of lending rate plus 2% as specified in the rule, on all the delayed payments which become due and payable by

the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter until the date of actual payment. Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge / lien on the Flat, in any manner whatsoever, without making full payment of all amounts payable by the Allottee/s under this Agreement, to the Promoter. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the Designated Account and the Promoter's Account.

e) Upon the Promoter terminating this Agreement as aforesaid, the Promoter shall be entitled to adjust the shortfall (if any) in the service tax (or any other statuary dues) liability of the Allottee/s from the balance amounts (i.e., amount paid by Allottee/s to the Promoter less the amounts which the Promoter is entitled to forfeit, appropriate and adjust as aforesaid), if any available with the Promoter prior to refund of the amount/s to the Allottee. The amounts paid by the Allottee/s towards his service tax liability until the date of termination/cancellation and deposited with the statutory authorities, shall be refunded to the Allottee/s without any interest thereon only upon the Promoter receiving corresponding refund/ getting credit of the corresponding service tax amount paid/ deposited, from the statutory authorities and not otherwise.

f) If the Allottee/s in order to augment the resources in his hand for the purpose of payment of consideration amount to the Promoter under this Agreement, seeks a loan from financial institutions or banks or any other lender (the **"Lender"**) against the security of the Premises subject to the consent and approval of the Promoter, then in the event of (a) the Allottee/s committing a default of the payment of the installments of the consideration amount and (b) the Promoter exercising its right to terminate this Agreement, the Allottee/s shall clear the mortgage debt outstanding at the time of the said termination. The Allottee/s shall obtain the necessary letter from such Lender stating that the Allottee/s has cleared the mortgage debt, on receipt of such letter from the

Lender, the Allottee/s shall be (subject to what is stated in Clause above regarding the forfeiture) entitled to the refund of the amount so paid by the Allottee/s to the Promoter towards the Premises. Notwithstanding all that is stated hereinabove it shall always be obligatory on the part of the Allottee/s to pay the installments of the consideration amount as and when due under the terms of this Agreement irrespective of the fact that the Allottee/s has applied for the loan to the Lender and further irrespective of the fact that the said loan is under process and sanction is awaited and/or is rejected.

g) All the rights and/or remedies of the Promoter including the aforesaid rights and remedies of the Promoter are cumulative and without prejudice to one another.

19) **REPRESENTATIONS OF PROMOTER:**

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

a) The Promoter has clear and marketable title with respect to the development rights 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;

b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;

c) There are no litigations pending before any Court of Law with respect to the project land or project except those disclosed in the title report;

d) All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said Building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said Building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance

with all applicable laws in relation to the project, project land, building/ wing and common areas;

e) The Designated Account shall be used for the purpose the same is opened and withdrawals therefrom shall be in the manner as provided under the Act.

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

g) The Registration of the Project is valid and subsisting.

h) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person/s or party with respect to the project land, including the project and the said Premises which will adversely affect the rights of Allottee/s under this Agreement;

i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Premises to the Allottee/s in the manner contemplated in this Agreement;

j) The Promoter has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Property to the competent authorities;

k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Promoter in respect of the project land and/or the project except those disclosed in the title report.

20) The Allottee/s authorizes the Promoter to adjust/ appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/ her/their name as the Promoter may in its sole discretion deem fit & the Allottee/s undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner. All the above payments

shall be made by the Allottee/s to the Promoter in the name of "_____" being the Promoter.

21) The Allottee/s is aware that the Promoter has not charge any additional amount/ price for the allotment of terrace, parking space and other common area and facility.

22) Nothing contained in this Agreement shall be construed so as to confer upon the Allottee/s any right whatsoever into or over the said Property or the said Building or any part thereof.

23) The Promoter has proposed to utilize the maximum permissible F.S.I by them on the project land in the said Project and Allottee/s has/have agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoter by utilizing the proposed F.S.I. and on the understanding that the declared proposed F.S.I. shall belong to Promoter only.

24) Save as aforesaid, it is expressly agreed that the right of the Allottee/s under this Agreement is restricted to the said Premises agreed to be acquired by the Allottee/s only and all the other Premises and portion or portions of the said Property (Promoter's Free Sale component and excluding the reserved Society Premises) and open spaces, stilt parking space, grounds, path ways etc. shall be the common areas as per the provisions of the RERA Act and the Maha RERA Act and the rules framed thereunder. The Promoter shall be fully entitled to deal with or till the sale shall also be entitled to use, possess, occupy, enjoy and/or deal with, allot and dispose off the same in the manner deemed fit by them, without any reference, interference, recourse, consent or concurrence etc. from the Allottee/s and/or the Society or any association or organization formed, in any manner whatsoever. The Allottee/s /members will not held M.C.G.M liable for any failure of Mechanical Parking System in future. The Allottee/s hereby confirms and consents to the irrevocable right of the Promoter to fully construct and complete the said Building known as "**RISHABRAJ TRIDENT**" on the said Property in the manner as per the sanctioned plans approved by the Corporation by utilizing the Full Potential of the Plot as may be deemed fit by the Promoter, till its full lawful completion

thereof, in accordance with law, as per the Sanctioned Plan/s, disclosed to them prior to the execution hereof.

25) The Allottee/s has/have made inquiries, investigated and is/are aware of the rights and title of the Promoter to, unto and over the said Property. The Allottee/s has/have agreed to acquire the said Premises after thorough inquires and investigation and after being fully aware of the rights and title of the Promoter to the said Property. The Allottee/s have inspected the original Title Certificate dated _____ issued by Advocate _____ and other title documents, deed/s and paper/s etc., in that regard. The Allottee/s hereby undertakes not to raise any objection and/or requisitions to the right and title of the Promoter to the said Property, hereafter and forever.

26) The Parties further agree and record that the Possession of the said Premises with lock and key control thereof, shall be delivered by the Promoter to the Allottee/s after the said Premises is/are ready for use and occupation on or before _____, PROVIDED all the amounts due and payable by the Allottee/s, under the terms of this presents are fully paid to the Promoter hereinbefore the said Allottee/s is/are delivered the vacant and peaceful possession thereof. It is further agreed and provided that if any of the amount which is due and payable and which remains unpaid, under this presents, then the same shall render the said Allottee/s disentitled to seek the possession of the said Premises and the Allottee/s herein agree/s and accept/s the same irrespective of the other rights of the Promoter herein under this presents or at law, equity and otherwise. It is further agreed and provided that the Allottee/s herein upon compliance and fulfillment of the terms and conditions of this presents, shall, within 15 days from the receipt of the written Notice of Intimation of Possession interalia intimating that the said Premises is/are ready for use and occupation, from the Promoter herein, shall take the possession of the said Premises, failing which on the expiry of the stipulated date under the said notice, the said Promoter herein shall be discharged from their obligation to deliver the possession of the said Premises in terms under this presents as well as under the said RERA, MahaRERA and the MOFA Act and other Statutes/Enactments, as recorded herein. The Allottee/s shall before taking possession of the said Premises, inspect the

same thoroughly and point out defects if any in construction and/or amenities and facilities and will take possession only after rectification thereof if any required. In the event of the Allottee/s taking possession of the said Premises without inspection, then he/she/they should be deemed to have inspected the same thoroughly and found the same without defect in construction and/or amenities and facilities unless otherwise recorded in writing. The Provisions of the RERA and the MahaRERA Act applies to these presents.

27) It is agreed that upon full payment having been made by the Allottee/s to the Promoter and the Occupation Certificate of the proposed new building having been received and the Allottee/s having been offered possession of the said Flat/Premises, the Promoter shall sign, execute and deliver all necessary applications, papers and writings to be made to the Society for accepting and recognizing the Allottee/s as the members of the Society. It is also made clear and understood by the Allottee/s that till the full payment is made by the Allottee/s to the Promoter and the Occupation Certificate in respect of the new building, including the said Flat /Premises is obtained, the Allottee/s shall not be entitled to demand and/or require the Promoter to sign, execute and deliver to the Allottee/s the application and other writing for membership in the said Society. The Allottee/s agree to become the members of the said Society and sign and execute application form to become members of the said Society.

28) The Promoter do hereby agrees to sign and execute such other documents, writings and papers as may be required by the said Society to enable the said Society to accept and recognize the Allottee/s as a member of the said Society, if any transfer fee or any other charges are required to be paid to the said Society, the same is to be paid by the Allottee/s alone.

29) The Allottee/s shall abide by all bye-laws rules and regulations of the said Society, Government, M.C.G.M., Electricity Company and any other authorities and local bodies and shall attend to, answer and be responsible for actions, violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this agreement.

30) The Promoter shall have absolute right and full authority to sell the balance free sale area in the open market after getting the Commencement Certificate. It is clearly agreed and understood by and between the parties hereto that the Promoter shall also be entitled to construct commercial Premises in the new building and the member/s of the Society shall not take any objection for the same.

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

32) The Promoter shall in respect of any consideration amount remaining unpaid by the Allottee/s under the terms and conditions of this Agreement will have first lien and charge on the said Premises agreed to be allotted to the Allottee/s.

33) Commencing a week after notice is given by the Promoter to the Allottee/s that the said Premises is/ are ready for use and occupation, the Allottee/s shall be liable to bear and pay all the statutory taxes and charges for electricity and other service charges and the outgoings payable in respect of the said Premises mentioned in clauses hereof.

34) It is agreed that in respect of items, moneys paid as mentioned in clauses above, the Promoter shall not be liable to render any accounts.

35) The Allottee/s hereby covenants with the Promoter to pay consideration amount liable to be paid by the Allottee/s under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Promoter fully indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observe by Promoter.

36) The Allottee/s hereby agrees that in the event of any amount becoming payable by way of levy of premium to the Concerned Local authority or to the state Government or any amount becoming payable by way of betterment charges of development levies or any other payment of similar nature in

respect of the said Property and/or the various Premises to be constructed thereon, the same shall be reimbursed by the Allottee/s to the Promoter in the proportion of the area of the said Premises to the total area of all the structures on the said Property.

37) The Allottee/s shall on demand, deposit with the Promoter his/her/their proportionate share towards the installation of water meter and electric meter and/or for any other deposit to be paid by the Promoter to the local authority or body concerned and/or to any other concerned authority.

38) The Allottee/s shall also pay to the Promoter various amounts as mentioned in Clause hereunder written which the Promoter shall be entitled to utilize such amount towards payment of taxes and other outgoings.

39) The Promoter shall be liable to pay unto the only the municipal rates and taxes at actual in respect of the unsold flats in case there shall remain any unsold flats in the said New Building at the time of the Occupation Certificate in respect thereof shall have been obtained the Promoter. The Promoter shall be admitted as member of the Society and as and when such premises are sold to the person/s of the choice of the Promoter and at the discretion of the Promoter the Co-operative Society shall admit as its members the Allottee/s of such premises, without charging any premium or any other extra payment and/or any other transfer fee by whatever name called.

40) The Allottee/s shall allow the Promoter and their surveyors and agents with or without workmen and other at all reasonable times to enter upon his/her/their premises or any part thereof for the purpose of repairing any part of the said Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for the said Building and also for the purpose of cutting off the supply of water and other services to the premises of any other premises owners in the said Building in respect whereof the Allottee/s or user or occupier of such Premises as the case may be shall have committed default in payment of his/her/their share of the local body property taxes and other outgoings as also in the charges for electricity consumed by the Allottee/s.

41) The Allottee/s shall not at any time demolish or do or cause to be done any additions or alterations of whatsoever nature in the said Premises or any part thereof without obtaining prior written permission of the Promoter. The Allottee/s shall keep the said Premises walls, partitions, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and conditions and in particular the said Building, so as to provide shelter to and protect the parts of the said Building other than his/her/their premises. The Allottee/s shall not permit the closing of the niches or balconies or make any alterations in the outside elevations and outside colour scheme of the premises to be allotted to him/her/them.

42) The Allottee/s doth hereby covenant with the Promoter that the Allottee/s herein and his/her/their assign/s, respectively, shall from the date of possession, resale and/or assignment thereof, maintain the said Premises at his/her/their cost in a good condition and shall not do or suffer to be done anything thereby causing any damage, defect to the structural member/s of the said Building specifically the beams, columns, pillars, chajjas, walls (internal and outer), parapet walls, pardis together with the compound walls, lobbies, staircase, corridor and/or to the said Premises and/or common passages, common areas or the compound which may be against the rules or bye-laws of the Municipal Corporation of Grater Mumbai, the said Society/ proposed Society and shall also comply with the RERA, MahaRERA Act and the rules framed thereunder and the orders or directions passed thereunder including Orders (if any) that may be passed by the Government of Maharashtra and other authorities under the provisions of law, interalia in that respect.

43) The Allottee/s hereby grant/s his/her/their irrevocable power and consent to the Promoter and agree/s:

a) That at all time, the Promoter alone shall be entitled to all F.S.I./ Fungible F.S.I. whether available at present or in future for any reason whatsoever including the balance F.S.I., the additional F.S.I. available under D.C. Regulations from time to time and/or by an special concession, modification of present rules, regulations, statutes, bye-laws etc. F.S.I. available in lieu of the setback, reservation (if any) or

otherwise howsoever, upto the completion of the New Proposed Building, as contained in terms of the aforesaid Registered Development Agreement and alongwith the Sanctioned Plan/s, read together with the I.O.A., respectively and shall not cause any obstacle in respect of the same.

b) That under no circumstances, the Allottee/s will be entitled to any F.S.I. or shall have any right to consume or deal with or dispose off the same in any manner, whatsoever.

c) Not to raise any objection or interfere with Promoter's right reserved hereunder and as contained in the said Development Agreement.

d) To execute, at once if any further or other writing, documents etc. is required or necessary for the purpose and intent of this Agreement.

e) To do all other acts, deeds, things and matter which the said Promoter in their absolute discretion deem fit for putting into complete effect the provision/s of this Agreement.

f) The aforesaid consent and Agreement shall remain valid continuous, irrevocable, subsisting and in full force even after the possession of the said Premises is handed over to the Allottee/s.

44) The Parties hereto specifically declare and confirm that:-

a) The Allottee/s has/have inspected the said Property and had ascertained for himself/herself/themselves that the work of constructing and completing the said New building is still in progress and the said Premises is/are not yet fit/ready for use.

b) As the New Building is under construction and as the Completion Certificate/ Occupation Certificate, in respect of the said New Building, accordingly has/have not yet been applied for or issued by the Municipal Corporation of Greater Mumbai, as required by law and consequently under the provisions of RERA Act., MahaRERA Act. and the rules framed thereunder, the Promoter are not entitled to allow the Allottee/s to enter into possession of the said Premises and the Allottee/s is/are prohibited from taking possession of the said Premises till such Certificate is given by the M.C.G.M.; M.C.G.M. shall have a free access to the said Property to carry out the repairs and maintenance of the water pipe lines as and when required and

M.C.G.M. will not be responsible for any damage caused to the proposed building and persons due to leakage or bursting of the water main.

c) It is specifically agreed between the parties herein and provided that the Promoter shall handover the possession of, the said Premises to the said Allottee/s herein, upon total completion of the said Building, proposed to be constructed on the said Property, in accordance with the sanctioned plans and the said Allottee/s shall not raise any objection of any nature whatsoever nor initiate any legal proceedings, steps and actions in that regard against the Promoter herein, in that respect. The Allottee/s doth hereby further covenant/s with the Promoter that they have mutually agreed upon the terms and conditions as contained herein and further undertake not to resile from the covenants as recorded herein.

d) The Promoter shall give possession of the said Flat to the Allottee on or before..... day of .....20___. If the Promoter fails or neglects to give possession of the said Flat 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 said Flat with interest at the same rate as may mentioned in the clause 15 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 said Flat on the aforesaid date, if the completion of building in which said 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.

45) After the possession of the said Premises is handed over to the Allottee/s if any additions or alterations in or about or relating to the said Building are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Allottee/s of various

premises in the said Building at his/her/their own costs and the Promoter shall not be in any manner liable or responsible for the same.

46) The Allottee/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said building or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to user and occupiers of the other premises in the said Building. However, it is clarified that this does not cast any obligation upon the Promoter to insure the building or premises agreed to be sold to the Allottee/s.

47) The Allottee/s and the person/s to whom the said Premises are let, sub-let, transferred, assigned or given possession of with the written consent of the Promoter, shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Promoter may require for safe guarding the interest of the Promoter and/or of the Allottee/s and/or their Loanee Bankers, in the said Building.

48) The Allottee/s hereby covenant/s that from the date on which possession, of the said Premises are offered he/she/they shall keep the said Premises, the walls and partition wall/s, sewers, drains, pipes and appurtenance thereof belonging in good tenable repair and shall abide by the conditions of the Government, M.C.G.M., the proposed Society or the Adani Energy/Tata Power and any other authorities and local bodies and shall attend, answer and will be responsible for all violation of any such conditions or rules, regulations or bye-laws, as the case may be.

49) Wherever, in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the [Premises] to the total carpet area of all the [Premises] in the Project.

50) 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.

51) The Allottee/s will lodge this Agreement for Registration with the concerned Sub-Registrar of Assurance and the Promoter will attend the Office of Sub-Registrar and admit on execution thereof after the Allottee's inform them of the number under which it is lodged for Registration by the Allottee/s.

52) All letters, circulars, receipts and/or notices issued by the Promoter dispatched under Certificate of Posting to the address known to them of the Allottee/s will be a sufficient proof of the receipt of the same by the Allottee/s and shall completely and effectually discharge to Promoter. For this purpose, the Allottee/s has given the following address:

At _____,

_____

_____

53) That in case there are Joint Allottee/s, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/ them which shall for all intents and purposes to consider as properly served on all the Allottee/s.

54) The Allottee/s shall on or before delivery of possession of the said Premises keep deposited with the Promoter, the following amounts:-

i) Rs._____/- (Rupees _____ Only) lumpsum amount of legal charges for this agreement.

ii) Rs._____/- (Rupees _____ Only) for share money, application and entrance fee of the Society;

iii) Rs._____/- (Rupees _____ Only) towards deposit/installation Expenses paid to Mahanagar Gas Ltd.

iv) Rs._____/- (Rupees _____ Only) for proportionate share of taxes and other outgoings for 12 months.

v) Rs._____/- (Rupees _____ Only) as non-refundable deposit for due performance of the agreement which will include the deposits payable to the concerned local authority or

Government for giving water, electric or any other services connections to the building in which the flat is situated. If this deposits amount is found short, the Flat Allottee/s agrees to pay such further amount as may be required by the Promoter paid by the Flat Allottee/s to the Promoter for meeting all legal costs, charges and expenses including professional costs of this Attorneys at law/Advocates of the Promoter in connection with formation of the said Society or Limited Company as the case may be, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and also otherwise.

vi) Rs._____/- (Rupees _____ Only) towards out of pocket expenses for lodging the agreement for registration.

vii) As at present advised by the Municipal Corporation of Greater Bombay a sum calculated at the rate of Rs. _____/- per Sq. Ft. on Built-up area is to be paid to the Corporation as development charges. The Allottee/s has thus to pay as his share of development charges. The sum shall be paid by the Allottee/s to the Promoter on the execution hereof. The said sum is in addition to the purchase price and is to be borne by the Allottee/s. If at any time a further amount shall became payable under anyone or more of the needs mentioned in this clause in respect of the said Premises the same shall be said by the Allottee/s of the Promoter.

In case, there shall be deficit in this regard, the Allottee/s shall forthwith on demand pay to the Promoter his/her proportionate share to make up such deficit.

55) If any provision of this Agreement shall be determined to be void or unenforceable under RERA or the MahaRERA Act and the rules framed thereunder or under any other 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.

56) The Allottee/s hereby agrees that in the event of any amount by way of premium or security deposit or fire cess is paid to the corporation or to the State Government or betterment charges or development tax or security deposit for the purpose of giving water connection or any other tax or payment of a similar nature becoming payable by the Promoter the same shall be reimbursed by the Allottee/s to the Promoter in proportion to the carpet area of the said Premises agreed to be acquired by the Allottee/s and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.

57) The Promoter shall be entitled to alter the terms & conditions of the Agreement relating to the unsold premises in the said Building of which the aforesaid premises form part and the Allottee/s shall have no right to object to the same.

58) The Allottee/s himself/herself with intention to bind all person/s into whosoever hands the said Premises may come, doth hereby covenant with the Promoter as follows:

1. To maintain the said Premises at Allottee's costs in good tenantable repair and condition from the date the possession of the said Premises is taken and shall not do or suffer to be done anything on or to the building in which the said Premises is situated and also in the stair-case or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the building in which the said Premises is situated and the said Premises itself or any part thereof.

2. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing or which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of the said Building, including entrances of the said Building and in case of any damage is caused to the said Building or the said Premises on account

of negligence or default of the Purchase in this behalf, the Allottee/s shall be liable for the consequence of the breach.

3. To carry at his/her own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which they were delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Promoter in which the aid premises are situated or the said Premises which may be forbidden by the rules and regulation and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee/s committing any 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.

4. Not to demolish or cause to be demolished the said Premises or any part thereof not at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the said Building and shall keep the portion, sewers, drains and pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other part of the said Building and shall not chisel or in any other manner damage the columns, beams walls, slabs or R.C.C. Pardis or other Structural members in the said Premises without the prior written permission of the Promoter and/or the Co-operative Society. In case on account of any alterations being carried out by the Allottee/s in the said Premises (whether such alterations are permitted by the concerned authorities or not) there shall be any damage to the adjoining premises or to the premises situated below or above the said Premises (inclusive of leakage of water and damage to the drains) the Allottee/s shall at his/her own costs and expenses repair such damage (including recurrence of such damages).

5. Not to throw dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Land and the said Building.

6. Pay to the Promoter within 60 days of demand by the Promoter his/her share of security deposit demanded by the Concerned Local Authority or

Government for giving water, electricity or any other service connection to the said Building.

7. To bear and pay, increase in local taxes, water charges, insurance and such other levies, if any, also for improving infrastructures 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 flat Allottee/s viz. user for any purpose of local authority.

8. The Allottee/s alone be responsible for any liability under GST etc. and shall pay the same immediately on demand by the Promoter.

9. The Allottee/s shall not let, sub-let, transfer, assign or part with Allottee's interest or benefit factor of this Agreement or the said Premises or part with the possession of the said Premises or any part thereof until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s has not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement.

10. The Allottee/s shall observe and perform all the rules and regulations which the Co-operative Society 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 premises 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 the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

11. To observe and perform all the terms and conditions and covenants to be observed and performed by the Allottee/s as set out in this Agreement (including in the recitals thereof). If the Allottee/s neglects, omits or fails to pay for any reasons whatsoever to the Promoter under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time hereinafter specified or if the Allottee/s shall in

any other way fail to perform or observe any of covenants and stipulations herein contained or referred to the Promoter shall be entitled to re-enter upon and resume possession of the said Premises and everything whatsoever there is and this Agreement shall cease and stand terminated. The Allottee/s herein agree that on the Promoter re-entry on the premises as aforesaid all the right, title and interest of and Allottee/s in the said Premises and under this Agreement shall cease and Allottee/s shall also be liable for immediate ejectment as a trespasser. The Allottee/s shall thereupon cease to have any right or interest in the said Premises. In that event all the moneys paid herein by the Allottee/s (except the outgoings apportionable to the said Premises till the date of such termination) shall after Sixty days of such termination be refunded by the Promoter to the Allottee/s.

59) All costs, charges and expenses in connection with the execution of these presents and for preparing, engrossing and other related charges of and incidental to this Agreement and all other agreements, covenants, deeds or any other documents, required to be executed by the Promoter and/or the Allottee, out of pocket expenses and all costs, charges and expenses arising out of or under these presents, as well as the entire professional costs of the Advocates or Solicitors for the Promoter including preparing and approving all such documents shall be borne and paid by the acquires of the tenements proportionately or by the Society. The Promoter shall not contribute anything towards such expenses. The Allottee/s immediately on demand in this regard shall pay the proportionate share of the costs, charges and expenses.

60) Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act. 2016, rules and regulations, thereunder.

61) 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 MahaRERA Courts will have the jurisdiction for this Agreement.

62) The Parties hereto further agree and record that the Allottee/s shall be entitled to deduct the T.D.S. (if any) as may be applicable, as per amended rules and Provisions of Income Tax Act if the Purchase Price/Total Sale Consideration under this Agreement for such Flats/ Premises is above the prescribed statutory limit and in such event the Allottee/s shall execute such receipts Post-deduction of such T.D.S. amount and issue Original Tax-Deduction Certificate for the money so deducted and directly deposit such deducted amount with the Concerned Department/s of the Concerned Authority/ies in the prescribed statutory time frame and shall upon demand produce the copy of the original paid-up Challan/ Receipt in that respect and further undertakes that the Allottee/s shall keep the Promoter herein well saved and/or defended against any omission/ commissions and/or default, in that regard.

63) So long as the areas of the said Property (agreed to be acquired by the Allottee/s from the Promoter) is not altered and the amenities set out in the Annexure hereunder written are not altered, the Promoter shall be at liberty and are hereby expressly permitted to make variations in the layout/elevation of the property and/or of the building and/or varying the location of the access of the building as per the existence of the situation and the circumstances of the case may require and warrant, as per the procedure laid down by the RERA and the MahaRERA Act. The Allottee/s expressly hereby agrees and grants his/her/their consent/s to all such variations. The Promoter are fully and absolutely entitled to utilize the floor space index as may be sanctioned and permitted by the Municipal Corporation of Greater Mumbai.

64) The Promoter have handed over the original of this Agreement duly executed by the Promoter and the Allottee/s herein, to the Allottee/s and the said Promoter shall retain unto themselves a Duplicate set of the Agreement having Adhesive Stamp of Rs.100/- and duly executed by the Promoter and the Allottee/s herein, for their record.

65) If within a period of five years from the date of handing over the said Flat / Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Flat/Premises 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. It is however expressly agreed that due to changes made by the Allottee/s in the said Flat (internally or externally) or said Building or other Allottees/s of the flats in the said Building, if any complaint arises, then in such circumstances the Promoter shall not be liable or responsible for repairs.

66) This Agreement shall always be subject to the provisions of (i) Real Estate (Regulation and Development) Act, 2016; (ii) Maharashtra Real Estate Regulatory Authority (General) Regulations, 2017; (iii) Maharashtra Real Estate Regulatory Authority (Recruitment and Conditions of Service of Employees) Regulations, 2017; (iv) Maharashtra Real Estate Appellate Tribunal, Officers and Employees (Appointment and Service Conditions) Rules, 2017; and (v) Maharashtra Real Estate Regulatory Authority (Form of Annual Statement of Accounts and Annual Report) Rules, 2017 and read together with Maharashtra Ownership of Flats Act, 1963, and the respective rules made thereunder. In the event, of conflict between any of the aforesaid, the provisions of Real Estate (Regulation and Development) Act, 2016 and rules made thereunder shall prevail.

67) The Allottee/s hereby agree that as under:-

h) The building under reference is deficient in open space and M.C.G.M. will not be held liable for the same in future.

ii) The Allottee/ Member agrees for no Objection for the Neighborhood development with deficient Open Space in future.

iii) The Allottee/ Member will not held M.C.G.M. liable for any failure of Mechanical Parking System/ Car Lift in future.

iv) That the Allottee/ Member will not held M.C.G.M. liable for the proposed inadequate/ sub-standard sizes of rooms in future.

v) That there is inadequate maneuvering space of car parkings and buyer/ member will not make any complaint to M.C.G.M. in this regard in future.

vi) That the dry and wet garbage shall not be separated and the wet garbage generated in the same building shall not betreated separate lyon the same plot by residents/ occupants of the building in the jurisdiction of M.C.G.M.

68) Any difference of opinion and or dispute concerning understanding, interpretation and/or implementation of any of the provisions contained in this agreement, shall be mutually discussed between the parties hereto and resolved. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act. 2016, rules and regulations, thereunder.

THE FIRST SCHEDULE

(Description of the said Land)

A. All that piece and parcel of land bearing CTS NO.195/173/2 (pt), Plot No. 22, admeasuring 940.60 sq. meters and admeasuring 943 Sq. Meters as per Property Card or thereabouts of Andheri Village, Gulmohar Cross Road No. 12, J. V. P. D., Andheri (West), Mumbai 400 049 Taluka Borivali within the Mumbai Suburban District and the Building known as "The Golden Tobacco Worker's Co-operative Housing Society Limited" standing thereon and bounded as follows:

On or towards the North : Plot No. 22
On or towards the East : Plot No. 5, 27 & 28
On or towards the South : Plot No. 23
On or towards the West : 40.6 wide road.

THE SECOND SCHEDULE

(Description of the said Flat/Premises)

Flat No. _____, admeasuring _____ **Square Feet equivalent to _____ Square meters** carpet area as per RERA, on "AS IS WHERE IS BASIS" at _____ **Floor**, of the New Building "**RISHABRAJ TRIDENT**", proposed to be constructed on the said Property, more particularly described in the First Schedule hereinabove written.

THE THIRD SCHEDULE

The nature, extent and description of the common areas and facilities and of the limited common areas and facilities are as under:-

(A) Common Areas & Facilities

1. Entrance lobby of the building, lift, lift well;

2. Common Terrace above topmost floor;

3. The water tanks (overhead/underground) and in general all apparatus and installations of and incidental to the aforesaid and existing for common use;

4. Compound of the building i.e. the open area (out of the property described in the First Schedule) appurtenant to the built-up area of the building but excluding the car-park areas allotted to the Allottee/s;

5. Staircase of the building but not for the purpose of storage, recreation, residence or sleeping;

6. Pump room with pump in the compound.

(B) Limited Common Areas & Facilities

1. Terraces, which are allotted specifically to any Allottee/s shall belong to and are meant for the exclusive use of such Allottee/s alone.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

SIGNED, SEALED & DELIVERED)
by the within named **"PROMOTER"**)
M/S. H. RISHABRAJ REALTY)
acting through its partner)
MR. HARISH RATANCHAND JAIN)
in the presence of ……)

1.

2.

SIGNED, SEALED & DELIVERED)
by the withinnamed **"ALLOTTEE/S"**)
1)_____)

2) _____)

in the presence of ……)

1.

2.

RECEIPT

RECEIVED of and from the _____**and** _____**,** being Part Consideration amount of a sum of **Rs.**_____**/- (Rupees** _____ **Only)** in respect of the said Flat which we have agreed to sale as per the terms of this Agreement for Sale, the Part Consideration amount paid by them to us in the following manner:-

Amount	Cheque No.	Date	Banker's Name & Branch

Received Rs._____**/-**

M/S. H. RISHABRAJ REALTY
through its Partner
Promoter