

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“**Agreement**”) is made and entered into at Mumbai on this [●] day of [●] 2023;

BETWEEN

PRANAV CONSTRUCTIONS PRIVATE LIMITED, a private limited company (CIN No. U70101MH2003PTC141547), PAN: AAECPO580F, registered under the provisions of the Companies Act, 1956 and validly existing under the provisions of Companies Act, 2013 having its registered office at 1001, 10th Floor, DLH Park, Near MTNL, S. V. Road, Goregaon – (West), Mumbai City, Maharashtra - 400062, represented through the hands of its Managing Director viz. **Mr. Pranav Kiran. Ashar**, 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 successors and permitted assigns) of the One Part;

AND

[If the Allottee/s is a Company]

[●], (CIN No. [●]) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [●], (PAN [●]), represented by its authorised signatory, [●] (Aadhar no. [●]) duly authorised vide board resolution dated [●], hereinafter referred to as the “**Allottee/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the Other Part;

[OR]

[If the Allottee/s is a Partnership]

[●], a partnership firm incorporated and registered under the Indian Partnership Act, 1932, having its principal place of business at [●], (PAN [●]), through the hands of its partners [●], hereinafter referred to as the “**Allottee/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of last of such survivors or survivor and their permitted assigns) of the Other Part;

[OR]

[If the Allottee/s is an Individual]

Mr. / Ms. / Mrs. [●], son / daughter of [●], aged about [●], an adult, Indian Inhabitant, residing at [●], (PAN [●]), hereinafter referred to as the “**Allottee/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and permitted assigns) of the Other Part;

[OR]

[If the Allottee/s is a HUF]

Mr. [●], (Aadhar no. [●]) son of [●], aged about [●] for self and as the Karta of the Hindu Joint Mitakshara Family known as [●] HUF, having its place of business / residence at [●], (PAN [●]), hereinafter referred to as the “**Allottee/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors in interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors in interest and permitted assignees).

[Please insert details of other Allottee/s(s), in case of more than one Allottee/s]

The Promoter and the Allottee/s are hereinafter individually referred to as “**the Party**” and collectively as “**the Parties**”.

WHEREAS: -

- A. All that pieces and parcels of the freehold plot of land bearing Final Plot No. 28 of TPS II bearing C.T.S. Nos. G-92 of Village Bandra, admeasuring in the aggregate as 1028 square metres (as mentioned in the Town Planning Scheme Plan in respect thereof) and physically the plot is admeasuring in the aggregate as 1105 square metres, situated at Juhu Road, Santacruz (West), Mumbai - 400 054, more particularly described in the **First Schedule** hereunder written and hereinafter referred to as “**the Land**” is owned by Samrat Co-operative Housing Society Limited, a society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, bearing registration no. BOM/HSG/1377/ of 1967 (“**the Society**”);
- B. The Society was also the owner of a building standing on the Land known as ‘**Samrat Building**’ comprising of 2 (two) wings having ground floor plus 3 (three) upper floors with a total of 18 (eighteen) residential flats therein, and ancillary structures such as pump room, meter room, etc., (hereinafter referred to as the “**Old Building**”), together with 2 (two) garages on the Land (hereinafter collectively referred to as the “**Old Garages**”) and 2 (two) part

terraces attached to member's flat (hereinafter collectively referred to as the **"Members' Old Terrace Spaces"**). Hereinafter, the Old Building, the Old Garages and the Member's Old Terrace Spaces are collectively referred to as the **"Old Structures"**;

- C. The Land along-with the Old Structures are hereinafter collectively referred to as **"the Property"** and more particularly described in the **Second Schedule** hereunder written;
- D. There are total of 18 (Eighteen) existing members of the Society (**"Members"**), who were the owners of 18 (eighteen) residential flats, 2 (two) garages and 2 (two) part terraces attached to member's flat in the Property;
- E. The name of the Society is duly recorded in the Property Card. A copy of the Property Card is hereto annexed and marked as **ANNEXURE "A"**;
- F. The Old Structures were 60 (sixty) years old and the Old Structures had deteriorated over the years. Upon considering the huge cost involved in the repair work of the Old Structures, the Members were inclined to go for the redevelopment of the Property and accordingly the Members requested the Managing Committee of the Society to call for a Special General Body Meeting of the Society to consider the scope of redevelopment of the Property;
- G. Accordingly, in its Special General Body Meeting dated 3rd November 2019, the Society decided to go for redevelopment of the Property and also passed a resolution to that effect. Pursuant thereto, with the confirmation and assistance of M/s. Bine Billal, being the Society's Project Management Consultant (**"PMC"**), the Society floated tenders containing various terms, conditions and requirements of the Society for redevelopment of the Property, thereby inviting proposals from interested builders and developers for the proposed re-development.
- H. In pursuance of the same, the Promoter gave an offer to the Society whereunder the Promoter agreed to undertake the work of development of the Property, by demolishing the Old Structures and reconstructing a New Building for residential use thereon by utilizing the maximum permissible development potential as emanating from the Property including the primary Floor Space Index (**"FSI"**) of the Land as well as additional FSI by way of premium paid FSI (**"Premium FSI"**), FSI by way of Transferable Development Rights (**"TDR"** or **"TDR/FSI"**), compensatory/ Fungible FSI (**"Fungible FSI"**),

incentive FSI, etc., as well as FSI in lieu of stairways, lobbies, elevator shafts, etc., relating to and arising out of the Land as per prevailing Development Control and Promotion Regulations, 2034 (“**DCPR**”) in respect of the Property and on the terms and conditions more particularly contained therein;

- I. In the Society’s Special General Body Meeting held on 12th December 2021, the Society unanimously appointed Pranav Constructions Private Limited (i.e., the Promoter herein) as its Developer for undertaking the redevelopment of the Property by demolishing the Old Structures and constructing new building/s thereon after consuming the maximum development potential emanating from the Property;
- J. The Deputy Registrar of Co-operative Societies, by its letter dated 31st January 2022, confirmed the appointment of the Promoter by the Society for its redevelopment project;
- K. Thereafter, the Society issued a Letter of Intent thereby appointing the Promoter herein as its Developer to redevelop the Property;
- L. By and under a Development Agreement dated 16th September 2022 (“**Development Agreement**”) duly registered with the Sub-Registrar of Assurances at Andheri vide Serial No. BDR18-16851-2022 on 6th October 2022, executed by and between the Society (therein referred to as the “Society”), the Members (therein referred to as the “Executing Members”) and the Promoter herein (therein referred to as the “Developers”), the Society and its Members have appointed the Promoter to undertake the redevelopment of the Property on such terms and conditions as set-out therein with the right to sell the Developer’s Premises / Developer’s Entitlement (as defined therein and the Promoter’s Free Sale Premises herein) to the prospective purchasers and receive consideration for the same;
- M. Pursuant to the execution of the Development Agreement, the Promoter was put in quiet and vacant possession of the Property and the Society through its authorized representatives also executed an irrevocable Power of Attorney dated _12.10.2022_, registered with the Sub-registrar of Assurances, Bandra vide Sr. No. BDR-18-17185-2022 on 12.10.2022 (“**Power of Attorney**”) in favour of the Promoter herein;
- N. By and under a Supplemental Agreement dated 12th October 2022, registered with the Sub-registrar of Assurances at Bandra, bearing Serial No. BDR18-

17186-2022 on 12th October 2022 (hereinafter referred to as the “**Supplemental Agreement**”), executed by and between the Society (therein referred to as the “Society”), Mukesh M. Shah and Zarna M. Shah (therein referred to as the “Members”) and the Promoter herein (therein referred to as the “Developers”), Mukesh M. Shah and Zarna M. Shah have granted their unconditional consent for the appointment of the Promoter to undertake the redevelopment of the Property and to confirm the terms, conditions and contents of the Development Agreement;

- O. Save and except the obligation of the Promoter to construct and allot free of cost, 21 (twenty-one) flats in favour of the Members for the purposes of rehousing the Members along with car parking spaces, the Promoter are fully entitled to sell such additional flats constructed by the Promoter as well as to allot the remaining car parking space(s) to the prospective purchasers for the consideration and on the terms and conditions as the Promoter may think fit and proper and to appropriate the sale proceeds thereof, for its own benefit without any reference to the Society and/or its Members. The Society has agreed to admit such prospective purchasers of the Promoter’s Free Sale Premises, as its member/s and issue share certificate in their favour, on the terms and conditions as set out therein;
- P. In the circumstances herein, the Promoter is exclusively entitled to develop the Property and is absolutely entitled to construct a New Building on the Property and deal with or dispose of rights in the proposed New Building / buildings and / flats, etc., for such consideration as they deem fit and proper;
- Q. The Promoter is constructing a building consisting of consisting of Ground plus 2 (Two) Podiums and 10 (Ten) Upper Floors, consisting of 38 (thirty-eight) residential flats (hereinafter referred to as the “**New Building**”) to be known as “**Samrat**” on the Property;
- R. The Promoter had submitted the layout plan to develop the Property to MCGM and pursuant thereto, the layout was sanctioned and approved by the MCGM vide Letter bearing No. **P-12952/2022/(28)/H/W Ward/FP/IOD/1/New** dated **29/05/2023**.
- S. In accordance with the layout plan, the Promoter had got the plans, specifications, elevations, sections and details of the New Building to be constructed on the Property, sanctioned from the MCGM vide Intimation of Disapproval (hereinafter referred to as the “**I.O.D**”) vide No **P-**

12952/2022/(28)/H/W Ward/FP/IOD/1/New dated **29.05.2023**. In accordance with the layout plan and the IOD obtained by the Promoter from time to time, the New Building is being constructed on the Property. The MCGM has also issued a Commencement Certificate (hereinafter referred to as the “**C.C.**”) vide No **P-12952/2022/(28)/H/W Ward/FP/CC/1/New** dated **18/10/2023** respect of the New Building. The copies of the I.O.D. along with the sanctioned layout plan and specifications and C.C. are annexed hereto and marked as **ANNEXURES “B”** and **“C”** respectively. The Promoter shall obtain further C.C by way of extending the validity thereof from the MCGM from time to time;

- T. The Promoter has entered into a standard agreement with the Architect, **Rasik P. Hingoo Associates**, registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects. The Promoter has also appointed Shanghvi and Associates Consultants Private Limited as Structural Engineers for preparing structural designs and drawings and specifications of the New Building to be constructed on the Property and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the New Building/s unless otherwise changed;
- U. The Promoter is entitled to purchase Transfer of Development Rights (TDR)/FSI available vide payment of premium, etc., for the purpose of consuming and utilizing it for the proposed development as permissible under the DCPR 2034 and other applicable laws from time to time;
- V. The development of the Property including construction of the New Building and the common areas, amenities and facilities thereto (defined hereinbelow) has been registered as a standalone ‘real estate project’ (“**said Project**”) with the Maharashtra Real Estate Regulatory Authority (hereinafter referred to as “**RERA Authority**”) under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as “**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on Website) Rules, 2017 (hereinafter referred to as the “**RERA Rules**”). The RERA Authority has duly issued a certificate of registration bearing number [●] dated [●] for the said Project (“**RERA Certificate**”). The RERA Certificate and all the documents, approvals and information are uploaded on the website of RERA. A copy of the RERA Certificate is annexed hereto and marked as **ANNEXURE “D”**;

W. By virtue of the Development Agreement, Power of Attorney and Supplemental Agreement, the development rights with respect to the Property are vested in the Promoter and the Promoter has sole and exclusive right to sell the Promoter's Free Sale Premises in the New Building to be constructed by the Promoter on the Property and to enter into Agreement/s with the Allottee/s (which includes the premises agreed to be acquired by the Allottee/s under this Agreement) and to receive the sale consideration in respect thereof;

X. Prior to the execution hereof, the Allottee/s has/have demanded from the Promoter and the Promoter has given inspection and furnished to the Allottee/s, copies of all the documents of title relating to the Property, the relevant orders, and the approved plans, permissions, designs, and specifications prepared by the Promoter's Architects and all other documents as specified under RERA and RERA Rules made thereunder. The Allottee/s is/are completely satisfied with the (i) the nature of the right of the Promoter to develop the Property, , (ii) the primary approvals and sanctions obtained / proposed to be obtained from the concerned authorities in respect of the development of the Property / New Building including building plans, floor plan, IOD, commencement certificate and modifications therein obtained / to be obtained from time to time, (iii) the nature of the said Premises comprised therein as per permissible under DCR and such other documents as are specified under the RERA Act and the Rules and Regulations made thereunder. The Allottee/s has/have prior to the date hereof, examined the copy of the RERA Certificate and caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Promoter has answered all the requisitions of the Allottee/s to the complete satisfaction of the Allottee/s and the Allottee/s agree/s and undertake/s not to raise any queries and/or objections henceforth with respect to the title of the Promoter herein to the Said Property. This Agreement is entered into by the Allottee/s after independent scrutiny by the Allottee and post the Allottee seeking necessary legal advice.

Y. The authenticated copies of the Certificate of Title issued by Advocate of the Promoter showing the nature of the right of the Promoter to redevelop the Property and to construct New Building thereon, is annexed hereto and marked as **ANNEXURE "E"**

Z. The authenticated copies of the plans and specifications of the Flat and Car Parking purchased by the Allottee/s, as sanctioned and approved by the MCGM have been annexed and marked as **ANNEXURES "F"**;

- AA. The Promoter has got some approvals from the concerned local authority to the plans, the specifications, elevations, sections and of the New Building and shall obtain the balance approvals from various authorities from time to time, so as to obtain the Occupancy Certificate of the New Building;
- BB. While sanctioning the said plans for the New Building, the concerned local authorities and/or government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Property and the New Building on the Property and upon due observance and performance of which only the occupation and the completion certificate in respect of the New Building shall be granted by the concerned local authority;
- CC. The principal and material aspects of the development of the Project are briefly stated below: -
- i. Total FSI of 2,570.83 sq. mtrs. has been sanctioned for consumption in the construction and development of the Project;
 - ii. The common areas, amenities and facilities in the said Project that may be usable by the Allottee/s along with all the other Allottee/s in the said Project are listed in **Annexure “G”** hereunder written (**“Common Areas, Amenities and Facilities”**);
- DD. The Allottee/s being fully satisfied with respect to the right of the Promoter to develop the Property in the manner mentioned herein and being desirous of acquiring a residential flat in the New Building, has approached the Promoter and requested to allot to him/her/it/them, a residential flat bearing no. [●], admeasuring [●] square feet carpet area equivalent to [●] square metres (RERA carpet area) on the [●] floor of the New Building (hereinafter referred to as **“the Flat”**) as more particularly shown on the plan hatched lines on the floor plan annexed and marked as **ANNEXURES “F”** and [●] number of mechanized stack parking / stand-alone spaces) in the [●] level/floor/podium/basement of the New Building (hereinafter referred to as **“the Car Parking Space”**) (hereinafter the Flat and the Car Parking Space are collectively referred to as **“the Said Premises”** and are more particularly described in the **Third Schedule** hereunder written) and the right to use the Common Areas, Amenities and Facilities in the New Building along with the other Allottee/s which are more particularly described in the **Fourth Schedule** hereunder written and relying on the representations, warranties and undertakings given by the Allottee/s herein and

at the request of the Allottee/s, the Promoter has agreed to sell and allot to the Allottee/s and the Allottee/s has/have agreed to acquire and purchase from the Promoter, the Premises, at and for a Sale Consideration of Rs. [●]/- (Rupees [●] Only) (hereinafter referred to as the “**Sale Consideration**”) to be paid by the Allottee/s to the Promoter, on the terms and condition as appearing hereinafter;

EE. The carpet area of the Flat is [●] and “**Carpet Area**” means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the Flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the Flat for exclusive use of the Allottee/s but includes the area covered by the internal partition walls of the Flat;

FF. The Allottee/s hereby expressly confirms that he/she/they/it have agreed to enter into this Agreement with full knowledge, implication, effect, etc., of various terms and conditions contained in the plans, documents, orders, layout scheme, plan and project including the rights and entitlements available to and reserved by the Promoter as contained in these presents;

GG. Under section 13 of the RERA, the Promoter is required to execute a written Agreement for Sale in respect of the said premises with the Allottee/s, being in fact these presents and also to register the same under the provisions of the Registration Act, 1908. The Allottee/s has/have agreed to enter into this Agreement with full knowledge of all the terms and conditions contained herein;

HH. 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;

II. The Parties are now desirous of recording the terms and conditions mutually agreed between them in the manner hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. RECITALS:

The recitals stated above shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim. The headings

given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.

2. **AGREEMENT FOR ALLOTMENT & SALE:**

2.1 The Promoter shall develop the Property and construct thereon a building on the Property to be known as “**Samrat**” consisting of Ground plus 2 (Two) Podiums and 10 (Ten) Upper Floors, consisting of 38 (thirty-eight) residential flats totally in accordance with the plans, designs and specifications as approved by the MCGM from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except in cases of (i) any alteration or addition required by any Government authorities or due to change in law or (ii) any change as contemplated by any of the disclosures already made to the Allottee or (iii) any change that does not affect the location and area of the Premises. “Adverse” effect with reference to this clause shall mean the change in location, area and size of the Premises.

2.2 The Allottee/s hereby agree/s to purchase and acquire from the Promoter and the Promoter relying on the representations, warranties, covenants, and undertakings given by the Allottee/s herein and at the request of the Allottee/s has/have agreed to sell and allot to the Allottee/s, a residential flat bearing no. [●], admeasuring [●] square feet carpet area equivalent to [●] square metres carpet area (RERA carpet area) on the [●] floor of the New Building and [●] car parking spaces [●] number of mechanized stack parking / stand-alone spaces) in the [●] level/ floor/ podium/ basement of the New Building and the right to use the Common Areas, Amenities and Facilities in the New Building along with the other Allottee/s on the terms and conditions and at and for a Sale Consideration of Rs. [●] (Rupees [●] Only) in the manner hereinafter appearing.

2.3 It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted to the Premises only, and such right will accrue to the Allottee/s only on the Allottee/s making full payment to the Promoter of the Sale Consideration and all other amounts as stated herein, strictly in accordance with this Agreement and only on the Allottee/s performing and complying with other terms, conditions, covenants, obligations, undertakings, etc., hereof.

3. **SALE CONSIDERATION:**

The Sale Consideration of Rs. [●] (Rupees [●] only) of the Premises shall be paid by the Allottee/s in the following manner: -

3.1 Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter, a sum of Rs. [●]/- (Rupees [●] only) *[not exceeding 10% of the Sale Consideration]* as and by way earnest money from and out the Sale Consideration payable towards the Premises, (the payment and receipt whereof the Promoter do hereby admit and acknowledge and of and from the payment thereof and every part thereof release, discharge, and acquit the Allottee/s absolutely and forever). The cheque / demand draft / pay order / RTGS / NEFT, for the payment of the Sale Consideration shall be drawn by the Allottee/s specifically in the name of “[●]” and payable at Mumbai.

3.2 The Allottee/s hereby agree/s to pay to the Promoter the balance amount of Rs. [●]/- (Rupees [●] only) subject to the applicable said Taxes (*as defined herein below*) in the following manner:

Sr. No.	Particulars	Percentage (%)	Amount (in Rupees)
1	On Booking	9%	
2	On Issuance of CC (Commencement Certificate)	15%	
3	On Completion of Plinth	15%	
4	On Completion of 1st Slab	4%	
5	On Completion of 2nd Slab	4%	
6	On Completion of 3rd Slab	4%	
7	On Completion of 4th Slab	4%	
8	On Completion of 5th Slab	4%	
9	On Completion of 6th Slab	4%	
10	On Completion of 7th Slab	4%	
11	On Completion of 8th Slab	4%	
12	On Completion of 9th Slab	4%	
13	On Completion of 10th Slab	4%	
14	On Completion of 11th Slab	4%	
15	On Completion of 12th Slab	4%	

16	On Completion of Internal Plaster	4%	
17	On Completion of External Plaster	4%	
18	On procurement of Occupation Certificate	5%	
	TOTAL	100%	

The above clause for the sake of convenience is hereinafter referred to as (“**Payment Plan**”).

3.3 Upon completion of each stage of construction linked to the payment by Allottee/s as aforesaid, the Promoter shall intimate in writing to the Allottee/s to make the payment as per the aforesaid Schedule (hereinafter referred to as “**Promoter’s Intimation**”). It is hereby expressly agreed by and between the Parties that time shall be the essence of this Agreement for payment of instalments as aforesaid and for complying with the terms and conditions of this Agreement. The Allottee/s further agree/s and undertake/s to accept and not dispute the certificate Promoter’s Intimation for raising a demand of the corresponding instalment of the Sale Consideration and further undertakes to pay the amounts mentioned in the Promoter’s Intimation within 15 (fifteen) days of said demand letter being sent to the Allottee/s in the separate account opened by Promoter in that regard.

3.4 The Allottee/s shall deduct tax at source (“TDS”) from each instalment of the Sale Consideration as required under the Income-tax Act, 1961. The Allottee/s shall duly cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 at the earliest. In the event of any loss of tax credit to the Promoter due to the Allottee/s’s failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter from the Allottee/s.

3.5 The Promoter at its sole discretion allows a rebate for early payments of equal instalments payable by the Allottee/s by discounting such early payments at the rate 12% p.a. for the period by which the respective instalment has been preponed. The provision for allowing such rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

3.6 The Sale Consideration or part thereof may, at the specific instruction of the Promoter in that regard, have to be paid by the Allottee/s by way of pay order / cheque / demand draft drawn in favour of the Promoter or if directed by the Promoter, by direct bank transfer/RTGS in the Promoter’s Bank Account. Time as to payment shall be of the essence and the Allottee/s shall be liable to pay

interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum with monthly rests on all delayed payments from the due date till the date of payment thereof.

3.7 In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the Premises, if allotted, the Allottee/s undertakes to direct such financial institution to pay all such amounts towards the Sale Consideration on the respective dates and the Allottee/s shall ensure that such financial institution shall disburse/pay all such amounts towards the Sale Consideration due and payable to the Promoter through an account payee cheque/ pay order/ demand draft. Any payments made in favour of any other bank accounts other than mentioned hereinabove shall not be treated as payment towards the Premises, if allotted and shall be construed as a breach on the part of the Allottee/s of the terms and conditions of this Agreement, and the Allottee/s shall forthwith be required to make the necessary payment to the aforesaid accounts.

3.8 The Allottee/s hereby unconditionally and irrevocably authorizes the Promoter to adjust/appropriate all payments made by him/her/them/it 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 and the Allottee/s undertake/s not to object/ obstruct/ question the Promoter's adjustment/ appropriations of his/her/their payments in any manner and under any circumstances whatsoever.

3.9 The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority / local bodies/government from time to time. The Promoter shall while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., enclose the relevant notification / order / rule / regulation issued to that effect along with the demand letter issued to the Allottee/s.

4. TAXES:

4.1 The Sale Consideration as also all other amounts as may be due and payable by the Allottee/s under these presents are exclusive of all taxes, levies, duties, cesses etc. All such taxes, levies, duties, cesses (whether applicable/ payable now or become applicable/payable in future) including Goods and Service Tax ("GST") and/or all other direct / indirect taxes / duties, impositions applicable, levied by

the Central and/or State Government and/or any local, public or statutory authorities / bodies etc., or any other tax/liability on account of this transaction (“**said Taxes**”) payable on the Sale Consideration and/or any other amounts payable under this Agreement shall be borne and paid by the Allottee/s alone. The Promoter shall never be liable, responsible and/or required to bear, and / or pay the said Taxes or any part thereof.

4.2 Such payments / reimbursements shall also be made by the Allottee/s to the Promoter proportionately along with payments/ instalments of the Sale Consideration under Clause 3.2 hereinabove, within fifteen (15) days from the date of the intimation by the Promoter in that behalf.

4.3 The Allottee/s do/does hereby further agree/s and undertake/s to indemnify and keep the Promoter indemnified, saved, defended and harmless of, from and against any cost, charge or expense incurred or any risk, harm or prejudice suffered or any suit, action, or proceeding instituted in respect of or arising out of or due to the non-payment of said Taxes. In the event or in case of default by the Allottee/s in the payment of said Taxes or further statutory payments, liabilities in respect of the Premises or relating to construction, development, sale, marketing, etc then (a) the same will be payable along with interest as mentioned in this Agreement; and (b) the Promoter will be entitled to a first charge and lien on the Premises to the extent of such outstanding amounts in respect of the said Taxes including statutory taxes/dues.

5. **CAR PARKING SPACE:**

For the better and more convenient use and enjoyment of the Flat and at the request of the Allottee/s, the Promoter have hereby granted to the Allottee/s, the right to use the Car Parking Space. The Allottee/s shall use the Car Parking Space only for the purpose of parking the Allottee/s’ own vehicle. The Allottee/s acknowledge/s that the Flat and the Car Parking Space, shall be held by the Allottee/s as one composite unit and the Allottee/s shall not be entitled to transfer the use and enjoyment of any one without the other. All unallotted car parking spaces shall always be the sole and absolute property of the Promoter which the Promoter can deal with or dispose of as it may deem fit. The Allottee/s is/are aware that other prospective purchasers/Allottee/s will also be allotted car parking spaces as is being allotted to the Allottee/s and the Allottee/s unconditionally agree/s to accept the same without any claim, demur and/or protest

6. RIGHTS AND ENTITLEMENT OF THE PROMOTER:

6.1 It is agreed that till the date of receipt of Occupation Certificate in respect of the New Building, the Promoter shall be entitled to load permissible F.S.I. and avail fullest benefit of Transfer of Development Rights / Development Right Certificate on the Property and Fungible Compensatory F.S.I. with or without premium as may be sanctioned by MCGM for using the full development potential of the Property or as may be required by the concerned local authority / Government, using such present and future Floor Space Index (FSI)/ Transferable Development Rights (TDR) and all the benefits, potentials, yield, advantages, etc. including to use and consume floating rights, etc., on the Land or Property presently available and/ or that may be available in the future for any reason including on account of change in government, laws or policies while constructing the New Building under the provisions of DCPR and as per the rules and regulations prevalent from time to time. The Promoter shall further be entitled to make such variations and modifications to the layout building plans and specifications parking spaces, open spaces, amenities area, recreation areas, garden spaces, varying the access to the New Building as the Promoter may consider necessary for efficacious planning of the project or otherwise, on account of change in regulations / law / Act, etc, from the concerned authorities and/ or such other FSI / TDR that may be available to the Promoter, without obtaining any prior consent of the Allottee/s, provided it does not affect the area, and location of the Said Premises and the Allottee/s hereby grant/s irrevocable consent to the same. However, in the event any law, for the time being in force, requires the Promoter to obtain consent of the Purchasers and/or Allottee/s in the New Building, then the Allottee/s shall not unreasonably withhold such consent and shall not claim any amount, consideration, compensation, etc. and shall fully co-operate and assist the Promoter in respect thereof. All such additions, alterations, additional floors and/or structures shall be the sole property of the Promoter who shall be solely entitled to sell/ allot and/or otherwise deal with the same in the manner as they may desire and deem fit and proper and further that the Promoter shall be entitled to utilise and consume such TDR, F.S.I or any other potential, other rights, benefits to the maximum extent permissible as per the rules/regulations in force at such relevant time. The Allottee/s agree/s, confirm/s and undertake/s not to directly / indirectly claim any amount / compensation, etc., and shall cooperate with and assist the Promoter in respect of what is stated in this clause.

6.2 The Promoter may avail loan/financial assistance from banks/financial institutions for development of the Property including construction of the New

Building in which the Premises is situated and as a security for the payment thereof the Promoters have a right to encumber mortgage and create third party rights on Promoters Free Sale Premises including saleable FSI and receivables of the Allottee/s. The Promoter further agrees and undertakes to obtain and/or get issued NOC from such banks/financial institutions in favor of the Allottee herein in respect thereto, before execution hereof or as the case may be. Further the Allottee shall make payments to the designated bank account as agreed between the Promoter and the bank/financial institution and the same is being reflected on the RERA website of this project, in accordance with the RERA norms. The Allottee/s consent/s/acknowledges/approves and is/are aware of the Promoter availing/having availed such loan and/or financial assistance on such terms and conditions as the Promoter may deem fit and proper, without however the Allottee/s being responsible in any manner for repayment of loan along-with interest and/or incurring liability of any manner whatsoever, finalized or otherwise.

6.3 The Promoter shall be entitled to erect hoardings / boards / logo of its brand name in the form of neon signs, MS letters, vinyl, sun boards in the common areas of the said Project as the Developer with respect to proposed development.

6.4 It is specifically agreed that the New Building shall always be known as “**Samrat**” and this name shall not be changed without the written consent of the Promoter and/or the Society.

6.5 On completion of construction by the Promoter and on receipt of OC, the Promoter shall within a period of 30 days from the receipt of such OC, handover the management and administration of the newly constructed building to the Society and the the Allottee/s hereby within such period of 30 days confirms to permit the entry of the Promoter and its surveyors and agents with or without workmen and others, and the Promoter shall during such limited period of 30 days, have irrevocable, unconditional and unfettered right and shall be entitled to at all times, to enter into and upon the said Premises as also the said new building and the Property or any part thereof to view and examine the state and conditions thereof for the purposes of maintaining the same in good order and condition.

7. **CONSTRUCTION, DESIGN AND SPECIFICATIONS:**

7.1 The Allottee/s agree/s and confirm/s that the carpet area of the Flat as per the IOD approved plans is subject to variation of 1.5 % by reason of construction workmanship. The Promoter shall confirm the carpet area of the Flat that has been

allotted to the Allottee/s and furnish details of the changes, if any, in the carpet area, over and above the permitted variation cap of 1.5 %. If the actual carpet area of the Flat decreases more than 1.5 % on account of construction workmanship, then the Promoter shall be liable to pay the compensation calculated at the same rate per square feet at which the total sale consideration is calculated under clause 3 above to the Allottee/s.. Similarly, if the actual carpet area of the Flat increases more than 1.5% on account of construction workmanship, then the Allottee/s shall be liable to pay the compensation calculated at the same rate per square feet at which the total sale consideration is calculated under clause 3 above plus GST to the Promoter. Further, it is agreed between the Parties that in the event the actual carpet area of the Flat increases or decreases up to 1.5% of the actual carpet area on account of construction workmanship, then neither of the Party shall be liable to pay the other Party. The Sale Consideration in respect of variation shall proportionally stand increased or reduced and which shall be adjusted or paid (as the case may be) at the time of payment of the last instalment payable under the Payment Plan. The Sale Consideration payable for the said Premises shall be recalculated by the Promoter. For the purpose of determination of actual area upon construction of the Flat, the decision of the Architect appointed for the construction of the New Building shall be final and binding upon the Parties hereto.

7.2 The Allottee/s agree/s and confirm/s that the New Building contains the Common Areas, Amenities and Facilities as specified in the attached as an Annexure "G" hereunder written. The Allottee/s hereby agree/s, declare/s and confirms/ that save and except the said Common Areas, Amenities and Facilities, the Promoter shall not be liable, required and /or obligated to provide any other Common Areas, Amenities and Facilities in the New Building. It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted to the Said Premises and Common Areas and amenities only, and such right will accrue to the Allottee/s only on the Allottee/s making full payment to the Promoter of the Sale Consideration and all other amounts as stated herein, strictly in accordance with this Agreement and only on the Allottee/s performing and complying with other terms, conditions, covenants, obligations, undertakings, etc., hereof.

8. TIMELY PAYMENT AND TERMINATION:

8.1 It is hereby expressly agreed that the Purchasers/Allottee shall make payment of each of the instalments of the Sale Consideration as per the Payment Plan and

other contributions / monies payable hereunder to the Promoter (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) as time is the essence of contract.

- 8.2 If the Allottee commits default in payment of instalments of the Sale Consideration on due date as per the Payment Plan to the Promoter (including proportionate share of taxes levied by concerned local authority and other outgoings), without prejudice to the Promoter's other rights under this Agreement and/or in law, the Purchasers/Allottee agrees to pay to the Promoter interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum with monthly rests, as specified in the RERA Rules to the said Act, on all the amounts which become due and payable by the Purchasers/Allottee to the Promoter under this Agreement from the date such amount/s are payable by the Purchasers/Allottee to the Promoter until the date such outstanding amount along with interest is received by the Promoter.
- 8.3 All payments hereunder shall be made by cheque/s drawn on banks in Mumbai or demand draft payable at Mumbai or by means of real time gross settlement/ national electronic funds transfer and not otherwise. The timely payment of each of the instalment/s consideration and other amount/s as aforesaid shall be the essence of this Agreement.
- 8.4 Without prejudice to the right of the Promoter to charge interest at the Interest Rate in terms of this Agreement, and any other rights and remedies available to the Promoter, either (a) on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee/s committing 3 (three) defaults of payment of instalments of the Sale Price, the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s, of its intention to terminate this Agreement with detail(s) of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail(s) to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written

notice to the Allottee/s (“**Promoter Termination Notice**”), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s. On the receipt of the Promoter Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Clause and without prejudice to the other rights, remedies and contentions of the Promoter, the Promoter shall be entitled to forfeit the 2% of the Sale Consideration as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty. Upon registration of the deed of cancellation in respect of the said Premises and upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another allottee and receipt of the sale price thereon, the Promoter shall after adjusting the pre-estimated liquidated damages, refund to the Allottee/s, the balance amount, if any of the paid-up Sale Price and after also deducting interest on any overdue payments, incentives/discounts/benefits of any nature whatsoever if passed on to the Allottee/s under the transaction contemplated herein with respect to the said Premises, brokerage/referral fees, administrative charges as determined by the Promoter along with interest rate payable as under this Agreement, also exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off the said Premises in the manner it deems fit and proper.

9. DEFAULT BY PROMOTER :-

- 9.1 The Promoter shall give possession of the Premises to the Allottee/s on or before [●] including the grace period of [●] months (hereinafter referred to as the “**Date of Possession**”), **PROVIDED THAT** all amounts due and payable by the Allottee/s herein including the Sale Consideration have been paid in full and the Allottee/s has/have otherwise complied with the terms and conditions of this Agreement **PROVIDED HOWEVER** that the Promoter shall be entitled to further extension for giving delivery of the Premises, if the completion of the New Building and delivery of the Premises is delayed on account of Force Majeure in terms of Clause 11 of this Agreement and/or for reasons beyond the control of the Promoter.

9.2 In the event, if the Promoter fails to abide by the time schedule for completing the project and handing over possession of the Said Premises to the Allottee/s, and in the event the Allottee/s wishes to continue with the said Project and does not intend to withdraw, then the Allottee/s shall be entitled to call upon the Promoter by giving a written notice by courier or E-mail or Registered Post A.D. (“**RPAD**”) at the address provided by the Promoter (“**Interest Notice**”), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon, on all the amounts paid by the Allottee/s towards the Sale Consideration for every month of delay, from the date of default till the date of Promoter offering the possession of the Said Premises to the Allottee/s.

9.3 If the Promoter fails or neglects to handover possession of the Apartment to the Allottee within the aforesaid date of possession on account of reasons beyond the Promoter’s or its agents control, the Allottee/s shall be entitled to issue a notice demanding refund of amounts already received by the Promoter in respect of the Said Premises with Interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2%, from the date the Promoter has received the sum till the date such amounts and interest are repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the Said Premises and the Promoter shall be entitled to deal with and/or dispose off the Said Premises in the manner it deems fit and proper.

10. **GENERAL TERMS:**

The Premises (including the Flat) is agreed to be sold subject to the following:

10.1 The Allottee/s shall be bound to comply with all rules, regulations in respect of the New Building including but not limited to bye-laws of the Society;

10.2 Any scheme or resolution or plan affecting the Property or any part or parts thereof made or to be made by any authority concerned including the terms, covenants, stipulations and conditions contained in the hereinbefore recited Agreement/s;

10.3 The Premises is strictly restricted to residential use only;

10.4 The Allottee agrees that the Society shall be exclusively entitled to hold and otherwise deal with, in all respects, for its own benefit and account the common

areas / open space Amenities and Facilities of the said Project in such a manner desired by the Society

10.5 It is expressly agreed by the Allottee/s that in the event, if the Promoter desire to amalgamate or merge any particular premises with other premises (adjoining / above / below) into one and/or bifurcate any such premises into more than one unit, then the Promoter shall be at liberty to do and/or caused to be done all such acts, matters and things to effectuate such amalgamation / merger / flat changes, additions, etc., takes place in the layout of such concerned premises including the inclusion, etc., of the semi exclusive passage/s and/or other area/s into such concerned premises amalgamated, etc., as above, the Promoter will be at liberty to do so, subject to obtaining all necessary permissions from the concerned authorities and the Allottee/s unconditionally agree/s and undertake/s not to raise any, objection, hindrance in this behalf and/or all matters of and incidental thereto and hereby grant/s irrevocable consent for the same provided nothing done by the concerned person/s shall directly affect or prejudice the Flat herein agreed to be acquired by the Allottee/s;

10.6 The Allottee/s and the other persons to whom the said Premises is/are permitted to be transferred to shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter may require for safeguarding the interest of the Promoter and/or the Allottee/s and other premises holders in the said Project;

10.7 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Land or the New Building or the Property or any portion of the Land on which the New Building is being constructed or any part thereof in favour of the Allottee/s. The Allottee/s shall have no claim save and except in respect of the Premises hereby agreed to be sold to the Allottee/s on the terms and conditions contained herein;

11. FORCE MAJEURE EVENTS: -

The Parties agree that the Promoter shall give possession of the Premises to the Allottee/s on or before the Date of Possession subject to the following Force Majeure Events: -

- a) Acts of God; war, civil commotion.
- b) any notice, order, rule, directive or notification of the government and/or any other public or competent authority/ court.

12. DEFECT LIABILITY: -

12.1 If within a period of 5 (five) years from the date of handing over possession of the Premises to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the Flat or the said Project or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at its own cost. **Provided that the Allottee/s shall be entitled to defect rectification only if he/she/it/they or the Society has/have not carried out any structural or other unauthorized changes and/or any works/additions without consent of the Promoter and the Society in the Flat and/or in the New Building and/or said Project. It is however expressly agreed that if any defect is caused due to negligence / misuse or any omission or commission arising as result of structural or other unauthorized changes by the Allottee/s or any of the other neighboring Allottee/s due to any changes made by the respective Allottee in the respective premises/Flat and/or New Building and/or the said Project, then the Promoter shall not be liable for such repairs/ losses/ damages incurred and suffered by the Allottee herein or by adjoining/neighboring allottees, occupying premises either. It is clarified and expressly agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter or the Society, the defect liability shall automatically become void.**

12.2 The word '**defects**' in this clause means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear and/or by negligent use of the Flat by the Allottee/s /authorized occupants/ vagaries of nature. The Allottee/s has/have been made aware and agrees that the regular wear and tear of the Flat and the New Building includes minor hairline cracks on the external and internal walls excluding the RCC structure and the same do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

13. PROCEDURE FOR TAKING POSSESSION:

13.1 The Promoter shall upon obtaining the Occupation Certificate in respect of the New Building from MCGM offer possession of the Premises to the Allottee/s in writing within 7 (seven) days from the date of receipt of the Occupation Certificate (hereinafter referred to as the "**Possession Notice**").

13.2 The Allottee/s shall take possession of the Premises within) 15 (fifteen days of the Possession Notice, subject to the Allottee/s making payment of the balance instalments of the Sale Consideration and all other outstanding amounts due and payable to the Promoter under the terms of this Agreement. Upon receiving the Possession Notice from the Promoter, the Allottee/s shall prior to taking possession of the Premises be required to execute necessary indemnities, undertakings and such other documentation as may be prescribed in this Agreement and as the Promoter deems fit at that relevant time.

13.3 Immediately on the date of the receipt of the Possession Notice and irrespective of whether the Allottee/s has/have taken physical possession of the Premises, the Allottee/s shall be bound and liable to bear and pay all amounts due and payable under this Agreement including the balance portion of the Sale Consideration and other amounts under the terms of this Agreement. In addition to the same, the Allottee/s shall be liable to pay all outgoings, maintenance charges, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premia, parking charges, costs for running generator, costs charges and expenses of cleaning and lighting the passages, landings, staircases, costs of maintenance, management and upkeep of the Common Areas, Amenities and Facilities and operation and maintenance and repairs of lifts, water pumps, utility charges, salaries of all staff including managers, security, sweepers, liftmen, gardeners and such other charges expenses necessary or incidental for maintenance and upkeep of the said Project and/or New Building or any part thereof and other charges and levies of like nature, payable in respect of the said Project and the Premises, to Society / all Governmental Authorities and/or any private bodies, security agencies, house-keeping agencies, and other persons as applicable

13.4 Prior to taking possession of the Premises, the Allottee/s shall inspect all the fixtures and fittings in the Premises. Thereafter, the Allottee/s shall have no claim against the Promoter in respect of any item of work in the Premises which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specification and/or this Agreement and/or otherwise howsoever in relation thereto.

14. **OTHER CHARGES AND DEPOSITS:**

14.1 The Allottee/s shall, on or before taking possession of the Premises pay to the Promoter, *inter alia*, the following amounts in addition to the Sale Consideration

and all other amount payable by the Allottee/s under this Agreement or otherwise:

Particulars	Amount (Rs.)
(i) Infrastructure & Development Charges	[●]
(ii) Electricity connection charges	[●]
(iii) Legal Charges	[●]
(iv) MGL connection charges	
(v) Water connection charges	[●]
Total:	[●]

14.2 The Promoter shall not be liable, responsible and/or required to render the accounts in respect of the amounts mentioned hereinabove. It is further clarified that the Allottee/s agree/s to pay to the Promoter, such charges, under such heads as the Promoter may indicate. It is hereby expressly clarified that the aforesaid amounts mentioned hereinabove does not include the monthly dues for electricity, gas and other bills for the Flat and the Allottee/s shall be liable to pay electricity, gas and other bills for the individual meters separately.. In the event, the Allottee/s fail/s to pay all the amounts payable under these presents, the Promoter shall not be obliged to handover possession of the Premises.

14.3 The Promoter shall during the period of construction, bear and pay all outgoings and statutory dues including municipal taxes, work contract tax, taxes for land under construction and all the taxes relating to the New Building or the Property on which the New Building stands, non-agricultural assessment and other assessments and/or dues and/or charges of any sort in respect of and/or concerning the New Building or the Property on which the same is standing or in respect of and/or concerning the New Building, till the date of receipt of Possession Notice. From the date of possession notice , the Allottee/s will be liable and responsible for bearing its pro-rata share as per the calculation made by the Promoter and/or Society. It is clarified that all taxes, dues, cess, outgoings with respect to the Premises from the date of receipt of the Possession Notice shall be borne and paid by the Allottee/s as per the details provided by the Promoter and/or Society, without any delay and/or demur i.e immediately on the receipt of the Possession Notice, the Allottee/s shall be liable to bear and pay the proportionate share (i.e., in proportion to the carpet/built up area of the Premises) of outgoings in respect of the Property and the New Building namely local taxes, betterment charges or such other levies, duties, taxes, etc. charged by the

concerned local authority and/or Government and shall further become liable to pay water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Property and the New Building. The Allottee/s shall pay to the Society such proportionate share of outgoings as may be determined. The monthly outgoings payable in respect of the Premises shall be determined by the Society.

14.4 The Allottee/s shall pay to the Society a proportionate share of the sinking fund as levied by the Society together with municipal taxes, property taxes and water charges assessed by the MCGM in respect of the Said Premises as well as Common Areas, Amenities and Facilities, the New Building and the Land on which the same is standing. Such proportion shall be determined by the Society on the basis of the area of the Flat.

15. **RIGHTS AND OBLIGATION OF THE PROMOTER: -**

15.1 The Allottee/s agree/s and confirm/s that the Promoter shall handover the administration and management of the New Building in favour of the existing Society only after;

- i. the entire Floor Space Index (“FSI”), potential, yield of the land under development and /or Transferable Development Rights (“TDR”) has been fully utilized, consumed, loaded etc.;
- ii. the New Building is completed in all respects; and the necessary documents in respect of the New Building and property is handed over to the Society

15.2 All the unsold flat(s) / units / premises and rights of unallotted car parking space(s) and the proportionate share in the Common Areas, Amenities and Facilities, by virtue thereof, shall always be the sole and absolute property of the Promoter. The Promoter shall be fully entitled to and be in absolute control of other areas/ portions of the New Building until the said areas / portions are handed over to the Society. The Allottee/s hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Promoter to develop, sub-develop and/or assign its rights and to sell, allot, give on lease, sub-lease, and/or deal with and dispose-off its rights and obligations and/or the New Building and/or all other unsold flats, units, premises, garages and car parking spaces and any other

area/portion in the manner deemed fit by the Promoter without any consent or concurrence of the Allottee/s or any other person.

15.3 The Promoter shall have an option to become member of the Society in respect of its right and benefits of the unsold flats, units, premises and car parking spaces or for such rights and benefits which the Promoter is otherwise entitled to in any manner whatsoever in terms of Development Agreement. If the Promoter transfer, assign and dispose-off such rights and benefits at any time to anybody, the assignee / transferee and/or the buyers thereof shall, if necessary, become the members of the Society in respect of the said rights and benefits. The Society and / or its Members will not have any objection to admit such assignees or transferees as members of the Society and the Allottee/s hereby give/s his/her/their specific consent to them being admitted.

15.4 The Promoter shall not be liable or required to pay any transfer fees/charges and/or any amount, compensation whatsoever to the Society for the sale/allotment or transfer of the unsold flats / units / premises, etc., in the New Building even after the receipt of the Occupation Certificate.

15.5 The Society shall not issue Share Certificate to any purchaser / allottee/s without obtaining the No-Objection Certificate from the Promoter certifying that the Allottee has no outstanding/dues pending on any account to be received from the purchaser/allottee/s and remaining unpaid. If the Society issues Share Certificate to any purchaser/allottee/s without adhering to or abiding by the aforesaid condition, the Society shall be responsible and liable to pay such amounts due and payable, if any, by such purchaser/allottee/s to the Promoter.

16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

16.1 The Promoter has clear and marketable title with respect to the said project land as declared in the Title Certificate annexed to this Agreement and that the Promoter herein has the requisite rights to carry out development upon the Property and also has actual and physical possession of the Property;

16.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Property and shall obtain requisite approvals from time to time to complete the development of the Property;

- 16.3 There are no encumbrances upon the Property;
- 16.4 There are no litigations pending before any Court of law with respect to the Property;
- 16.5 All approvals, licenses and permits issued by the competent authorities with respect to the said Project are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licences and permits to be issued by the competent authorities with respect to the said Project and the Property shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain/be in compliance with/ comply with all the applicable laws in relation to the said Project;
- 16.6 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;
- 16.7 The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Premises;
- 16.8 The Promoter confirm that the Promoter is not restricted in any manner whatsoever from selling the Premises to the Allottee/s in the manner contemplated in this Agreement;
- 16.9 The Promoter has during the period of construction, 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, which may be due and payable with respect to the said Project to the competent Authorities, and the same shall be paid only till the date of receipt of the Occupation Certificate and thereafter the same shall be proportionately borne by the members of the Society including the Allottee/s herein; and
- 16.10 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 Property / any part thereof) has been received or served upon the Promoter in respect of the Property / said Project / any part thereof;
17. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF ALLOTTEE/S:**

The Allottee/s by himself / herself / themselves with intention to bind all persons into whose hands the Premises may hereinafter come and his/her/their successors-in-title, even after handing over of the management and administration of the New Building / said Project, hereby covenant/s with the Promoter as follows:

- 17.1 The Allottee/s has/have perused the details of the said Project available on the website of RERA as well as the additional data furnished by Promoter and the Allottee/s has/ have fully verified the same.
- 17.2 Not to do or suffer to be done anything in or to the New Building, the Flat, the said Project or any part thereof which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the New Building or to the Premises or any part thereof and to maintain the Premises, at the Allottee/s own cost in good repair and condition from the date on which the Allottee/s is/are called upon to take possession of the Premises in the manner mentioned herein. In the event of the Allottee/s committing any act in contravention of this provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and shall also pay any penal charges levied by the authorities;
- 17.3 Not to store anything in the refuge floor nor store any goods in the Flat and the Car Parking Space which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the New Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the New Building and in case any damage is caused to the New Building 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 and shall repair the same at his/ her/ their/ its own costs;
- 17.4 Not to change the user of the Flat and/or the Car Parking Space and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces (including the Car Parking Space) and/or refuge areas;

17.5 Not to demolish or cause to be demolished the Flat and/or the Car Parking Space or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the same (or either of them) or any part thereof, nor any alteration in the elevation and outside colour scheme of the New Building in which the Flat is situated and shall keep the portion, sewers, drains pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the New Building in which the Flat is situated and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Partis or other structural changes in the Flat;

17.6 To maintain, at the Allottee/s own cost, in good tenantable repair and condition from the date of the Allottee/s being called upon to take possession of the said premises and shall not do or suffer to be done anything in or to the New Building in which the Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the Flat and/or the Car Parking Space itself or any part thereof;

17.7 Not to make any alteration in the elevation, outside colour scheme of paint, and glass of the New Building and not to cover/enclose the planters and service ducts or any of the projections from the Flat or within the Flat. The Allottee/s shall further not put grill or shift windows which would affect the elevation of the building. The Allottee shall also not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, partis or other structural members in the Flat without the prior written permission of the Promoter or the Society for the New Building nor do and/or cause to do any hammering for whatsoever use on the external/dead walls of the New Building or do any act to affect the utilisation of the full development potential in the manner mentioned herein;

17.8 Not to install a window Air-conditioner on places, other than the designated place provided by the Promoter for the same. If found that the Allottee/s has/have affixed a window air conditioner on places, other than the designated place provided by the Promoter, the Allottee/s shall be required to remove the same upon being called upon by the Promoter or the Society for the New Building to do so;

- 17.9 The Allottee/s shall not dry clothes in any area visible on the outside of the Flat. The Allottee/s shall not do any act that spoils the external elevation of the New Building in which the Flat is situated;
- 17.10 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance;
- 17.11 Pay to the Promoter within (15) fifteen days of demand by the Promoter upon receipt of OC and before handover to possession, his share of possession charges demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the New Building in which the said Premises is situated;
- 17.12 The Allottee/s shall be entitled to use the Premises for residential use only and for no other use whatsoever;
- 17.13 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 and/or Society for the New Building that may levied on the Allottee/s on account of change of user of the Flat by the Allottee/s viz. user for any purposes other than purpose for which the same is allotted;
- 17.14 Not to delay/default in payment of the 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 and/or the Society for the New Building from time to time;
- 17.15 Not to transfer or assign the Allottee/s' right, interest or benefit under this Agreement and/or let, sub-let, sell, mortgage and/or otherwise transfer, assign or part with occupation or give on leave and licence, care taker, paying guest or tenancy basis or induct any person/s into or part with the Premises until all the payments whether due or not but payable by the Allottee/s to the Promoter under this Agreement or otherwise under any law are fully paid up and only if the Allottee/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and subject to the Allottee/s having obtained the prior written permission of the Promoter and/or Society for the New Building as the case may be, along with payment of the charges as may be levied for the proposed transfer/dealing with the Premises and also on the intending

transferee undertaking to observe and perform and carry out the terms and conditions as may be imposed in that behalf. Such consent shall be at the discretion of the Promoter and/or Society for the New Building and upon such terms and conditions as stipulated by them (or either of them), as the case may be. The Allottee/s if desire/s to sell, assign, transfer, gift, release, relinquish the Said Premises, shall apply in writing to the Promoter seeking its prior written consent along with the copy of No Due Certificate and thereupon the Promoter may grant its NOC for transfer subject to compliance of certain terms, conditions and payment of charges and the Allottee/s having not committed any breach of any of the terms of this Agreement. The Allottee/s hereby understand/s and agrees/ that the GST shall not be refundable by the Promoter in the event that the Allottee/s were to transfer the rights in the Said Premises during the construction period;

17.16 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Flat into the compound or the refuge floor or any portion of the said Project and the New Building;

17.17 Shall not at any time cause or permit any public or private nuisance or to use a loud speaker, etc., in or upon the Premises, the New Building or the said Project or any part thereof or do anything which shall cause any annoyance, inconveniences, suffering, hardship or disturbance to the occupants of the New Building being constructed and/or proposed to be constructed on the Property and/or to the Promoter;

17.18 Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the Premises and/or the New Building and/or the Property nor litter or permit any littering in the Common Areas and at the Allottee/s' own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated by the Allottee/s to the requirement and satisfaction of the Promoter and/or Society for the New Building and/or relevant government and statutory authorities;

17.19 Shall neither by himself/herself/themselves or any person claiming by/ through/ from the Allottee/s do anything which may or is likely to endanger or damage the New Building or any part thereof, the Common Areas, and/or the said Project and/or the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the New Building and/or the Common Areas. No

damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Project;

17.20 Shall not display at any place in the New Building and/or the said Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the New Building and/or in the Common Areas or in any other place on the Property and/or on the window, doors and corridors in the New Building;

17.21 Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the New Building and/or the exterior wall of the Flat or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the nameplate of the Allottee/s outside the Flat in such places only as shall have been previously approved in writing by the Promoter and/or Society in accordance with and in such manner, position and standard design laid down in that regard;

17.22 Not to use the open places, terrace, stilt (if any) in the New Building or compound or Common Areas for killing of animals and/or birds or in public view or otherwise or to offend religious feelings of other communities;

17.23 Not to park at any other place and shall park all vehicles in the Car Parking Space, the location whereof shall be notified in writing to the Allottee/s by the Promoter before the Date of Possession and which shall be subsequently ratified by the Society;

17.24 Shall not violate and shall abide by all rules and regulations framed by the Society in connection with any interior/civil works that the Allottee/s may carry out in the Flat;

17.25 Shall not violate and shall observe and perform all the rules, regulations and bye-laws which the Society may have 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 Project. 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 Premises and shall pay and contribute regularly and

punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

17.26 Shall not do or permit or suffer to be done anything in or upon the Flat or any part of the New Building which is or may, or which in the opinion of the Society is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining flats or the neighbourhood. Provided always that the Promoter and/or Society for the New Building shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the premises of the New Building and/or occupants of the buildings being constructed or to be constructed on the Property;

17.27 The Allottee/s is/are aware that animal slaughter is not permitted in the said Project and Allottee/s agree/s and undertake/s not to indulge in such activity;

17.28 Shall never in any manner enclose any flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the Flat and shall keep such areas unenclosed at all times;

17.29 These covenants shall be binding and operative even after the handing over the management and administration of the New Building to the Society; and

17.30 Till the date of the receipt of Occupation Certificate, the Allottee/s shall permit the Promoter and their Surveyors and Agents with or without workmen and others at all reasonable times, to enter in to and upon the Property and the New Buildings or any part thereof to view and examine the state and conditions thereof or to repair and remove any disrepair.

18 MORTGAGE AND CHARGE:

18.1 Notwithstanding anything contrary to any of the clauses contained herein, the Promoter after the execution of this Agreement shall not mortgage or create a charge on the Premises and if any such mortgage or charges 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/s who has / have taken or agreed to take the Premises, subject to the Allottee/s complying with his/her/its obligations as set-out herein.

18.2 Notwithstanding anything contrary to any of the clauses contained herein in the Agreement or in any other letter, no objection, permissions, deeds, documents and writings (whether executed now or in future by the Promoter) as also permission/no objections for mortgaging the Premises or creating any charge or lien on the Premises and notwithstanding the mortgages/charges/lien of or on the Premises, the Promoter shall have first and exclusive charge on the Premises and all the right, title and interest of the Allottee/s under this Agreement for recovery of any amount due and payable by the Allottee/s to the Promoter under this Agreement or otherwise.

19 The Allottee/s further represent/s and warrant/s that:

- i. He/she/it/they is/are aware of all the terms and conditions on which the permissions issued in respect of the New Building are granted and further agree/s and undertake/s to abide by the same even after being admitted as a member of the Society.
- ii. He/she/it/they has/have not been declared and/or adjudged to be an insolvent, bankrupt, etc., and/or ordered to be wound up, as the case may be;
- iii. No receiver and/or liquidator and/or official assignee or any person is appointed of the Allottee/s or all or any of its assets and/or properties;
- iv. None of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.;
- v. No notice is received from the Government in India (either Central, State or Local) and/or from abroad for his/ her / their / its involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/it/them;
- vi. No execution or other similar process is issued and/or levied against him/her/it/them and/or against any of his/her/their assets and properties;
- vii. He/she/they is/are not of unsound mind and/or is not adjudged to be of unsound mind;
- viii. He/she/they has/have not compounded payment with his/her/their/its creditors;

- ix. He/she/they shall obtain with prior written consent of the Promoter, financial assistance and may for that purpose create charge or encumbrance over the said Premises with financial institution providing the Allottee/s financial assistance for purchasing the said Premises.
- x. He/she/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months; and
- xi. He/she/they is/are competent to contract and enter into this Agreement as per the prevailing Indian Laws.

20 **MISCELLANEOUS**

- 20.1 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 understanding, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any between the Parties in regards to the Premises.
- 20.2 This Agreement may only be amended through written consent of the Parties.
- 20.3 The Allottee/s hereby agree/s to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, demands, notices, claims, actions, proceedings damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Allottee/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee/s in complying / performing his / her / their / its obligations under this Agreement.
- 20.4 Any delay, tolerance or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Promoter in respect of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s shall not in any manner prejudice the rights herein mentioned of the Promoter.
- 20.5 If any provision of this Agreement shall be determined to be void or unenforceable under the provisions of RERA or the rules and regulations as framed thereunder or under any other applicable laws, such provisions of this Agreement shall be deemed to be amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement and to the extent

necessary to conform to the RERA or the RERA Rules and regulations thereto or other applicable laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of the execution of this Agreement.

- 20.6 Wherever in this Agreement, it is stipulated that the Allottee/s has/have to make any payment, in common with other allottee(s) in the 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.
- 20.7 All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D. / Under Certificate of Posting / Courier or by Hand Delivery or by Fax, E-mail at their respective addresses specified below:

ALLOTTEE/S'S DETAILS: -

_____ Name of the Allottee/s

_____ (Allottee/s's Address)

Notified Email ID: [●]

PROMOTER DETAILS: -

PRANAV CONSTRUCTIONS PRIVATE LIMITED

1001, 10th Floor, DLH Park,

Near MTNL, S. V. Road,

Goregaon – (West), Mumbai City,

Maharashtra - 400062

Notified Email ID: legal@pranavconstructions.com

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

- 20.8 In the event, there are Joint Allottee/s then all the communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.

20.9 For the purposes of this transaction, the details of the PAN of the Promoter and the Allottee/s are as follows: -

(i) The Promoter's PAN: - AAACP0580F

(ii) Allottee/s's PAN: -

20.10 All out of pocket costs, charges and expenses including the stamp duty, registration charges of and incidental to this Agreement and service tax (if applicable), GST, etc., shall be borne and paid by the Allottee/s alone. If due to any changes in Government Policy and by virtue of the same if any additional stamp duty, registration charges and/or any other taxes/rates are levied the same shall be also paid by the Allottee/s.

20.11 This Agreement and the rights, entitlements and obligations of the Parties under or arising out this Agreement shall be construed and enforced in accordance with the laws of India, and the courts of competent jurisdiction in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

20.12 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 said Project shall equally be applicable to and enforceable against any subsequent allottee/s of the Premises, in case of transfer, as the said obligation go along with the Premises for all intents and purpose.

20.13 If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Parties hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavour to resolve the same by mutual discussions and agreement.

20.14 If the dispute or difference cannot be resolved within a period of sixty (60) days, from the notice by the aggrieved Party under this Agreement, then the dispute shall be referred to the Regulatory Authority as per the provisions of RERA.

20.15 This Agreement shall always be subject to the provisions of RERA and the rules and regulations as framed thereunder.

20.16 This Agreement sets forth the entire agreement and understanding between the Allottee/s and the Promoter and supersedes, cancel and merges: -

- a. All agreements, negotiations, commitments, writings between the Allottee/s and the Promoter prior to the date of execution of this Agreement;
 - b. All the representation, warranties, commitments, etc., made by the Promoter in any documents, brochure, hoarding, etc. and/or through on any other medium;
 - c. The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoter under this Agreement.
- 20.17 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of the Agreement or any forbearance or giving of time to the Allottee/s by the Promoter shall not be construed as a waiver or acquiescence on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement and shall not in any manner prejudice the rights of the Promoter.
- 20.18 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 be equally be applicable to and enforceable against any subsequent allottee/s of the Premises, in case of transfer, as the said obligations go along with the Premises for all intent and purposes.
- 20.19 Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s 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 Promoter. If the Allottee/s(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, 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.

20.20 It is agreed between the Parties that both the Parties shall execute, acknowledge and deliver to the other such instruments and take such other, 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 hereunder or pursuant to any such transaction.

20.21 The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/s. After the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution, the Agreement shall be registered at the office of the Sub-Registrar. Hence, this Agreement shall be deemed to have been executed at Mumbai.

20.22 The Allottee/s and the Promoter shall present this Agreement at the proper registration office the time limit prescribed by the Registration Act, 1908, and the Parties hereby undertake to attend such office of the sub-registrar and admit the execution hereof.

20.23 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 of Mumbai shall have jurisdiction over the disputes arising in respect to the terms and conditions of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the Land)

All that pieces and parcels of the freehold plot of land bearing Final Plot No. 28 of TPS II bearing C.T.S. Nos. G-92 of Village Bandra, admeasuring in the aggregate as 1028 square metres (as mentioned in the Town Planning Scheme Plan in respect thereof) and physically the plot is admeasuring in the aggregate as 1105 square metres, situated at Juhu Road, Santacruz (West), Mumbai - 400 054 and being bounded as follows:

On or towards East : By Final Plot No.34D of TPS Santacruz No II

On or towards West : By Final Plot No. 29 of TPS Santacruz No II

On or towards North : By 60 Feet Juhu Road as mentioned in TP and
90 Feet Juhu Road as per DP

On or towards South : By Final Plot No. 35-36 of TPS Santacruz No. II

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the Property)

All that pieces and parcels of the freehold plot of land bearing Final Plot No. 28 of TPS II bearing C.T.S. Nos. G-92 of Village Bandra, admeasuring in the aggregate as 1028 square metres (as mentioned in the Town Planning Scheme Plan in respect thereof) and physically the plot is admeasuring in the aggregate as 1105 square metres, situated at Juhu Road, Santacruz (West), Mumbai - 400 054, along with a building standing thereon known as '**Samrat Building**' comprising of 2 (two) wings having ground floor plus 3 (three) upper floors with a total of 18 (eighteen) residential flats therein, and ancillary structures such as pump room, meter room, etc., together with 2 (two) garages and 2 (two) part terraces attached to member's flat and being bounded as follows:

On or towards East : By Final Plot No.34D of TPS Santacruz No II

On or towards West : By Final Plot No. 29 of TPS Santacruz No II

On or towards North : By 60 Feet Juhu Road as mentioned in TP and
90 Feet Juhu Road as per DP

On or towards South : By Final Plot No. 35-36 of TPS Santacruz No. II

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the Premises)

A Flat bearing No. [●] admeasuring [●] square feet (carpet area as defined under RERA) equivalent to [●] square meters. on [●] Floor of the Building known as "[●]" and [●] car parking spaces ([●] number of mechanized stack parking) in the [●] level/ floor/ podium/ basement of the aforesaid Building constructed on the Property more particularly described in the First and Second Schedule hereinabove written.

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 and Delivered)
by the within named “**PROMOTER**”)
PRANAV CONSTRUCTIONS PVT. LTD.)
through the hands of its Partner)
Mr./Mrs. [●])
in the presence of.....)

1.

2.

Signed and Delivered by the)
by the within named “**ALLOTTEE/S**”)
[●])
in the presence of.....)

1.

2.

RECEIPT

Received with thanks from the abovenamed Allottee/s, a sum of Rs. [●]/- (Rupees [●] Only) of the Sale Consideration vide RTGS bearing reference no. [●] on [●] vide [●] Bank / Demand Draft / Cheque dated [●] drawn on [●] bank [●] branch bearing no. [●]/- , subject to clearance of the cheque.

List of Annexures

Annexure A	
Annexure B	
Annexure C	
Annexure D	
Annexure E	
Annexure F	
Annexure G	

DATED THIS DAY OF 2023

BETWEEN

... PROMOTER

...ALLOTTEE/S
