AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this ____ day of _____ 202__ between **M/S. DEAN HOME LLP,** a limited liability partnership company deemed to be registered under the Limited Liability Partnership Act, 2008 having its registered office at 1 Hendre Castle Gokhale Road (North) Dadar (West) Mumbai 400 028 **through its Partner** _____ 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 assigns) of the one part and

Mrs/Messrs _____ of _____ Indian Inhabitant(s)/a partnership firm registered under the Indian Partnership Act 1932/a limited liability partnership firm registered under the Limited Liability Partnership Act 2008/a Hindu Undivided Family/a limited liability company registered under the Companies Act 2013 having his/her/ their/its address at _____hereinafter referred to as the **'Purchaser'** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs executors and administrators and assigns/the partners for the time being of the partnership their survivors or survivor and the heirs executors and administrators of such last survivor/the members for the time being of the Hindu Undivided Family and the heirs executors and administrators of the last surviving member/its successors and assigns) of the other part.

W H E R E A S :

I **FLOW OF TITLE:**

a) That by an Indenture made at Mumbai on this 11th day of May, 1966 registered before the Sub-Registrar of Assurances under Serial No. BOM/R/1787/1966 made and entered into between 1) Francis Joseph Cardoz, 2) Valentine Nazareth and 3) Denis Francis D'souza, therein called as "the Vendors" of the One Part and one Ditosa Maria Gilberta Varella, therein called as "the Purchaser" of the Other Part and hereinafter called the "said Ditosa", the said 1) Francis Joseph Cardoz, 2) Valentine Nazareth & 3) Denis Francis D'souza sold, transferred and conveyed and the said Ditosa Maria Gilberta Varella purchased and acquired the property viz. All that piece and parcel of Non Agricultural land together with or ground and premises and the an incomplete construction thereon being sanctioned to be built on Plot No.9 of "Madona Colony" admeasuring 929.20 sq. mts. situated at structure Village Mandapeshwar, Taluka Borivali, MSD and having address Borivali (West), Mumbai 400 103 in the Registration District and Sub District of Mumbai shown by black outline on the plan annexed hereto as **Annexure `1'** more particularly described in the First Schedule hereinunder written hereinafter for the sake of brevity called **"the said Property"**. That the said Ditosa Maria Gilberta Varella paid the entire consideration amount in respect of the said property and became the absolute owner of the said property and taken the possession of the said property.

b) The said Ditosa Maria Gilberta Varella constructed the building/structure on the said property known as "**VILLA REMEDIAN**".

c) That the said Property has been mutated in the name of said Ditosa in the Revenue Records and the property Register Card maintained by the City Survey Officer, Borivali stands in the name of the said Ditosa.

d) That during the lifetime of Ditosa Maria Gilberta Varella, her husband Andrew Casabianca Varella expired on 26/01/2008.

e) The said Ditosa Maria Gilberta Varella expired on17th January 2020, leaving behind following, being the "Owners" as her only legal heirs and legal representatives:

	Name	Relation with the deceased
i)	Mr. Savio RemedianVarella	Son
ii)	Mr. Edwin Richard Varella	Son (Owner/Allotee)
iii)	Mrs. Clara Silvia Braganza	Married Daughter

f) Under the circumstances, abovenamed persons i.e. Mr. Savio Remedian Varella, Mr. Edwin Richard Varella & Mrs. Clara Silvia Braganza (hereinafter referred to as the owners) are the only surviving heirs and legal representatives of the late said Ditosa Maria Gilberta Varella and thus entitled to the said property more particularly described in the First Schedule hereunder written. That the Vendors/Owners have obtained the Deed of Testamentary Succession dated 8.9.2020 recorded in the official gazette by the Government of Goa under registration No.G-2/RNP/GOA/32/2018-20 dated 17.9.2020, and furthermore the said Property has been mutated in the name of the above mentioned sole Three legal heirs of the said Ditosa, in the Revenue Records and the property Register Card maintained by the City Survey Officer, Borivali, vide mutation entry No. 204 dated 20/04/2022.

g) That there are in all 16 tenements/flats which are fully occupied (i.e. 13 flats of occupied by tenants and 3 flats occupied by of owners) in the said building known as **"VILLA REMEDIAN**".

h) By an a Development agreement dated 30/06/2022 registered before the Sub-Registrar of Assurances, Borivali at Sr. No. 9487/2022 made and entered into between the said 1) Mr. Savio Remedian Varella, 2) Mr. Edwin Richard Varella & 3) Mrs. Clara Silvia Braganza, therein called as "The Vendors/Owners" of the One Part and M/S. DEAN HOMES LLP., (the Developers herein), therein called as "The Developer" of the Other Part, the said 1) Mr. Savio Remedian Varella, 2) Mr. Edwin Richard Varella & 3) Mrs. Clara Silvia Braganza granted the development rights of the said property to the Developers herein to develop the said property on terms and conditions and for the monetary consideration and material consideration as and by way of constructed flats in the newly constructed building, as mentioned therein. The said 1) Mr. Savio Remedian Varella, 2) Mr. Edwin Richard Varella & 3) Mrs. Clara Silvia Braganza have also executed a power of attorney in favour of the Developers herein and handed over the possession of the said property to the Developers for its development by demolishing the existing structure/Building (hereinafter referred to as the **"Said Existing Structure/Building"**).

i) In the circumstances as aforesaid, the Promoter became seized possessed and absolutely entitled to the Property. By their Certificate of Title _____ _____, Advocates and Solicitors have certified the title of the Promoter to the Property. The photocopies of the Property Register Card and the Certificate of Title of the Property are annexed hereto as **Annexures '2' and '3'** respectively;

II **BUILDING:**

i The Old Building was over 50 (Fifty) years old and hence was in dilapidated condition. Hence the Promoter decided to demolish the same and construct a new building in place and stead thereof and to rehouse reaccommodate and rehabilitate the existing members of the Society in such a building to be constructed on the Plot;

j The Promoter arrived at agreements and arrangements with most of the members of the Old Building. Thereafter the Old Building was demolished;

k The Promoter intended to construct on the Plot residential flats consisting of ground and twenty (20) upper floors to be known as 'Varella Mansion' which will hereinafter be referred to as the **`Building**'. The Building will comprise of : (i) basement comprising of Pump room and underground water tank; (ii) ground floor comprising of Stack Car Parking spaces; (iii) first to third floors comprising of podium car parking spaces; (iv) Service floor on the fourth floor; (vi) Refuge area on part sixth and thirteenth floor. There shall be electrical sub station in the compound of the Building;

III **PERMISSIONS:**

l The services of Mr. Suhas Borole registered with the Council of Architects has been engaged for preparation of the plans designs and drawings and to supervise the construction of the Building;

m By the Intimation of Disapproval bearing no P-12531/2022/(232 And Other)/R/N Ward/MANDPESHWAR-MR/N/IOD/1/New Dated- 24 April 2023 the Municipal Corporation of Greater Mumbai (hereinafter referred to as the **`MCGM'**) sanctioned the plans for construction of the Building. By the Commencement Certificate bearing no P-12531/2022/(232 And Other)/R/N Ward/MANDPESHWAR-M R/N/CC/1/New dated 21st Sept, 2023 the MCGM granted the permission to commence construction of the Building on the Plot;

n The photocopies of the Intimation of Disapproval dated 24th April, 2023 and the Commencement Certificate dated 21st Sept, 2023 are annexed hereto as **Annexures `4' and `5'** respectively;

o Upon the issue of the Intimation of Disapproval and the Commencement Certificate the Promoter has commenced development of the Plot by constructing the Building in accordance with the sanctioned/amended building plans. The Promoter will be entitled to make such variations or amendments thereto as the Promoter may in its absolute discretion deem fit and proper;

IV **RERA:**

q The Promoter has registered the project/construction of the Building on the Plot under the provisions of the Real Estate (Regulation & Development) Act 2016 (hereinafter referred to as the **`RERA'**) and the rules made thereunder with the Maharashtra Real Estate Regulatory Authority under no _____ on _____ 2023. The Purchaser confirms that prior to the execution of this Agreement, the Purchaser has visited the website of the Maharashtra Real Estate Regulatory Authority and has reviewed and understood the contents of all documents and information uploaded by the Promoter on the website in relation to the Project. The photocopy of the RERA Registration is annexed hereto as **Annexure '6'.**

V **VERIFICATION:**

r The Promoter has the right to sell and allot the residential flats, parking spaces and any other premises in the Building and to enter into agreements with the purchasers of such premises and to receive the consideration in respect thereof;

s The Purchaser has demanded and has taken inspection of all the documents of title relating to the Plot and the development rights of the Promoter thereof including the documents referred to hereinabove. The Purchaser has fully and completely satisfied himself about the title of the Promoter to the Plot and its entitlement to develop the Plot and to construct the Building and also to enter into these presents. The Purchaser has also taken inspection of Project Registration Certificate issued by Maharashtra Real Estate Regulatory Authority, the Intimations of Disapproval and Commencement Certificate issued by the MCGM, approved by the MCGM, and other relevant documents and papers including the municipal assessment bills, city survey records, record of rights, property register cards required to be furnished to the Purchaser by the Promoter under the provisions of the RERA and RERA Rules. The Purchaser confirms that he has entered into this Agreement after being aware of all the facts and after inspecting the aforesaid recited documents and other relevant documents and papers in respect of the Plot and the Building No further question requisition or objection shall be raised on any matter relating to the Promoter's title to the Plot and that the Purchaser hereby accepts the Promoter's title to the same;

t The Purchaser has also read and understood the terms conditions obligations etc as setout in the various approvals and sanctions obtained by the Promoter and that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the Building is completed and after the management of the Building is handed over to the Organisation, as provided hereinafter. The Purchaser has agreed to abide by and comply with such continuing conditions and obligations;

VI **ANNEXURES:**

u The photocopies of: (1) Block Plan of the Plot (2) the Property Record Card (3) the Certificate of Title of the Plot (4) the Intimation of Disapproval (5) Commencement Certificate (6) RERA Registration Certificate dated _____ (7) Plans of the Premises agreed to be purchased by the Purchaser and (8) Amenities List are annexed hereto as **Annexures `1' to `8'** respectively;

VII **DEVELOPMENT:**

aa The Promoter declares that the originating Floor Space Index (FSI) as per the provisions of the Development Control and Promotion Regulation 2034 at present available in respect of the Plot is 929.20 sq mts. Over and above the available/unutilized originating FSI as aforesaid, the Promoter intends to use utilize and load on the Plot the additional fungible FSI and all other advantage benefit profit or privilege in respect thereof to the maximum extent permissible. Such available/unutilized FSI and the FSI Credit that may be granted to the maximum loadable extent will be utilized by the Promoter in the construction of vertical extension or horizontal annexed to the Building;

VIII **PREMISES:**

ab The Purchaser has offered to purchase from the Promoter the commercial shops/office premises alongwith parking spaces in the Building shown by red colour lines on the plan thereof annexed hereto as **Annexure`7'** which premises is more particularly described in the Second Schedule hereunder written and is hereinafter referred to as the **'Premises';**

IX CONSIDERATION:

ac Relying on such offer and application the Promoter has agreed to sell to the Purchaser the Premises for the Consideration (inclusive of TDS) as setout in the Third Schedule hereunder setout (hereinafter referred to as the **`Consideration')** on the terms and conditions hereinafter appearing;

ad On or before execution of these presents the Purchaser has paid to the Promoter an earnest money deposit as setout in the Third Schedule hereunder written (the payment and receipt whereof the Promoter does hereby admit and acknowledge). The balance Consideration excluding the earnest money deposit will be paid by the Purchaser as setout in the Third Schedule hereunder written. The TDS (Tax Deducted at Source) under the Income Tax Act 1961 will be deducted out of the Consideration at the applicable rates.

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

1 The Promoter shall construct on the Plot the residential flats consisting of basement, ground and nine (9)upper floors to be known as 'Shree Gopal' which will hereinafter be referred to as the **`Building**'. The Building will comprise of : (i) basement comprising of Pump room and underground water tank; (ii) ground floor comprising of Stack Car Parking spaces; (iii) first to third floors comprising of podium car parking spaces; (iv) Service floor on the fourth floor; (vi) Refuge area on part sixth and thirteenth floor. There shall be electrical sub station in the compound of the Building. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

2 The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser Premises No ___ of carpet area admeasuring _____ sq metres on ..... floor in the building (hereinafter referred to as "the Premises") as shown in the Floor plan thereof hereto annexed and marked Annexures __ for the consideration of Rs. ..... including Rs. ..... being the proportionate price of

the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Premises including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser garage bearing Nos __situated at _____Basement and/or stilt and /or_____podium being constructed in the layout for the consideration of Rs._____/-

(iii) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser covered parking spaces bearing Nos __ __ situated at_____
Basement and/or stilt and /or_____
podium being constructed in the layout for the consideration of Rs._____/-
.

1(b) The total aggregate consideration amount for the Premises including garages/covered parking spaces is thus Rs._____/-

1(c) The Purchaser has paid on or before execution of this agreement a sum of Rs _____(Rupees_____only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs ..... (Rupees.....) in the following manner :-

i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Premises is located.
iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Premises is located.
iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Premises.
v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.
vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Premises is located..
vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Premises is located.
viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of
the possession of the Premises to the Purchaser on or after receipt of

occupancy certificate or completion certificate.

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

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Purchaser by discounting such early payments @_% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

Note: Each of the instalments mentioned in the sub clause 2 (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

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

2.2 Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the [Premises/Plot] to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment and

other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize Floor Space Index of_____by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of__ as proposed to be utilized by him on the project land in the said Project and Purchaser has agreed to purchase the said Premises based on the proposed construction and sale of Premisess to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Premises/Plot] to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest as specified in the Rule**,** on all the delayed payment which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:
Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.
Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Premises which may till then have been paid by the Purchaser to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Premises as are set out in **'Annexure 8'**, annexed hereto.

6. The Promoter shall give possession of the Premises to the Purchaser on or before 31st day of December, 2028. If the Promoter fails or neglects to give possession of the Premises to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the Premises with interest at the same rate as may mentioned in the clause 4.1 herein above from the

date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

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

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

7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing the possession of the [Premises/Plot], to the Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Premises/Plot] to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchasers, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Purchaser shall take possession of the Premises within 15 days of the written notice from the promotor to the Purchaser intimating that the said Premisess are ready for use and occupancy:

7.3 **Failure of Purchaser to take Possession of [Premises/Plot]:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Purchaser shall take possession of the [Premises/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Premises/Plot] to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 8.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable.

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

8. The Purchaser shall use the Premises or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Purchaser along with other Purchaser(s)s of Premisess in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye- laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the common organisation of Purchaser. No objection shall be taken by the Purchaser if any, changes or modifications are made in

the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Premises is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Purchaser that the Premises is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional monthly contribution of Rs. ..... per month towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

(i) Rs. ..... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs.....for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

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(iv) Rs. ……for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs……. For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs_____for deposits of electrical receiving and Sub Station provided in Layout

11. The Purchaser shall pay to the Promoter a sum of Rs. ..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-

Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser shall pay to the Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Purchaser as follows:

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

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

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

vi. 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 Purchaser created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Premises/Plot] which will, in any manner, affect the rights of Purchaser under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Premises/Plot]to the Purchaser in the manner contemplated in

this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchasers;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

14. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoter as follows :-

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

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

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

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

in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Premises without the prior written permission of the Promoter and/or the Society or the Limited Company.

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

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

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

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

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

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

xi. Till a conveyance of the structure of the building in which Premises is situated is executed in favour of Society/Limited Society, the Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

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

15. The Promoter shall maintain a separate account in respect of sums received by the

Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premisess or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Premises/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such [Premises/plot].

18. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser 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 Purchaser for rectifying the default, which if not rectified within 15 **(**fifteen**)** days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the [Premises/Plot], in case of a transfer, as the said obligations go along with the [Premises/Plot] for all intents and purposes.

22. SEVERABILITY

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

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

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

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

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

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

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

Name of Purchaser:_____
_Purchaser's Address:_____
_____
Notified Email ID:_____

M/s. Dean Home LLP:

1 Hendre Castle Gokhale Road (North) Dadar (West) Mumbai 400 028

It shall be the duty of the Purchaser 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 Purchaser, as the case may be.

28. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Promoter to the Purchaser 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 Purchasers.

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser.

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

31. GOVERNING LAW

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at_____*(city/town name)* in the presence of attesting witness, signing as such on the day first above written.

First Schedule Above Referred to (Description of the Plot)

All that piece and parcel of land together with structure/building standing thereon known as "VILLA REMEDIAN", situated on plot bearing No.9, CTS No.232 admeasuring 631.6 sq. mtrs., 232/1 admeasuring 49.5 sq. mtrs., 232/2 admeasuring 53.5 sq. mtrs., 232/3 admeasuring 49.5 sq. mtrs., 232/4 admeasuring 51.4 sq. mtrs. and 233 admeasuring 93.7 sq. mtrs. aggregating in all 929.20 sq.mtrs. at Village Mandapeshwar, Taluka Borivali, MSD and having address at Plot No.9, Madonna Colony, Borivali (West), Mumbai 400 103.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:
(Description of the Premises)

ALL THAT the Residential Unit No ____ admeasuring about _____ sq ft (carpet area) on the _____ floor of the building known as **'Varella Mansion'** under construction on the said Plot described in the First Schedule hereinabove stated.

Here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph

Purchaser: (including joint buyers)

(1)_____

(2)_____

At_____on_____

in the presence of WITNESSES:

1. Name_____ Signature _____

2. Name_____ Signature ____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Please affix photograph and sign across the photograph

Promoter:

(1)_____

(Authorized Signatory) WITNESSES:

Name_____ Signature _____Name_____ Signature

_____