

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at _____ on this ____ day of _____, 2022;

BETWEEN

M/s. RUBBERWALA HOUSING & INFRADEVELOPMENT LLP, PAN No. _____, having office at: Rubberwala House, Dr. A. L. Nair Road, Agripada, Mumbai – 400 011, through its Partners, hereinafter referred to as **“the DEVELOPER/PROMOTERS”** (Which expression shall mean and include Partners or Partner for the time being of the said respective firm, the survivors or survivor of them and the heirs, executors, and assigns of the last surviving partner or their assigns) **OF THE FIRST PART;**

AND

1) **MR.** _____, Age: ____ years, Pan No.: _____, and 2) **MR.** _____, Age: ____ years, Pan No.: _____, all residing at _____, hereinafter referred to as the **“ALLOTTEE/PURCHASER/S”**, (which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include her/his/their heirs, executors, administrators and assigns) **OF THE SECOND PART;**

WHEREAS:

- (a) The Municipal Corporation of Greater Mumbai (“MCGM”) is owner of all that piece or parcel of land together with the then structures standing and known as “Lambi Cement Chawl” on the portion of the land bearing C. S. No. 1840 (Part) of Byculla Division, containing by area admeasurement 3, 250.00 sq. meters or thereabouts being, lying and situate at Ganesh Hari Parundekar, Byculla Station Road, Byculla (West), Mumbai - 400 011 (hereinafter referred to as **“the said Property”**).
- (b) The existing Tenants/Occupants of the MCGM have now formed themselves into a proposed Society known as “New Mominpura Co-operative Housing Society (Proposed), and decided and passed a resolution to redevelop the said property by demolishing the existing structure standing on the said property and constructing a new

building thereon and for that purpose, more than 51% of the Tenants/Occupants had granted irrevocable Consent in favour of the Developer.

- (c) Pursuant to the aforesaid Resolution, notarized Development Agreement dated 25th August, 2015 was executed between New Mominpura Cooperative Housing Society (Proposed) of the One Part and M/s Rubberwala Housing & Infrastructure of the Other Part. By virtue of the said Development Agreement, the Society appointed the Developer as their Developer and granted Development rights in respect of the said property. The Developer have agreed to provide permanent alternate accommodation and other benefits to the Tenants/Occupants in lieu of their existing premises, to the eligible tenants/occupants.
- (d) On behalf of the Society, the Developer has obtained the Annexure II under No. AC/Estates/5864/A.O.(SOC)-II/A.E.(I) III dated 11th November, 2020 and the 'No Objection', along with a list of tenants, from the Office of the Asst. Commissioner (Estate), under DCPR 33(7).
- (e) On behalf of the Society, the Developer has obtained D. L. To M. S. dated 2nd September, 2021, for the redevelopment of the said property.
- (f) The Improvement Committee/Corporation vide their Resolution Nos. 51 dated 29th September, 2021 and, 1055 dated 21st October, 2021 respectively have accorded the approval to the redevelopment scheme on the said property, under regulation No. 33(7) of DCPR 2034 and, also accorded sanction for leasing the said Land to the said Society of rehabilitation tenants and the Society of flat purchasers in the sale component, on such terms and conditions as mentioned therein.
- (g) The Assistant Commissioner (Estates) has issued the Letter of Intent under No. AC/Estates/12765/A.O.(SOC)/Soc-2/A.E. (I)-3 dated 10th December, 2021, subject to compliance of certain terms and conditions by the said Society and the Developer.
- (h) The MCGM has granted the Intimation of Disapproval (IOD) bearing No. P-9281/2021/(1840)/E Ward/BYCULLA/IOD/1/New dated 31st December, 2021 and Commencement Certificate bearing No. P-9281/2021/(1840)/E Ward/BYCULLA/CC/1/New dated 16th June, 2022 in respect of the redevelopment

scheme on the said Land.

- (i) By virtue of the said Notarized Development Agreement, the Developer is absolutely seized and possessed of, and well and sufficiently entitled to develop the said Land in accordance with the recitals hereinabove;
- (j) The Developer is in possession of the project land;
- (k) The Developer has proposed to construct on the project land (here specify number of buildings and wings thereof) _____ having _____ (here specify number of Basements/podiums/stilt and upper floors);
- (l) The Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the _____ Wing of the building called "**SEVENTH AVENUE**" (hereinafter referred to as the said "Building") being constructed in the _____ phase of the said project, by the Developer;
- (m) The Developer has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- (n) The Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____
- (o) The Developer has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.
- (p) By virtue of the Development Agreement/Power of Attorney, the Developer has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Developer on the project land and to enter into Agreement/s with the Allottee(s) of the Apartments to receive the sale consideration in respect thereof;
- (q) On demand from the Allottee, the Developer has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and

specifications prepared by the Developer's Architects M/s. Shaikh and Associates, and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

- (r) The authenticated copies of Certificate of Title issued by the Attorney-at-Law or Advocate of the Developer, authenticated copies of Property Card or extract of Village Forms VI and VII and XII, or any other relevant revenue record showing the nature of the title of the Developer to the project land on which the Apartments are constructed, or are to be constructed, have been annexed hereto and marked as Annexure 'A' and 'B', respectively;
- (s) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1;
- (t) The authenticated copies of the plans of the Layout as proposed by the Developer, and according to which the construction of the buildings and open spaces are proposed to be provided for, on the said project, have been annexed hereto and marked as Annexure C-2;
- (u) The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D;
- (v) The Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said Building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;
- (w) While sanctioning the said plans, concerned local authority and/or appropriate Government has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Developer while developing the project land and the said building and upon due observance and performance of which, the Completion or Occupancy certificate in respect of the said Building/s shall only be granted by the concerned local authority;

- (x) The Developer has accordingly commenced construction of the said Building/s in accordance with the said proposed plans;
- (y) The Allottee has applied to the Developer for allotment of an Apartment No. _____ on _____ Floor in Wing _____ situated in Building No. _____ being constructed in the _____ phase of the said Project;
- (z) The carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
- (aa) 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;
- (bb) Prior to the execution of these presents, the Allottee has paid to the Developer a sum of Rs. _____/- (Rupees _____ Only/-), being part payment of the sale consideration of the Apartment agreed to be sold by the Developer to the Allottee as advance payment, or Application Fee (the payment and receipt whereof the Developer both hereby admit and acknowledge) and the Allottee has agreed to pay to the Developer the balance of the sale consideration in the manner hereinafter appearing.
- (cc) The Developer has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Maharashtra bearing no. _____, authenticated copy is attached in Annexure "F";
- (dd) Under Section 13 of the said Act, the Developer is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement, and as mutually

agreed upon by and between the Parties, the Developer hereby agrees to sell, and the Allottee hereby agrees to purchase the said Apartment and the garage/covered parking (if applicable).

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

1. The Developer shall construct the said building/s consisting of Ground plus 26 upper floors on the project land in accordance with the plans, designs and specifications, as approved by the concerned local authority from time to time.

Provided that, the Developer 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 any alteration or addition required by any Government authorities, or due to change in law.

- 1(a) (i) The Allottee hereby agrees to purchase from the Developer, and the Developer hereby agrees to sell to the Allottee, Apartment No. _____ of the type _____ of carpet area admeasuring _____ sq. meters on _____ Floor in the Building _____/Wing (hereinafter referred to as "the Apartment") as shown in the Floor Plan thereof, hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. _____ including Rs.0/- (Rupees NIL only) 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 purchase price of the Apartment as mentioned above, is determined on the basis of above referred carpet area of the Apartment which Allottee/s agree/s and confirm/s. Thus, the other appurtenant area such as terrace, if any; balcony, if any; service shaft, if any; exclusive verandah, if any; are neither included in the carpet area nor are considered for determining the purchase price.**
- (ii) The Allottee hereby agrees to purchase from the Developer, and the Developer hereby agrees to sell to the Allottee garage bearing Nos _____ situated at _____ Basement and/or stilt and/or _____ podium being constructed in the layout for the consideration of Rs. _____ /-
- (iii) The Allottee hereby agrees to purchase from the Developer, and the Developer

hereby agrees to sell to the Allottee covered, parking spaces bearing Nos. _____ situated at _____ Basement and/or stilt and/or _____ podium being constructed in the layout for the consideration of Rs. _____ /-.

(iv) The Allottee shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor. Allottee shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner. The said car parking space shall be used only for the purpose of parking motor vehicle, and not for any other purpose. The Society or Limited Company/Federation/Apex body shall finally ratify the reservation of such car parking in its first meeting, at the time of handover by the Developer.

OR

(iv) The Allottee has informed the Developer that he/she does not require any car parking space in the said project. Accordingly, no reservation of car parking is made against the said Apartment. Allottee undertakes, assures and guarantees not to claim any car parking space in said project in future, nor raise any objection to the use of the car parking by other Allottees.

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

1(c) The Allottee has paid, on or before execution of this Agreement, a sum of Rs _____/- (Rupees _____ Only/-) (not exceeding 10% of the total consideration) as advance payment or application fee, and hereby agrees to pay to that Developer the balance amount of Rs _____/- (Rupees _____ Only/-) in the following manner :-

- i. Amount of Rs _____/- (Rupees _____ Only/-) (not exceeding 30% of the total consideration) to be paid to the Developer after the execution of Agreement.
- ii. Amount of Rs _____/- (Rupees _____ Only/-) (not exceeding 45% of the total consideration) to be paid to the Developer on completion of the Plinth of the Building or Wing in which the said Apartment is located.
- iii. Amount of Rs _____/- (Rupees _____ Only/-) (not exceeding 70% of the total consideration) to be paid to the Developer on completion of the slabs including podiums and stilts of the Building or Wing in which the said Apartment is located.
- iv. Amount of Rs _____/- (Rupees _____ Only/-)

(not exceeding 75% of the total consideration) to be paid to the Developer on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs _____/- (Rupees _____ Only/-) (not exceeding 80% of the total consideration) to be paid to the Developer on completion of the Sanitary fittings, staircases, lift-wells, lobbies upto the floor-level of the said Apartment.

vi. Amount of Rs _____/- (Rupees _____ Only/-) (not exceeding 85% of the total consideration) to be paid to the Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the Building or Wing in which the said Apartment is located.

vii. Amount of Rs _____/- (Rupees _____ Only/-) (not exceeding 95% of the total consideration) to be paid to the Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of Sale of the Building or Wing in which the said Apartment is located.

viii. Balance Amount of Rs _____/- (Rupees _____ Only/-) against, and at the time of handing over of the possession of the Apartment to the Allottee, on or after receipt of Occupancy Certificate or Completion Certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Service Tax, **GST, Swachh Bharat Cess**, any other Cess, or any other similar taxes which may be levied any time, hereinafter in connection with the construction of, and carrying out the Project payable by the Developer) up to the date of handing over the possession of the Apartment.

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 Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer 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 Allottee, which shall only be applicable on subsequent payments.

- 1(f) The Developer may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee 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 Allottee by the Developer.
- 1(g) The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Developer shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The Allottee authorizes the Developer 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 Developer may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

Note: Each of the instalments mentioned in the sub-clauses (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 Developer 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 Apartment to the Allottee, obtain from the concerned local authority Occupancy and/or Completion Certificates in respect of the Apartment.

2.2 Time is of essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the Common Areas to the Association of the Allottees after receiving the Occupancy Certificate, or the Completion Certificate, or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in Clause 1 (c) hereinabove. ("Payment Plan").

3. The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Developer 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, upon modification to Development Control Regulations, which are applicable to the said Project. The Developer has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project, and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Developer by utilizing the proposed FSI, and on the understanding that the declared proposed FSI shall belong the Developer only till conveyance/assignment of leasehold rights.

4.1 If the Developer fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Developer agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Developer under the terms of this Agreement from the date the said amount is payable

by the allottee(s) to the Developer.

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

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

Provided further that, upon termination of this Agreement as aforesaid, the Developer shall refund to the Allottee (subject to adjustment and recovery of 10% of the total consideration amount as forfeiture charges and as pre-determined liquidated damages, and the taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Apartment upto the date of termination of this Agreement, or any other amount which may be payable to Developer) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Developer.

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 Developer in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Developer shall give possession of the Apartment to the Allottee on or before the 31/12/2026. If the Developer fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and that of his agents' control by the aforesaid date then the Developer shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest, at the

same rate as may be mentioned in the clause 4.1 herein above from the date the Developer received the sum, till the date the amounts and interest thereon is repaid.

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

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

7.1 **Procedure for taking possession** - The Developer, upon obtaining the Occupancy Certificate from the competent authority and the payment made by the Allottee as per the Agreement, shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice, and the Developer shall give possession of the Apartment to the Allottee. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Allottee agree(s) to pay the maintenance charges as determined by the Developer or Association of Allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing, within 7 days of receiving the Occupancy Certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Developer to the Allottee intimating that the said Apartments are ready for use and occupancy.

7.3 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Developer as per clause 7.1, the Allottee shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1, such Allottee 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 Apartment to the Allottee, the Allottee brings to the notice of the Developer any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act, it shall be necessary to appoint an expert, who shall be a nominated surveyor, who shall then submit a report to state the defects in materials used, in the structure built of the Apartment/Building, and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.
8. The Allottee shall use the Apartment, 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 off which is not applicable). He/She/Them shall use the garage or parking space only for the purpose of keeping or parking vehicle.
9. The Allottee, along with the other Allottee(s) of the Apartments 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 Developer 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 Developer within seven days of the same being forwarded by the Developer to the Allottee, so as to enable the Developer to register the common organisation of Allottee. No objection shall be taken by the Allottee 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. Any delays in signing and handing over of documents by the Allottee to the Developer shall not constitute default of the Developer and the prescribed time period shall stand extended accordingly.
- 9.1. The Developer shall, within three months of registration of the Society or Association

or Limited Company, as aforesaid, initiate the transfer to the Society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Developer and/or the owners in the said structure of the Building or Wing in which the said Apartment is situated.

- 9.2. The Developer shall, within three months of registration of the Federation/Apex body of the Societies or Limited Company, as aforesaid, initiate the transfer to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Developer and/or the owners in the project land on which the building with multiple Wings or Buildings are constructed.

The charges, costs, expenses for conveyance/assignment of leasehold rights, including but not limited to, Competent Authority Transfer Charge, or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial Or Quasi-Judicial Authorities, or any other charge for the transfer of the said plot on 'actual basis', shall be borne by the Allottee in proportion to his gross usable area, and that the Allottee shall come forward to accept conveyance of the said plot in the name of the Society formed, within two (02) months from the date of intimation by the Developer. This amount is not included in Agreement Value and shall be calculated and informed to the members of the Society after Occupancy Certificate.

- 9.3 Within 15 days, after notice in writing is given by the Developer to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) 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 Allottee shall pay to the Developer such proportionate share of outgoings, as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Developer provisional monthly

contribution of Rs. _____/- per month towards the outgoings, which shall be paid in advance for _____ months on/before possession of the Apartment. The amount so paid by the Allottee to the Developer shall not carry any interest and remain with the Developer 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 Developer to the Society or the Limited Company, as the case may be.

10. The Allottee shall, on or before delivery of possession of the said premises keep deposited with the Developer, 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
 - (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.

(All the aforesaid amounts to be decided by the Developer at the time of possession, on actual amount incurred/to be incurred.)

11. The Allottee shall pay to the Developer a sum of Rs. _____ for meeting all legal costs, charges, and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developer 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 Allottee shall pay to the Developer, the Allottees' 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 Allottee shall pay to the Developer, the Allottees' 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 DEVELOPER

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

- i. The Developer 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 Developer 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, if any;
- iv. There is no litigation pending before any Court of Law with respect to the project land or Project except those disclosed in the Title Report, if any;
- 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 the 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 Developer has been and shall at all times, remain to be in compliance with all the applicable laws in relation to the Project, project land, Building/Wing and common areas;

- vi. The Developer has the right to enter into this Agreement and has neither committed nor omitted to perform any act or thing, whereby the right, title, and interest of the Allottee created herein, may prejudicially be affected;
 - vii. The Developer 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 Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
 - viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the Conveyance Deed of the structure to the Association of Allottees, the Developer shall handover lawful, vacant, peaceful, physical possession of the Common Areas of the Structure to the Association of the Allottees;
 - x. The Developer 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 Developer in respect of the project land and/or the Project, except those disclosed in the Title Report.
14. The Allottee/s himself/herself/themselves with the intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Developer as

follows: -

- i. To maintain the Apartment at the Allottee's own cost, in good and tenable repair and condition from the date on which the possession of the Apartment is received, and shall not do, or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself, or any part thereof, without the consent of the local authorities, if required.
- ii. Not to store in the Apartment 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 Apartment 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 are likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost, all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developer to the Allottee and, shall not do or suffer to be done anything in, or to the Building in which the Apartment is situated or to the Apartment, 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 Allottee committing any act in contravention of the above provision, the Allottee 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 Apartment 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 Apartment, or any part thereof, nor any alteration in the elevation and external colour scheme of the Building in which the Apartment is situated, and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment 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 Apartment without the prior written permission of the Developer 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 Apartment 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 Apartment in the compound, or any portion of the project land and the Building in which the Apartment is situated.
- vii. Pay to the Developer, within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government giving water, electricity, or any other service connection to the building in which the Apartment 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 Apartment by the Allottee for any purposes other than the purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment, until all the dues payable by the Allottee to the Developer under this Agreement are fully paid up.

- x. The Allottee 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned Local Authority, and of Government and other public bodies. The Allottee 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 Apartment 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 Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Developer 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 the Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Developer 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 Developer shall maintain a separate account in respect of sums received by the Developer from the Allottee 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.
- 15A. In case the transaction being executed by this Agreement between the Developer and the

Allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Developer/Allottee/Both, as the case may be, in accordance with the agreed terms of payment.

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 Apartments and Building or any part thereof. The Allottee shall have no claim, save and except in respect of the Apartment hereby agreed to be sold to him and, all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Developer, 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. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days, from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled, and all sums deposited

by the Allottee in connection therewith, including the booking amount shall be returned to the Allottee, without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter thereof 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 apartment/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 ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto, that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to, and enforceable against, any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment 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 the Act or the Rules and Regulations made thereunder, or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments 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 addition 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 Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Developer, 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 Allottee and/or Developer 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, 1908 and the Developer will attend such office and admit execution thereof.

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

_____ Name of Allottee

_____ (Allottee's Address)

Notified Email ID: _____

M/s. RUBBERWALA HOUSING & INFRADEVELOPMENT LLP

Rubberwala House, DR. A. L. Nair Road,

Agripada, Mumbai – 400 011

Notified Email ID: _____

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

28. JOINT ALLOTTEES

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

29. STAMP DUTY AND REGISTRATION

The charges towards Stamp Duty and Registration of this Agreement shall be borne by the Allottee.

30. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, it 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 witnesses, signing as such on the day first hereinabove written.

SCHEDULE I

THE SAID LAND ABOVE REFERRED TO:

All that piece and parcel of the said land with the then standing structures and known as "Lambi Cement Chawl" on the portion of the land bearing C. S. No. 1840 (Part) of Byculla Division, containing by area admeasurement 3, 250.00 sq. meters or thereabouts being, lying and situate at Ganesh Hari Parundekar, Byculla Station Road, Byculla (West), Mumbai - 400 011; and bound by-

On or towards the North by : Property bearing C. S. Nos. 1918,
1919, 1/1919, 1/1920, 1920, 1921

On or towards the South by : Byculla Station Road

On or towards the East by : Property bearing C. S. No. 12/840

On or towards the West by : Property bearing C. S. No. 22/1840

SCHEDULE II

SAID APARTMENT ABOVE REFERRED TO:

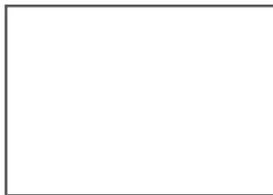
Apartment bearing No. _____, admeasuring about _____ Sq. Meters. of Carpet area plus _____ Sq. Meters. of Balcony area, Flower Bed (F.B), Enclosed Balcony (E.B) on the _____ Floor of the said building known as "SEVENTH AVEUNE" which is constructed in or upon the above referred said Land, which Apartment is shown on the Floor Plan thereof as Annexure 'D'.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS THIS
____ DAY OF _____ 2022 AT _____.

THE COMMON SEAL OF THE WITHINNAMED “DEVELOPER”

M/s. RUBBERWALA HOUSING & INFRADEVELOPMENT LLP

1)



Sign



Photo



Left Thumb

SIGNED & DELIVERED BY THE WITHINNAMED “ALLOTTEE/S”

1)



Sign



Photo



Left Thumb

2)



Sign



Photo



Left Thumb

In the presence of

1)



Sign



Photo



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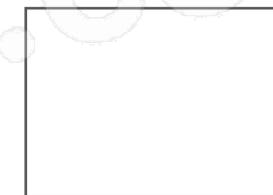
2)



Sign



Photo



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RECEIPT

Received an amount of Rs. _____/- from Allottee/s towards part payment of total consideration as mentioned above in following manner;

Date	Amount (Rs.)	Cheque No.	Name of the Bank

I say received

M/s. RUBBERWALA HOUSING & INFRADEVELOPMENT LLP

Housiey.com