

## **AGREEMENT FOR SALE**

**FLAT NO. [●], [●] FLOOR, [●] BUILDING**

**BLDG. KNOWN AS “[AAKASA WORLI]”**

**ADDRESS:** City Survey No.209 (Pt), Adarsh Nagar, Worli Colony, Mumbai-400 030.

This **AGREEMENT FOR SALE** is made and entered into at [●], on this [●] day of [●], 2022 (“**Agreement for Sale**”)

### **BETWEEN**

**Techno Freshworld LLP**, a Limited Liability Partnership constituted under the provisions of the Limited Liability Partnership Act, 2008 having PAN No. AAJFT4831D and having its administrative office at 166A, Narayan Mansion, Dr. Ambedkar Road, Dadar East, Mumbai 400014, through its

**Designated Partner Shri. Suketu Trivedi**, hereinafter referred to as the “**Developers**”(which expression shall, unless it be repugnant to the context or meaning thereof include the designated partners of the firm for time being, surviving partner or partners and heirs, executors, administrators of last surviving partner or partners and his or their assigns) of the **ONE PART**

### **AND**

**MR./MRS./MS[●]aged [●]** (having Permanent Account Number: [●]) (AADHAR NO [●]), residing at [●] hereinafter referred to as the

“**Purchaser/s**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs, successors, executors, administrators and assigns) of the **OTHER PART**.

**OR**

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

**OR**

\_\_\_\_\_, LLP, (CIN no. \_\_\_\_\_) a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, duly authorized *vide* board resolution dated \_\_\_\_\_, hereinafter referred to as the “**Purchaser/s**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners of the said firm for time being, surviving partner or partners and heirs, executors, administrators of last surviving partner or partners and his or their assigns) of the **OTHER PART**

**OR**

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its partner, \_\_\_\_\_,hereinafter referred to as the "**Purchaser/s**" (which expression shall, unless it be repugnant to the context or meaning thereof include the partners of the said firm for time being, surviving partner or partners and heirs, executors, administrators of last surviving partner or partners and his or their assigns) of the **OTHER PART**.

**OR**

Mr.\_\_\_\_\_, son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Undivided Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the "**Purchaser/s**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **OTHER PART**.

The Developers and Purchaser/s shall be collectively referred to as "**Parties**" and individually as "**Party**".

**WHEREAS:-**

A. A large piece of land in Worli, Mumbai (then Bombay) ("**the said total land**") out of which a part is known as Worli neighborhood area was sub-leased in perpetuity by the then Municipal

Corporation of the City of Bombay to the then Government of Bombay in terms of the letter dated 2<sup>nd</sup> July 1949 addressed by the Estate Agent and Land Manager of Municipal Corporation to the Executive Engineer Housing Bombay West Division. The Government of Bombay took possession *inter alia* of the said Worli neighborhood area. As recited in the said letter, 21<sup>st</sup> July 1949 is to be taken as the date of possession for the permanent Sub-Lessee of the said total land.

- B. The said total land was entrusted by the then Government of Bombay to the Bombay Provincial Housing Board constituted by Government Resolution Political and Services Department No.459/46 dated 18<sup>th</sup>January 1947 for the purposes referred to in that Government Resolution. As such, the said total land stood vested thereafter in the Bombay Housing Board duly constituted under the Bombay Housing Board Act, 1948 (Bom. Act. LXIX of 1948) by operation of Section 84 of Bombay Housing Board Act, 1948.
- C. By operation of paragraphs 4 and 8 of the Bombay Housing Board (Dissolution and Reconstruction) Order 1960 (hereinafter referred to as "**the said Order**") made under sub-section (1) of Sec. 4 of the Inter State Corporation Act, 1957 (XXXVIII of 1957) the said total land together with its benefits and burdens continued to vest in the Bombay Housing Board and functioning immediately before the 1<sup>st</sup>March 1960 as defined in Paragraph 2(d) of the said Order.
- D. By operation of sub-section (1A) of Section 3 of the Bombay Housing Board Act, 1948 all the properties including the said total

land, were vested in the then existing Board constituted under sub-section (1) of Section 3 of that Act as so modified.

E. Under Paragraph 3 of the Bombay Housing Board (Dissolution and Reconstruction) Order, 1960 made under Bombay Statutory Corporations (Regional Reorganization) Act, 1960 (Bom. Act XXI of 1960) the Bombay Housing Board stood dissolved from the 28<sup>th</sup> April 1960 and the Maharashtra Housing Board was constituted to function in the Maharashtra Region and under paragraph 5 and 9 of the Bombay Housing Board (Dissolution and Reconstruction) Order, 1960 all the immovable properties of every kind and any rights in or over such properties in Maharashtra Region passed on to the Maharashtra Housing Board together with its benefits and burden and consequently the said total land vested in the Maharashtra Housing Board.

F. The Maharashtra Housing Board executed a Housing Scheme by inter alia constructing a building being Building No. 41 on the piece and parcel of land situated at Adarsh Nagar, Worli Colony, Mumbai-400 030 and having City Survey No.209 (Pt) of Worli Division admeasuring about 1601.25 Sq. mtrs. Pursuant to construction of Building No. 41 (*defined later*); flats in the said Building No. 41 (*defined later*) were allotted to 72 members.

G. On the Maharashtra Housing and Area Development Authority (hereinafter “**MHADA**”) being duly constituted under the Government Notification in the Public Works and Housing Department No.ARD-1077 (1) / Desk-44 dated 5<sup>th</sup> December 1977 the erstwhile Maharashtra Housing Board, stood dissolved by the

operation of Section 15 of the Maharashtra Housing and Area Development Act, 1976. Further under Clauses (a) and (b) of Section 189 of the Maharashtra Housing and Area Development Act, 1976 all the property, rights, liabilities and obligations of the dissolved Maharashtra Housing Board including those arising under any agreement or contract have become the property, rights, liabilities and obligations of MHADB and accordingly, the said total land at Adarsh Nagar, Worli Colony, now stand vested in MHADA as lessee.

H. MHADA had agreed to sub lease the aforesaid land admeasuring 1601.25 Sq. mtrs. being Plot No. 41, City Survey No. 209(Pt) Adarsh Nagar, Worli Division, Worli Colony, Mumbai- 400030 and the Prabhadevi Indraprasth Co-Op Housing Society Ltd. (a society registered under the provisions of the Maharashtra Co-Op Societies Act, 1960 under registration no. BUM/HSG/7612/1981 dated 22nd March, 1981 having its registered address at Building No. 41, Adarsh Nagar, Worli, Mumbai- 400030 (hereinafter referred to as "**the Society**") had agreed to accept such sub lease for a period of 90 (ninety) years with effect from 1<sup>st</sup> April 1980 on the terms and conditions as applicable for MHADB land.

I. Under an Indenture of Sub-Lease dated 10<sup>th</sup> June 2009 duly registered with the Joint-Sub-Registrar of Assurances at Bombay under Sr. No. 05215 of 2009 and executed at Mumbai, MHADA leased the said land admeasuring about 1601.25 Sq. mtrs. at Plot No. 41, City Survey No. 209(Pt) Adarsh Nagar, Worli Division, Worli Colony, Mumbai-400030 in the Registration and Sub District of Mumbai City and District Mumbai to the Society.

J. Under the Deed of Sale dated 10<sup>th</sup>June 2009 duly registered with the Joint-Sub-Registrar of Assurances at Bombay under Sr.No.05216 of 2009 executed at Mumbai, MHADB transferred, assured and conveyed in favor of the Society the said Building No. 41, having Ground + Three Upper Floors situated at Adarsh Nagar, City Survey No.209 (Pt) at Worli Division, Worli Colony, Mumbai-400 030(hereinafter referred to as "**the said Building No.41**").

K. As aforesaid the said land being land admeasuring about 1601.25 Sq. mtrs. at Plot No. 41, City Survey No. 209(Pt) Adarsh Nagar, Worli Division, Worli Colony, Mumbai-400030 was leased to the Society vide registered Indenture of Sub-Lease dated 10<sup>th</sup>June 2009 and the said Building No. 41 was conveyed to the Society vide registered Deed of Sale dated 10<sup>th</sup>June 2009. The said Building No 41 of the Society is standing on the said land being land admeasuring about 1601.25 Sq. mtrs. at Plot No. 41, City Survey No. 209(Pt) Adarsh Nagar, Worli Division, Worli Colony, Mumbai-400030. The Property Card for the whole land is consolidated and no separate Property Card is prepared for Plot No. 41. Photocopy of the Property Card is annexed herewith as per **Annexure “A” (Property Card)**.

L. As per MHADA Adarsh Nagar layout, there is an additional Tit-Bit area of about 421.87 Sq. mtrs. adjoining to the said land admeasuring about 1601.25 Sq. mtrs. at Plot No. 41, City Survey No. 209(Pt) Adarsh Nagar, Worli Division, Worli Colony, Mumbai-400030 (hereinafter referred to "**the said tit-bit area**") the lease with respect to which is to be executed between MHADA and the

Society in terms of the offer letter dated 12<sup>th</sup>August 2021 issued by MHADA in favor of the Society. Accordingly, the Society has a right with respect to total area aggregating to about 2023.12 Sq. mtrs. which can be collectively developed as per the policy decision of MHADA and any other concerned Authority. The said land admeasuring about 1601.25 Sq. mtrs. at Plot No. 41, City Survey No. 209(Pt) Adarsh Nagar, Worli Division, Worli Colony, Mumbai-400030 together with the said Building No. 41 along with the said tit-bit area shall hereinafter be referred to as the **“Project Land”** and which is more particularly described in the **Schedule 1 (Description of Project Land)** hereunder written.

M. The said Building No. 41 being more than 60 (sixty) years old and in a dilapidated condition and requiring heavy structural repairs or reconstruction, the Society decided to redevelop the said property by demolishing the said Building No. 41 and constructing a new multi-storied building on the said property so as to provide permanent alternate accommodation to its existing members free of costs on what is known as “Ownership Basis” subject to permissions and approval of MHADA and all other concerned Authorities.

N. The Society had undergone compliance of Section 79A of the Maharashtra Cooperative Societies Act, 1960 and appointed M/s. Shikara Constructions Pvt. Ltd., (hereinafter referred to as **“the erstwhile Developers”**) as developer for the redevelopment of the said land including the tit-bit area in the Special General Body Meetings held on 11<sup>th</sup> December, 2011 and 21<sup>st</sup> January, 2012. The Society had executed and registered a Redevelopment

Agreement dated 16<sup>th</sup> November, 2017 registered under Sr. No. BBE-I2943/2018 on 21<sup>st</sup> June, 2018 and a Power of Attorney dated 21<sup>st</sup> June 2018 registered under Sr. No. BBE-I/2944/2017 to Mr. Ashok Mehra (Director of the said erstwhile Developers).

O. Since no progress was made by Shikara Constructions Private. Limited i.e. the erstwhile Developer in spite of repeated reminders from the Society for a prolonged period, it was decided to issue show cause notice to the erstwhile Developers. In view of the dilapidated and deteriorating condition of the said Building No.41, the Society, *vide* its Resolution dated 22<sup>nd</sup> December, 2019 passed in Special General Meeting, simultaneously, had invited offers to redevelop the Society property and published the same on Society Notice Board and also widely published through the Society members. 3 (three) diverse offers were received by the Society for redevelopment of the said Project Land

P. Accordingly, a Special General Meeting of the Society was held on 17<sup>th</sup> January, 2021 and was attended by 57 (fifty seven) members and all 57 (fifty seven) members i.e. more than 2/3<sup>rd</sup> members of Society present in the meeting resolved to:

(i) Terminate the Redevelopment Agreement dated 16<sup>th</sup> November, 2017 and the Power of Attorney dated 21<sup>st</sup> June, 2018 conferring redevelopment rights on the said "Shikara Constructions Private Limited." i.e. the erstwhile developer and issue Termination Notice through Society appointed Advocates;

(ii) Formally continue the appointment of said PMC (*defined below*), and request him to prepare feasibility study and comparative analysis of various offers and also request PMC (*defined below*) to opine and suggest a suitable developer in view of the most beneficial offer in the interest of the Society members; and

(iii) Request the appropriate authority *viz.* Dy. District Registrar, Cooperative Societies for compliance of provisions of Section 79A of Maharashtra Cooperative Society Act, 1960.

Q. By their Advocate's letter dated 19<sup>th</sup> January, 2021 addressed to the said erstwhile Developers, the Society communicated termination of the Redevelopment Agreement dated 16<sup>th</sup> November, 2017 and revoked Power of Attorney dated 21<sup>st</sup> June, 2018.

R. The appointment of the Developers was after reconfirmation by M/s. Ketan Vaidya & Associates, Architects, the Project Management Consultant (**PMC**) who scrutinized the said 3 (three) diverse Offers received by the Society for redevelopment of the Society property i.e. the Project Land.

S. Upon perusal and careful analysis of the diverse offers, the said PMC opined and suggested that the offer dated 19<sup>th</sup> December, 2020 of the Developers i.e. M/s. Techno Freshworld LLP is most beneficial to the members of the Society. The Society thereafter, in accordance with Section 79A of Maharashtra Co-Op Societies

Act, 1960 convened and held its special general meeting on 14<sup>th</sup> March, 2021 in presence of Assistant Registrar of Cooperative Societies which was attended by 60 (sixty) members and 3 (three) online members totaling to 63 (sixty three) members out of which 60 (sixty) members i.e. more than 51% voted for appointment of the Developers to develop the said Project Land.

T. At the above mentioned meeting, it was further resolved that the Hon. Chairman, the Hon. Secretary and the Hon. Treasurer of the Society be authorized to execute a MOU, Development Agreement, Power of Attorney and all other necessary documents in due course with Seal of the Society affixed on all documents and to do all necessary acts, deeds and things on behalf of the Society and its members in favor of the Developers. It was also decided that the final Development Agreement to be registered would be a tri-party agreement wherein all the members would also sign and execute or otherwise agree to in writing in their individual capacity.

U. The Society has accordingly appointed M/s. Techno Freshworld LLP as the new Developer (hereinafter referred to as the **“Developers”**) after following due process of law.

V. The Developers issued their letter of acceptance dated 22<sup>nd</sup> March, 2021 thereby confirming the redevelopment contract.

W. In view of the above, the said Society entered into a necessary Development Agreement with the Developers i.e. M/s. Techno Freshworld LLP duly registered with the Sub-Registrar of Assurance, Mumbai under Sr. No. BBE3/6735/2022 dated 31<sup>st</sup>

March, 2022 *inter alia* containing the terms and conditions upon which the Developers have to redevelop the Project Land.

X. By and under the Power of Attorney dated 11<sup>th</sup> April, 2022 duly registered with the Sub-Registrar of Assurance, Mumbai, registered under Sr. No. BBE3/6737/2022 the said Society authorized Shri Jaydeep Mehta, Shri Suketu Trivedi and Smt. Shivanshi R. Gala Shah, partners of the Developers to do various acts, deeds, things, and matters in relation to redevelopment of the said Project Land and for sale of the flats/ premises/areas in the sale buildings, in the manner therein contained.

Y. Subsequent to the termination of the agreement dated 16<sup>th</sup> November, 2017 executed with the said erstwhile Developers, the said erstwhile Developers filed a Suit being Suit (L) No. 31632 of 2022 before the Hon'ble Bombay High Court (hereinafter referred to as "**the said Suit**") challenging the aforesaid termination and the consequent appointment of the Developers as the developers of the Project Land pursuant to the Development Agreement dated 31<sup>st</sup> March, 2022

Z. Pursuant to the said Suit, the Developers, the erstwhile Developers and the Society entered into negotiations and eventually executed the Consent Terms dated 10<sup>th</sup> October, 2022 ("**Consent Terms**") for termination of Development Agreement dated 16<sup>th</sup> November, 2017 and the Power of Attorney dated 2<sup>nd</sup> June, 2018 and confirming the appointment of the Developers to develop the said Project Land. The said Consent Terms dated 10<sup>th</sup> October, 2022 were filed in Suit (L) No. 31632 of 2022 and

appropriate orders were passed by the Hon'ble Bombay High Court *vide* Order dated 10<sup>th</sup> October, 2022 accepting the Consent Terms and the said Suit was disposed of in terms of the Consent Terms dated 10<sup>th</sup> October, 2022. Pursuant thereto, a Deed of Cancellation in respect of the Agreement for Re-Development dated 16<sup>th</sup> November, 2017 was registered *vide* Registration No BBE/3/18171 on 10<sup>th</sup> October, 2022 and a Deed of Cancellation in respect of the Power of Attorney dated 21<sup>st</sup> June, 2018 was also registered *vide* Registration No BBE/3/18172 on 10<sup>th</sup> October, 2022 with the Sub-Registrar of Assurances, Mumbai between the Society and the erstwhile Developers.

- AA. Accordingly, the erstwhile Developers accordingly do not have any claim, right title or interest of whatsoever nature with respect to the said Project Land and the Developers are solely and exclusively entitled to develop the said Project Land as per the terms and conditions as laid down under the Development Agreement dated 31<sup>st</sup> March, 2022.
- BB. Pursuant to the above, the Developers have commenced activities for the purpose of undertaking construction on the said Project Land. The Mumbai Housing and Area Development Board (a MHADA unit) has already issued an offer letter number CO/MB/REE/NOC/F-837/1811/2021 dated 12<sup>th</sup> August, 2021 in favor of the Society approving the proposal of re-development and also accepting M/s. Techno Freshworld LLP i.e., the Developers herein, as developers of said Plot. A tri-partite agreement has also been executed and registered *vide* Regn. No. BBE-3-11041-2022 dated 17<sup>th</sup> June, 2022 between MHADA, the Society and the

Developers herein confirming the terms and conditions of redevelopment.

CC. At present, Building No. 41 consists of Ground + 3 upper floors comprising of 72 (seventy two) tenements which are occupied by 72 (seventy two) members of the Society. The said members shall be accommodated in a separate building called the Rehab Building (*defined below*) which would be constructed on the Project Land. The said Rehab Building along with parkings would be constructed on demarcated area of the Project Land i.e. on approximately 750 sq. m. out of the total plot area of 2023.12 sq. m. which would be notionally divided on the Project Land. Separate access would be provided to the Rehab Building from the existing abutting road.

DD. Accordingly, on the said Project Land, the Developers shall be constructing 2 (two) multi-storied buildings i.e. “Sale Building” and “Rehab Building”. Out of the 2 buildings, 1 building consisting of 1 level basement + stilt + 7 Podium + 27 upper floors (hereinafter referred to as the “**Sale Building**”) and the other building consisting of 1 level basement, + stilt + 19 upper floors (hereinafter referred to as the “**Rehab Building**”). The Sale Building would be named “**AAKASA WORLI**”

EE. The Developers have appointed and entrusted the architectural works to M/s. Saachi Associates (hereinafter referred to as the “**Architect**”) who are registered with the Council of Architects to develop, design, to prepare layout and specifications for construction of the buildings on the said Project Land.

FF. The Developers have appointed a structural engineer, M/s. J+W Consultants LLP ("Structural Engineer") for the preparation of the structural designs and drawings of the buildings to be constructed on the said Project Land and the Developers accept the professional supervision of the Architect and the Structural Engineer till the completion of the buildings to be constructed on the said Project Land.

GG. The authenticated copies of Certificate of Title i.e. Title Report issued by the attorney at law or advocate of the Developers, authenticated copies of Property card or any other relevant revenue record showing the nature of the title of the Developer to the Project Land on which the Project is to be constructed is hereby annexed and marked as **Annexure "B" (Title Report)**.

HH. Maharashtra Housing and Area Development Authority (hereinafter referred to as "**MHADA**"), by its letter bearing No. MH/EE/BPCell/GM/MHADA-35/1153/2022 dated 26<sup>th</sup> July, 2022 has issued Intimation of Disapproval (hereinafter referred to as "**IOD**") for the entire Rehab building and for Sale Building only up to 1 level basement + stilt +, 7 Podium + 18 upper floors. which is annexed hereto and marked as **Annexure "C" (IOD)** and Commencement Certificate dated [●] (hereinafter referred to as the "**Commencement Certificate**") which is annexed hereto and marked as **Annexure "D" (Commencement Certificate)** after completion of demolition of the existing Building No. 41, whereby it granted its permission to develop the said Project Land under Regulation 33(5) of the Development Control and Promotion Regulation, 2034 and to construct buildings on the said Project

Land for residential purpose subject to the terms and conditions as contained therein and thereby approved and sanctioned the plans in respect of the said project named "**AAKASA**" consisting of both the Sale Building and the Rehab Building (hereinafter referred to as "**Project**").

- II. The Developers have got some of the approvals and will from time to time obtain such 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 Sale Building.
- JJ. Further, while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the Project Land and the said Sale Building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- KK. The Developers have accordingly commenced construction of the Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- LL. The Developers have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **[Insert RERA registration number]** authenticated copy is attached in

**Annexure "E" (RERA Registration Certificate).**

MM. The Purchaser/s has been / is offered the Premises bearing number [•] on the [•] floor, in the Sale Building, being constructed in the phase of the said Project by the Developers. The Purchaser/s are desirous of purchasing this residential premises more particularly described in **Schedule 2 (Description of Premises)** hereunder written in the Sale Building in the said Project "AAKASA WORLI" (hereinafter referred to as the "said Premises"). The authenticated copy of the plan of the said Premises is annexed and marked as **Annexure "F" (Layout Plan of Premises)** hereto.

NN. The carpet area of the said Premises as defined under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA"), is more particularly described at Clause [4] and in the **Schedule 2 (Details of Premises)** hereunder written. For avoidance of doubt, "Carpet Area" means the net usable floor area of an apartment and excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the apartment.

OO. The Purchaser/s has/have seen the approved plans as prepared by the Architect and the Purchaser/s is/are aware that the Developers may change the said building plans from time to time

and/or as may be required by MHADA and/or all other concerned authorities while giving the approval to the same and/or at any time and from time to time thereafter. The authenticated copies of the plans of the Layout as approved by MHADA have been annexed hereto and marked as **Annexure G-1 (Layout Plan of the Project as approved by MHADA)**. Also, 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 G-2. (Layout Plan of the Project as proposed by Developer)**.

PP. The Developers have the sole and exclusive right to sell Premises in the said Project to be constructed by the Developers on the said Project Land and to enter into agreement/s for the premises(s) and to receive the sale consideration with respect thereof.

QQ. The Purchaser/s has/have demanded inspection/information from the Developers and the Developers have granted inspection of the following documents and information to the Purchaser/s and/or the Purchasers' Advocates/consultants:

- (i) All title documents by which the Developers have acquired right, title and interest to develop the said Project Land;
- (ii) Plans, designs and specifications prepared by the Architect;
- (iii) All the approvals and sanctions of all relevant authorities that have been received for the development of the said

Project Land, Project and layout plans, building plans, floor plan, IODs, CCs, etc. and such other documents as required under Section 11 of RERA;

(iv) All the documents mentioned in the Recitals hereinabove;

(v) Title Report; and

(vi) Authenticated copy of the Property Register Card for the said Project Land.

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 for Sale and all applicable laws, are now willing to enter into this Agreement for Sale on the terms and conditions appearing hereinafter.

RR. Prior to execution of this Agreement for Sale, the Purchaser/s has/have obtained independent legal advice with respect to this Agreement for Sale and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is/are satisfied with respect to:

(i) the title of the Developers to develop the Project and such title being clear and marketable;

(ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Developers being entitlement to develop the Project and construct the Project under various

provisions of the DCR, DCPR and applicable law and sell the premises therein.

(iii) The Purchaser/s hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Developers to the said Plot.

Accordingly, the Purchaser/s hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Developers to the said Project Land.

SS. The Developers have agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase and acquire from the Developers, the said Premises, at or for the price more particularly described in **Schedule 2 (Details of Premises)** hereunder written and upon the terms and conditions mentioned in this Agreement for Sale. Prior to the execution of these presents, the Purchaser/s has/have paid to the Developers part payment of the Consideration Value as mentioned in below more particularly described in the Clause [4] hereunder written. Accordingly, the Purchaser/s have made an advance payment of INR[●]/- (Indian Rupees [●]) which is considered as the Booking Amount and will be treated in accordance with Clause [30] below) (the payment and receipt whereof the Developers hereby admits and acknowledges).

TT. The Purchaser/s hereby nominates [●] ("Nominee") as his/nominee in respect of the said Premises and the benefit of this Agreement for Sale. On the death of Purchaser/s, the Nominee shall assume all the obligations of the Purchaser/s under this Agreement for Sale in respect of the said Premises and shall be liable and responsible to perform the same, so far as permissible in law. The Purchaser/s shall at any time hereafter be entitled to substitute the name of the Nominee. The Developers shall only recognize the Nominee, or the Nominee substituted by the Purchaser/s (if such substitution has been intimated to the Developers in writing) and deal with him in all matters pertaining to the said Premises.

UU. In the event, the Purchaser/s being a Non-Resident Indian (N.R.I.), intends to book and acquire a residential Premises from the Developers, then it shall be the sole responsibility of the Purchaser /s to procure the necessary / statutory permissions from the Reserve Bank of India or any other Competent Authority as may be required to acquire a Residential premises in the New Building. The Developers shall not be held liable for the deficiency of any statutory permissions being not available or procured by the Purchaser/s. It shall be the Purchaser/s obligation to comply with the applicable guidelines issued by the Reserve Bank of India, and the Purchaser/s alone shall be liable for any action under the Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules made there under or any other applicable laws as amended from time to time and the Developers shall not be liable in any manner whatsoever in this regard. The

Purchaser/s shall keep the Developers, its partners, executives, agents and officers fully indemnified and harmless in this regard.

The Developers shall also not be responsible towards any third party making payment/remittances on behalf of the Purchaser/s and such third party shall not have any right in the said Premises in any way and the Developers shall issue the payment receipts in favor of the Purchaser/s only.

VV. This Agreement for Sale shall be subject to the provisions of RERA, RERA Rules and all other Rules, Regulations, Office Orders, Circulars, Notifications and Rulings made thereunder and/or by the Authority/Appellate Tribunal from time to time and such other applicable law as may become relevant from time to time.

WW. Under Section 13 of the RERA, the Developers are required to execute a written agreement for sale of the said Premises with the Purchaser/s i.e. this Agreement for Sale, and are also required to register this Agreement for Sale under the provisions of the Registration Act, 1908.

XX. In accordance with the terms and conditions set out in this Agreement for Sale and as mutually agreed upon by and between the Parties, the Developers hereby agrees to sell and Purchaser/s /s hereby agrees to purchase the Premises and parking as set out at **Schedule 2 (Details of Premises)**.

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

1. The Parties hereto agree, declare and confirm that the foregoing recitals [Annexure and Schedules] shall form an integral part of the operative part of this Agreement for Sale and shall legally bind the parties with full force and effect, as if the same are set out herein verbatim and this Agreement for Sale shall be read and construed accordingly.
2. The Developers shall construct the said Project i.e. 2 (two) multi-storied buildings: (i) the Sale Building i.e. AKASA WORLI shall be 1 (one) building consisting of 1 (one) level basement + stilt + 7 (seven) Podium + 18 (eighteen) upper floors (for which the IOD has been received) + 9 (nine) upper floors for which the IOD will be obtained subsequently; and (ii) the Rehab Building consisting of 1 (one) level basement, + stilt + 19 (nineteen) upper floors. The 2 (two) buildings mentioned herein are to be constructed on the said Project Land in accordance with the plans, designs and specifications approved and sanctioned by the MHADA along with internal and external amenities. 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 Developers as per **Annexure "H" (Amenities List)** (For avoidance of doubt, where brands or details have been specified, the developer shall provide amenities of same or substantially equivalent quality) and which have been seen and approved by the Purchaser/s, with only such variations and modifications as the Developers may consider necessary and/or beneficial or as may be required by MHADA. For avoidance of doubt the Purchaser/s accepts and acknowledges that the term

Sale Building as defined above, only includes the floors for which the IOD has been received. It is clarified that the term Sale Building shall also mean to include the proposed floors to be built by the Developers post receipt of relevant approvals in accordance with applicable law, and accordingly the term should be understood to mean and include the 9 (nine) additional floors for which the IOD as well as other approvals are yet to be received. Accordingly, the Sale Building shall be understood as 1 (one) level basement + stilt+ 7 (seven) Podiums + 18 (eighteen) upper floors for which IOD is issued at present + 9 (nine) upper floors for which IOD and other planning permissions will be obtained subsequently.

3. The Developers shall have to obtain prior permission or consent in writing of the Purchaser/s in respect of such variations or modifications which may adversely affect the Purchaser/s said Premises (as defined in this agreement and detailed at Clause [4] below) except any alteration or addition as may be required by any Government Authorities or due to change in law. Needless to state that the Purchaser/s is/are bound by all orders, acts, rules and regulations passed by Governmental/Statutory authorities. Accordingly, in case the Developers are bound to make any alterations, amendments or changes to the layout plan and/or the said Premises/ in compliance with such order/act/rules or regulation passed by any of the governmental or statutory authority, the Purchaser/s hereby consent/s that he/she/it/they will be bound by any such amendment, change or alteration carried out by the Developers.

4. The Purchaser/s hereby agree/s to purchase from the Developers and the Developers hereby agrees to sell to the Purchaser/s Premises No. [●] in the Sale Building known as "AAKASA WORLI" on [●] floor, admeasuring [●] sq. metres RERA carpet area([●] sq. mtrs. plus deck area of [●] sq. mtrs. totalling to [●] sq. mtrs.) as shown in the floor plan hereto annexed and marked **Annexure "F"** (**Layout Plan of Premises**) along with [●] car parkings, [●] parking in podium and [●] parking in basement more particularly described in **Schedule 2 (Details of Premises)** along with right to use common premises, terrace, passage, lifts in the said Sale Building and other common utility areas in the said Project being constructed on the said Project Land for a total consideration amount of INR [●] (Indian Rupees [●]), including the proportionate price of the common areas and facilities appurtenant to the premises. The nature, extent and description of the common areas and facilities which are more particularly described at **Schedule 3 (Common Areas)**.

5. Prior to the execution of this Agreement for Sale, the Purchaser/s has/have paid a sum of INR [●] (Indian Rupees [●]) as booking amount adjustable towards the total consideration amount of the said Premises ("Booking Amount") agreed to be sold by the Developers to the Purchaser/s. The Purchaser/s shall pay to the Developers the consideration of INR [●] (Indian Rupees [●]) ("Consideration Value") in the manner set out below:

<b>Sr. No.</b>	<b>Consideration Amount Payable</b>	<b>Payment Milestone</b>
1.	Booking Amount of INR [•]/- (Indian Rupees [•])	Paid on or before the execution of this Agreement for Sale
2.	INR [•]/- (Indian Rupees [•]) (not exceeding 30% of the Consideration Value)	To be paid to the Developers after the execution of this Agreement for Sale
3.	INR [•]/- (Indian Rupees [•]) (not exceeding 45% of the Consideration Value)	To be paid to the Developers on completion of the Plinth of the Sale Building in which the said Premises is located.
4.	INR [•]/- (Indian Rupees [•]) (not exceeding 70% of the Consideration Value)	To be paid to the Developers on completion of the slabs including podiums and stilts of the Sale Building in which the said Premises is located.
5.	INR [•]/- (Indian Rupees [•]) (not exceeding 75% of the Consideration Value)	To be paid to the Developers on completion of the walls, internal plaster, floorings doors and windows of the said Premises.
6.	INR [•]/- (Indian Rupees [•]) (not exceeding 80% of the	To be paid to the Developers on completion of the sanitary fittings,

<b>Sr. No.</b>	<b>Consideration Amount Payable</b>	<b>Payment Milestone</b>
	Consideration Value)	staircases, lift wells, lobbies up to the floor level of the said Premises.
7.	INR [•]/- (Indian Rupees [•]) (not exceeding 85% of the Consideration Value)	To be paid to the Developers on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the Sale Building in which the said Premises is located.
8.	INR [•]/- (Indian Rupees [•]) (not exceeding 95% of the Consideration Value)	To be paid to the Developers 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 this Agreement for Sale of the Sale building in which the said Premises is located.
9.	Balance amount INR [•]/- (Indian Rupees [•])	To be paid to the Developers at the time of handing over of the possession of the Premises to the

Sr. No.	Consideration Amount Payable	Payment Milestone
		Purchaser/s on or after receipt of occupancy certificate for the Sale Building

6. Each of the instalments mentioned in Clause [5] above, shall be further subdivided into multiple instalments linked to the number of basements / podiums / floors of the Sale Building. It is accepted and understood by the Purchaser/s that the payment milestones set out above are indicative and are subject to change or prepayment or variation by the Developers, the Purchaser/s has thoroughly examined the payment scheme and has requested the Developers to make the following changes to the same, such that the payment intervals can be staggered, prepaid and accelerated to the Purchaser's convenience.

7. It is agreed that the Booking Amount of 10% of the total Consideration Value amount shall be treated as an earnest money deposit of sorts and be subject to forfeiture by the Developers as liquidated damages in accordance with Clause [31] below of this Agreement for Sale.

8. It is agreed that the above payment schedule is proposed by the Developers which the Purchaser/s is/are bound to follow. However, it is agreed that if the Purchaser/s is/are desirous of making payment of an amount which is more than that of the agreed payment schedule amount, he/she may do so and pay the amount

in excess of the scheduled amount with no interest obligation on  
Developer.

9. All payments shall be made by way of demand drafts/ pay orders/  
account payee cheques/ RTGS/ ECS/ NEFT any other instrument  
drawn in favour of / to the following account of the Developers:-

Techno Freshworld LLP RERA A/c. No. - [●]

10. The Consideration Value above includes stamp duty on this  
agreement but excludes Taxes. Taxes includes Value Added Tax,  
Service Tax, Goods and Services Tax (GST), Krishi Kalyan Cess,  
Swachh Bharat Cess, local body tax or any other taxes, duties,  
cesses, levies, charges, development charges, registration charges  
under any form whatsoever nature which are leviable or become  
leviable by any Government/Statutory/ Local Authority/Corporation/  
MHADA under the provisions of the applicable/relevant law or any  
amendments thereto pertaining or relating to development and sale  
of the said Premises. Taxes shall be paid by the Purchaser/s on  
demand made by the Developers within 7 (seven) working days,  
and the Purchaser/s shall indemnify and keep indemnified the  
Developers from and against the same. It is also agreed that GST,  
if any payable under applicable law, at applicable rates will be paid  
with every instalment of payment at the then prevailing rate.

11. The Purchaser/s is/are aware that the Purchaser/s has/have to  
make the applicable Tax Deduction at Source (TDS) at the time of  
making the actual payment or credit of such sums to the account of  
the Developers, whichever is earlier as per Section 194IA in the  
Income Tax Act, 1961. Further, the Purchaser/s shall submit the

original TDS certificate within the prescribed timelines as mentioned in the Income Tax Act, 1961.

12. The Consideration Value is escalation-free, save and except escalations/increase 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 Developers undertake and agree that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., Developers 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/s which shall only be applicable on subsequent payments.
13. In the event in the Sale Building plans as finally sanctioned, if there be a part-terrace adjoining the flat(s) on the uppermost floor of the Sale Building, the Developers reserve the right to grant to the Purchaser/s of any of such flat(s) on such floor exclusive right to the terrace adjoining the premises appurtenant to and incidental to the said flat; as a term of the transaction of sale of the said premises by the Developers to the Purchaser, (the Developers have negotiated with the Purchaser/s and allowed to the Purchaser/s a concession of Rs. 50,000/- (Rupees Fifty Thousand only) out of the totally agreed and negotiated price for the authority granted to the Developers to grant such exclusive right If applicable.

14. In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the purchase of the said Premises, the Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Developers through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of /to the aforesaid account of the Developers.

15. Any payments made in favour of / to any other account other than as mentioned hereinabove shall not be treated as payment towards the said Premises. The Purchaser/s shall satisfy the Developers either through its banker's commitment or in such other manner as shall be determined by the Developers with regard to the security for the payment of each instalment of the Consideration Value. All the payments made by the Purchaser/s should be from the personal savings/ current bank account of the Purchase or by the financial institution on behalf of the Purchasers. The Developers shall be entitled to change the aforesaid account by giving a written notice to the Purchaser/s to this effect in which case the payments of the amounts under this Agreement for Sale shall be made by the Purchaser/s and/or the aforesaid financial institution in such new account.

16. The Developers shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three per cent. The total price

payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developers shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified in the RERA 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 Developers shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause [5] of this Agreement for Sale.

17. The Purchaser/s hereby agree/s with the Developers, except to the extent specifically consented to by the Developers in writing, that the Purchaser/s agrees that open space shall be kept open to sky, failing which, the Purchaser/s shall be liable for the consequences arising there from, and the Purchaser/s hereby further agree/s to indemnify and keep the Developers indemnified of and against such liability and consequences thereof.

18. The Purchaser/s authorize/s the Developers to adjust/appropriate all payments made by him/her/it/they under any head(s) of dues against lawful outstanding, if any, in his/her/its/their name as the Developers may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Developers to adjust his payments in any manner whatsoever, such adjustments may include the receivables from the premises and, or, Sale Building being adjusted be towards any financing transactions undertaken by the Developers.

19. The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Purchaser/s , obtain from the concerned authority Occupancy Certificate/Part Occupancy Certificate in respect of the Premises

20. Time is of the essence for the Developers as well as the Purchaser/s. The Developers shall endeavour to abide by the time schedule for completing the Project and handing over the said Premises to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the Occupancy Certificate or the completion certificate or both. Similarly, the Purchaser/s shall make timely payment of the instalment and other dues payable by him and meeting the obligations under the Agreement for Sale subject to the simultaneous completion of construction by the Developers as provided at Clause [5] above.

21. The Developers hereby declares that the Floor Space Index available as on date in respect of the project land is 9,020 square meters only and Developers has planned to utilize Floor Space Index of 12,000 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 Developers has disclosed the Floor Space Index of 12,000 as

proposed to be utilized by him on the project land in the said Project and Purchaser/s has agreed to purchase the said premises based on the proposed construction and sale of Premises to be carried out by the Developers by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developers only. **This Clause is of essence in this Agreement for Sale and only upon the Purchaser/s agreeing to the said conditions, the Developers have agreed to sell the said Premises to the Purchaser/s.**

22. The Purchaser/s agree/s that if any additional or further FSI accrues on the Project Land or if there is any further development potential on the Project Land, the same will accrue to the Developers and the Purchaser/s hereby consent/s that the Developers shall utilise the same for their benefit and in the manner as it may deem fit to the Developers. Therefore, in case there is further development potential on the Project Land, the Purchaser/s hereby unconditionally agree/s and consent/s that the Developers shall utilise the said FSI available and undertake further construction on the Project Land for their benefit.

23. The Developers have represented to the Purchaser/s that they have created a mortgage/charge over the said Project in favour of Aditya Birla Housing Finance Limited against loans obtained from the said financial institution, and that the original development agreement in respect of the said Project Land has been deposited with Aditya Birla Housing Finance Limited as security. The Developers have further represented to the Purchaser/s that they have obtained a No Objection Certificate (NOC) from Aditya Birla

Housing Finance Limited for the release of the said Premises proposed to be purchased by the Purchaser/s under this Agreement. A copy of such NOC is annexed hereto as Annexure I. If the Developers fail to abide by the time schedule for completing the said Project and handing over the said Premises to the Purchaser/s on account of reasons not attributable to the Developers, It is further agreed that in the event the Developers fail to adhere to the time schedule for completion of the said Project and handing over possession of the said Premises to the Purchaser/s due to reasons beyond the control of the Developers and not attributable to any default on their part, the Developers shall be entitled to an extension of time for completion of the said Project and delivery of possession of the said Premises. The Purchaser/s hereby grants his/her/their/its unconditional consent for such extension.

24. The Purchaser/s agree/s with the Developers that the Developers shall give possession of the said Premises to the Purchaser/s on or before 31<sup>st</sup> December, 2027 subject to force majeure as provided herein.
25. The Purchaser/s further agree/s that the Developers shall not be liable for any delay in delivery of the said Premises and shall be entitled to extension of time for giving delivery of the said Premises on the stipulated date on account of any of the force majeure as which includes but is not limited to the instances mentioned below:
  - i) war, civil commotion and/or any other act of God

- ii) any notice, order, rule, notification of the Government and/or other public or competent or regulatory authority/court.
- iii) any period where actual work could not be carried out by the Developers as per the sanctioned plan due to a specific stay or injunction orders relating to the Project from any court of law or tribunal, competent authority, statutory authority, high power committee etc.

26. If the Developers fails to abide by the time schedule for completing the Project and handing over the Premises to the Purchasers, the Developers agrees to pay to the Purchasers, who does not intend to withdraw from the project, interest as specified in the RERA Rules, (currently at SBI MCLR + 2%), on all the amounts paid by the Purchasers, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Developers interest as specified in the RERA Rules (currently at SBI MCLR + 2%), on all the delayed payments which become due and payable by the Purchaser/s to the Developers under the terms of this Agreement for Sale from the date on which the said amount is payable by the Purchaser/s to the Developers.

27. Accordingly, it is mutually agreed between the Purchaser/s and the Developers that in the event of the Purchaser/s committing any delay in paying any installment of the Consideration Value then and in that event, the Developers shall give 15 (fifteen) days' notice to the Purchaser/s to pay all the outstanding amounts together with fresh installments (if the same becomes due and payable). Part payment of the installment i.e. either partial payment of the

installment due or the failure on the part of the Purchaser/s to make payment of the charges, levies or taxes on such installment shall also be deemed to mean a failure to make payment of the installment and would be considered as default. Further the Developers may at its sole discretion without prejudice to its other rights, charge cheque dishonour charges as charged by the bank for dishonour of payment instruction in the first such instance of dishonour, and for every subsequent instance, the Developers shall be entitled to recover cheque dishonour charges in addition to interest at the interest rate specified for delayed payment.

28. Without prejudice to the right of the Developers to charge interest in terms of Clause [26] above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developer under this Agreement for Sale (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of installments, the Developers shall at its own option, may terminate this Agreement for Sale
29. Provided that prior to such termination proceedings being initiated by the Developers the Developers shall give 15 (fifteen) days' notice in writing to the Purchaser/s by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement for Sale and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement for Sale. Such notice shall be sent by the Developer to

the Purchaser/s requesting them to pay all the outstanding amounts together with fresh instalments (if the same becomes due and payable). If the Purchaser/s 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 for Sale.

30. Upon termination of the Agreement for Sale in the manner specified above, the Developers shall refund the Purchaser (subject to the recovery of the liquidated damages (i.e. Booking Amount) or any other amounts that may be payable to the Developers as specified in this Agreement for Sale) within 30 days of the termination, the instalments of Consideration Value of the Premises, which may have already been paid by the Purchaser.
31. If the Purchaser/s fails to pay the entire outstanding amounts to the Developers within the time prescribed, then the Developers shall be entitled to terminate this Agreement for Sale and all legal consequences as per the RERA Act and the Rules thereunder and as per what is stated herein shall follow and the Developers shall thereafter be allowed to resell the said Premises to any third party. In such event, the Developers shall be entitled to (i) retain: the Booking Amount mentioned at Clause [5] as and by way of agreed liquidated damages paid by the Purchaser/s; and (ii) the Developers is entitled to recover the loss occasioned to it on account of the cancellation/termination of this Agreement for Sale from the Purchaser/s. The refund by the Developers shall be subject to deduction of all costs, charges, expenses, losses including amount of brokerage, the repayment of the loan amounts

and interest and other charges and penalties payable under the terms and conditions of this Agreement for Sale and under the terms and conditions of the mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in case of the mortgage of the said Premises. In case of such termination, the Stamp Duty, Registration charges and all taxes including but not limited to GST paid by the Purchaser/s shall not be refunded by the Developers before returning / refunding the balance amount to the Purchaser/s without being liable to pay any interest on such refunded amount. In addition to the abovementioned liquidated damages and the amounts deducted above, the Purchaser/s agree and undertake that in case upon reselling the said Premises, the Developers receive a consideration amount lesser than the Consideration Value and all amounts payable by the Purchaser/s for the said Premises under this Agreement for Sale including but not limited to those set out at Clause [49] of this Agreement for Sale, the Developers are entitled to recover the loss occasioned to it on account of the cancellation/termination of this Agreement for Sale from the Purchasers. The Purchaser/s confirms and warrants that the Liquidated Damages is a genuine pre- estimate of the loss or damage that is likely to be suffered by the Company on account of breach of the terms of this Agreement by the Purchaser/s and has been arrived at having regard to inter alia the cost of construction, the cost of funds raised by the Company, the ability or inability of the Company to resell the Unit, including losses due to brokerage/ marketing spend, delay in receiving money towards the Unit and the possibility of loss of value of the Unit on resale, among others. The Purchaser/s hereby further agrees, acknowledges and

accepts that the liquidated damages are not penal and essentially in the nature of guarantee by the Purchaser/s to fulfill and abide by the terms and conditions contained hereunder, including all payment related terms and conditions, and the Developers will be entitled to adjust the Booking Amount as liquidated damages as earnest money under this Agreement for Sale in case of any failure / non-compliance on the part of the Purchaser. Forfeiture of Booking Amount as liquidated damages is for the sole purpose of reasonably compensating the Developers for the loss or damage that is suffered / likely to be suffered by the Developers on account of breach / contravention of the terms of this Agreement for Sale by the Purchaser/s. The Purchaser/s hereby waives his right to raise any objection to the payment or determination of liquidated damages in the manner and under the circumstances set out herein or otherwise contending to the contrary.

32. It is also hereby agreed between the Parties that non-availability of loan from financial institution shall not be considered to be a reason for defaulting in making payment of the instalments or payment towards the Consideration Value mentioned hereinabove or any other amount as payable under this Agreement for Sale including but not limited to the amounts set out at Clause [49] of this Agreement for Sale.

33. It is further agreed by the Parties hereto that part payment of any instalment or a failure to make payment of the other levies, charges, demands or taxes payable on such instalment shall be construed to be a default in the payment of the said instalment. The Purchaser/s hereby agree/s and confirm/s to the aforesaid

arrangement and agrees to sign all necessary documents in this regard and not to dispute or raise any objection against the Developers or any Order or judgment that shall be passed against the Purchaser/s in law. In the event of such termination, the Developers shall be entitled to resell the said Premises to such third person / party without recourse to the Purchaser/s and/or the financial institution of the Purchaser/s, as the Developers may deem fit, necessary and proper and recover and appropriate to themselves the entire Consideration Value and other amounts that shall be received from such resale.

34. The Purchaser/s agree/s that the Developers shall have first lien and charge on the said Premises agreed to be purchased by the Purchaser/s in respect of any consideration amount mentioned herein or any other charges remains unpaid by the Purchaser/s under the terms and conditions of this Agreement for Sale.

35. The Developers, upon obtaining the Occupancy Certificate from the Competent Authority and subject to the payment being made by the Purchaser/s as per this Agreement for Sale, shall issue a letter in writing stating that the Premises is ready for possession and calling upon the Purchaser/s to take the possession of the Premises in terms of this Agreement for Sale ("**Possession Demand Letter**"). The Purchaser/s shall take possession of the Premises within 15 (fifteen) days of the written notice from the Developer to the Purchaser/s intimating that the said Premises are ready for use and occupancy. The Developer agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The

Purchaser/s agree/s to pay the maintenance charge, property tax and all other taxes, charges and expenses (as more particularly set out at Clause [49] of this Agreement for Sale) associated with the said Premises as determined by the Developers or proposed Ultimate Organization as the case may be from the date of the Occupancy Certificate/Part Occupancy Certificate.

36. In the event the Purchaser/s fail/s and/or neglect/s to take possession of the said Premises within 15 (fifteen) days from the date of the Possession Demand Letter the Purchaser/s shall be liable to pay upkeep charges to the Developers at the mutually agreed rate of INR [•]/- (Indian Rupees[•]) per square feet of the carpet area per month or part thereof from the expiry of the aforesaid period of 15 (fifteen) days till such time the Purchaser/s take/s possession of the said Premises. The amounts payable by the Purchaser/s pursuant to this Clause shall be in addition to the Maintenance Charges, property tax and the other charges mentioned hereinabove. Notwithstanding the aforesaid, it shall be deemed that the Purchaser/s has/have taken possession of the said Premises on the expiry of 15 days from the date of the Possession Demand Letter and the Purchaser/s shall alone be responsible/liable in respect of any loss or damage that may be caused to the said Premises and after this date the Developers shall not be responsible for the same.

37. Upon receiving a written intimation from the Developers, the Purchaser/s shall make the necessary payments as per the

Possession Demand Letter and simultaneously take possession of the said Premises from the Developers by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Developers, and the Developers shall give possession of the said Premises to the Purchaser/s only upon execution of these documents by the Purchaser/s. In case the Purchaser/s fail/s to take possession within the time provided herein, such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

38. The Developer should be entitled for extension of time on account of the following conditions and events: earthquake, fire, riot, strikes, pandemic, natural calamity etc., non-availability of steel, cement and other building materials, water or electric supply or water connection or electricity connection from the Corporation / B.E.S.T or any other supply chain / shortage issues; non-payment /delayed payments of the amount by the Purchaser/s of project on due-dates; any suit, action, litigation, appeal, Writ Petition, dispute restraining the development of the said Project Land; any change in any law, notification and regulation relating to the development of the said Project Land by Local Authority including MHADA; any delay that may be caused by MHADA, due to any policy matter; and, or, any delay on the part of Government, Semi Government, Revenue Authority, Local Authority by Local Authority including MHADA or any other Authority in granting the necessary permission, sanction, NOC, consent, No Dues or any other permission/letter that may be required by the Developers from time to time.

39. The Purchaser/s shall use the said Premises only for residential purpose and for no other purpose. The Purchaser/s shall use the parking space only for purpose of keeping or parking vehicle including 2 wheelers or 4 wheelers only. The vehicles should be parked only in the space allotted to the Purchaser/s by the Developer and shall not be parked anywhere else in the open space in the compound.

40. The Purchaser/s undertake/s and agree/s with the Developers that he/she/it/they shall be entitled to the said Premises only and shall not have any right whatsoever as far as the remaining Premises(s) or any other common areas (except those rights that may accrue through membership into an Ultimate Organization created for the Premises) in the said Project which shall be dealt with by the Developers at its sole discretion.

41. If within a period of 5 (five) years from the date of handing over the Premises to the Purchaser, the Purchaser/s brings to the notice of the Developer any structural defect in the Premises or the Sale 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 Developer at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under RERA. However, in the event any such defect is caused due to any works or repairs interior or exterior undertaken by the Purchaser/s on the Premises, the Developer shall not be

liable for to rectify or compensate for the same per the terms of this Clause [41] and this Agreement for Sale.

42. The lease of the said Project Land is given by MHADA for 90 (ninety) years from 1<sup>st</sup> April, 1980 in favour of the said Prabhadevi Indraprastha Co-op Housing Society Ltd. and therefore the Lease shall continue to remain in the name of the said Prabhadevi Indraprastha Co-op Housing Society Ltd. (which will hereinafter referred to as the "**Federation**"). It has been decided that for the purpose of separate administration of the Sale Building and the Rehab Building, 2 (two) separate "Ultimate Organizations" would be formed, one would be for Sale Building and another would be for Rehab Building (hereinafter referred to as the "**Sale Building Ultimate Organization**" and the "**Rehab Building Ultimate Organization**") for the purpose of this Agreement for Sale and all matters pertaining thereto, the term Ultimate Organization would mean and include, any company/ condominium/ society/ other permissible legal entity to be formed in respect of the Sale Building and the Rehab Building on the Project Land as the case may be). Further, the members of the said two newly formed Ultimate Organizations i.e. Sale Building Ultimate Organization and Rehab Building Ultimate Organization would only continue as members of the said Federation namely Prabhadevi Indraprastha Co-op Housing Society Ltd. If required, necessary application for modification, amendment or changes of bye-laws of Prabhadevi Indraprastha Co-op Housing Society Ltd. i.e. the Federation will be made upon completion of the Project. Four nominees each of both the newly formed Ultimate Organizations would comprise of office-

bearers and/or managing committee members of the Federation.

After completion of the Project and formation of two new Ultimate Organizations, a Memorandum of Understanding ("MOU") would be arrived at between the Federation i.e., Prabhadevi Indraprastha Co-op Housing Society Ltd and the two newly formed Ultimate Organizations representing the Sale Building and Rehab Building.

The Developers shall be a confirming party to the MOU. The MOU would also specify the rights of both the newly formed Ultimate Organizations and its members, on the land and the ratio of future potential FSI to be distributed between both the Ultimate Organizations. In order to ensure that, all members of the Sale Building Ultimate Organization also become members of the Federation, the members of the Sale Building Ultimate Organization shall be issued certificates in the Federation and the present 72 members of the Federation would continue their share certificates and membership rights and in turn would be issued new shares certificates of the newly formed Ultimate Organizations for the Rehab Building. In the alternate, if permissible in law, the two Ultimate Organizations which would be newly formed together with 4 nominees from each of the Ultimate Organization would become member of the present Prabhadevi Indraprastha Housing Society. In that case, the present members of the Prabhadevi Indraprastha Housing Society would surrender their share certificates and would only hold share certificates of the Rehab Building Ultimate Organization.

43. The Purchaser/s along with other Purchaser/s of premises in the Sale Building shall join in forming and registering the Sale Building

Ultimate Organization of Purchaser/s and for this purpose shall from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the Ultimate Organization and for becoming a member, including the byelaws of the proposed Ultimate Organization and duly fill in, sign and return to the Developers within 7 (seven) days of the same being forwarded by the Developers to the Purchaser/s , so as to enable the Developers to register the Ultimate Organization with respect to Sale Building. No objection shall be taken and no consent shall be required to be taken from the Purchaser/s if any changes or modifications are made in the draft bye-laws, as may be required by the registrar of co-operative societies or any other competent authority. The Developers shall submit the application of registration of Sale Building Ultimate Organization as a co-operative housing society or a company or any other legal entity, within 3 months from the date of which fifty-one percent of the total number of purchasers in such a Sale Building have booked the premises in the Sale Building.

44. The Purchaser/s hereby acknowledge(s) and agree(s) that the Developer would, subject to his right to dispose of the remaining premises in the Sale Building, if any, execute the conveyance of the structure of the Rehab Building and the Sale Building in favour of the Ultimate Organization of Rehab Building and Ultimate Organization of Sale Building respectively within 3 (three) months from grant of Occupancy Certificate with respect to the last of the Building. As mentioned in Clause [42] above, the Project Land shall continue to remain in the name of the Federation, which will be the

apex body and which is already in existence and therefore, there may not be necessity of forming of any separate apex body and/ or executing any conveyance/ assignment in the matter. However, if the MHADA authority insists or if the MHADA/ other local authority requires, the formal deed of assignment shall be executed in favour of the Federation within such time as the said authority calls upon the Federation to do so.

45. The Purchaser/s hereby agree(s) that he/she/they/it has/have understood the provisions of Clause [42 to 44] and hereby gives his/her/their/it's unequivocal consent for the same. The Purchaser/s hereby agree(s) and confirm(s) that till the handover of the affairs of the Sale Building Ultimate Organization, Rehab Building Ultimate Organization consisting members of the Rehab Building and till the formalities with respect to membership of both these Ultimate Organizations in the Federation is not completed, the Purchaser/s shall continue to pay all the maintenance, outgoings as imposed by local authorities and / or concerned authorities and proportionate charges to the Developers as the case may be from time to time and the same is subject to right of the Developers to dispose of the remaining unsold premises in the Building. The Purchaser/s also hereby agree and undertake that the along with the other Purchaser/s of premises in the Sale Building and fellow members of the Sale Building Ultimate Organization / Federation, the Purchaser/s shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies, Taxes and administrative expenses for any Sale Building Conveyance and, or, Federation Conveyance as the case

may be or any other document whereby the ownership rights of the Sale Building Project Land is transferred to any Ultimate Organization or Federation. Further, the Purchaser/s shall pay all costs and charges associated with the costs of membership into the Ultimate Organizations / Federation including formation documents, preparing, stamping, registering and all other deeds and documents thereof will be borne by the Purchaser/s.

46. Separately, the Purchaser/s accepts and acknowledges that, in the event the aforementioned structure as contemplated at Clauses [42 to 44] is not viable due to legal reasons or otherwise, the Developers will do all necessary actions to ensure that the Purchaser/s is ensured its rights in accordance with the provisions of RERA. Accordingly, the Purchaser/s agrees to cooperate with the Developer in the formation of and structuring of one or more such Federations / Ultimate Organizations as may be required and for this purpose shall from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of any Ultimate Organization structure as required by the Developer and for becoming a member, including the byelaws of the proposed Ultimate Organization and duly fill in, sign and return to the Developers within 7 (seven) days of the same being forwarded by the Developers to the Purchaser/s , so as to enable the Developers to register the required Ultimate Organization(s) structure with respect to Sale Building. No objection shall be taken and no consent shall be required to be taken from the Purchaser/s if any changes or modifications are made in the draft bye-laws, as may be

required by the registrar of co-operative societies or any other competent authority.

47. The Developers may appoint a Facility Management Company (third party/agency) for the purpose of maintaining the Sale Building on such terms and conditions as may be deemed fit for a maximum period of 5 (five) years from the project completion date and the same shall be binding upon the Purchaser.

48. Within 15 (fifteen days) after notice in writing *vide* the Possession Demand Letter is given by the Developers to the Purchaser/s that the said Premises is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Premises) of outgoings in respect of the said Project Land and the Sale Building where the said Premises is situated 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 said Project Land and Sale Building/s from the date of Occupancy Certificate/ Part Occupancy Certificate. Until the Sale Building Ultimate Organization, Rehab Building Ultimate Organization are formed and the affairs thereof are handed over by the Developers to the Federation and the two newly formed Ultimate Organizations in accordance to MOU as mentioned in Clause [42] hereinabove, the Purchaser/s shall pay to the Developers such proportionate share of outgoings as may be determined by the Developers. The Purchaser/s further agrees that

till the Purchaser's share is so determined the Purchaser/s shall pay to the Developers provisional monthly contribution per month towards the outgoings as determined by the Developers in advance initially for a period of 12(twelve) months of INR [•](Indian Rupees [•]) per month for outgoings. The amounts so paid by the Purchaser/s to the Developers shall not carry any interest and remain with the Developers until formation of the Sale Building Ultimate Organization, Rehab Building Ultimate Organization and the handover of the affairs by the Developers. Upon handover, the aforesaid deposits (less deduction provided for in this Agreement for Sale) shall be paid over by the Developers to the Sale Building Ultimate Organization with respect to amount as received from the Purchaser/s of premises in Sale Building. For avoidance of doubt, in the event there is a deficiency in the amounts with regards to the outgoings, paid by the Purchaser/s to the Developers till such time as the Sale Building Ultimate Organization is formed, the Purchaser/s shall pay such additional provisional amounts to the Developers as may be requested and the same shall be adjusted upon handover.

49. The Purchaser/s shall on or before delivery of possession of the said Premises keep deposited with the Developers, the following proportionate amount as may be determined by the Developers:

Sr. No.	Charges	Amount

Sr. No.	Charges	Amount
<b>Amounts payable on or before possession of the Premises</b>		
1.	<b>Land Under Construction (LUC)reimbursement</b>	INR [•]/- (Indian Rupees [•])
2.	<b>Electricity Deposit Reimbursement</b>	INR [•]/- (Indian Rupees [•])
3.	<b>Provisional Electricity Charges</b> (if applicable) covering a period of 4 (four) months from date of offer of possession of the Premises.	INR [•]/- (Indian Rupees [•])
4.	<b>Utility connection</b> and related expenses.	INR [•]/- (Indian Rupees [•])
5.	<b>Pipes Gas</b> connection and related expenses (if applicable).	INR [•]/- (Indian Rupees [•])
6.	<b>Sale Building Common Area</b>	INR [•]/- (Indian Rupees

Sr. No.	Charges	Amount
	<b>Maintenance Charges</b> , (estimated amount, payable on actuals) for a period covering [•] months from date of offer of possession of the Premises.	[•]) per month
7.	<b>Federation Charges</b>	INR [•]/- (Indian Rupees [•]) per month
8.	<b>Property Tax</b>	INR [•]/- (Indian Rupees [•])
9.	<b>Formation of the Sale Building Ultimate Organization</b> , amounts payable towards the formation of the Sale Building Ultimate Organization	INR [•]/- (Indian Rupees [•])
10.	<b>Share Application money for the membership to the Sale Building Ultimate Organization</b> amounts payable towards the membership in the Sale Building Ultimate	INR [•]/- (Indian Rupees [•])

Sr. No.	Charges	Amount
	Organization	
11.	<b>Development Charges</b>	INR [•]/- (Indian Rupees [•]) per square meter.
12.	<b>Legal charges and expenses</b>	INR [•]/- (Indian Rupees [•])
13.	<b>Building Protection Deposit:</b> (refundable, if there is no violation of guidelines in respect of execution of fit outs of interior works of the Premises)	INR [•]/- (Indian Rupees [•])
<p>All amounts stated hereinabove are exclusive of indirect Taxes (including but not limited to service tax, MVAT, GST, stamp duty etc.) and all such indirect Taxes/levies have to be borne and paid by the Purchaser/s separately immediately upon the same being demanded by the Developers.</p> <p><b>Certain amounts set out above are indicated as estimates, in the event there is any shortfall in such amounts the Purchaser/s are liable to pay the same on demand by the Developers.</b></p>		

50. It is agreed by the Purchaser/s that once the utilities are supplied at the said Premises, even if in the unforeseen circumstances that the separate meter could not be provided for the said utilities, then in such circumstances, the Purchaser/s shall be bound and liable to pay his/her/their/it's their proportionate share of utilisation of utilities in the said Premises. The Purchaser/s shall not be entitled to allege or claim that till the meter is not transferred in his/her/its/their name/s, he/she/it/they shall not pay for the same.

51. At the time of registration of assignment of Lease, if any, and conveyance of the structure of the Sale Building, the Purchaser/s shall pay to the Developer, the Purchaser's share of stamp duty and registration charges payable, by the said Ultimate Organization and / or Federation for assignment of lease or any document or instrument of transfer in respect of the structure of the said Sale Building. At the time of registration of assignment of lease of the Project Land, the Purchaser/s shall pay to the Developers, the Purchaser's share of stamp duty and registration charges payable, by the said Sale Building Ultimate Organization or Federation on such assignment of lease of any document or instrument of transfer in respect of the structure of the said building to be executed in favor of the Sale Building Ultimate Organization or Federation, as the case may be.

52. The Developers hereby represents and warrants to the Purchaser/s as follows:

i. The Developers are exclusively entitled to develop the said Project Land and are having clear and marketable titles

declared in the Title Report attached at **Annexure “B” (Title Report)** to this Agreement for Sale and have the requisite rights to carry out development upon the said Project Land and also has actual physical and legal possession of the said Project Land for development of the said Project Land.

- ii. The Developers have lawful rights and requisite approvals from the competent authorities to carry out development of the said Project Land and shall obtain requisite approvals from time to time to complete the development of the said Project Land, whenever required to do so.
- iii. There are no encumbrances upon the Project Land or the Project, except the loans taken for the Project which have been duly declared in accordance with applicable law on the RERA website.
- iv. As on the date of this Agreement for Sale, there are no litigations pending before any Court of law with respect to the project land or Project.
- v. All approvals, licenses and permits issued / to be issued by the competent authorities with respect to the said Project Land and said Sale Building are valid and subsisting and have been obtained / shall be obtained by following due process of law and the Developers have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project Land, Sale Building and common areas.

- vi. The Developers have the right to enter into this Agreement for Sale and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.
- vii. The Developers have not entered into any agreement for sale / [development agreement] or any other agreement / arrangement with any person or party with respect to the said Premises, [Project Land, Project], which will, in any manner affect the rights of Purchaser/s under this Agreement for Sale.
- viii. The Developers confirm that the Developers are not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated in this Agreement for Sale.
- ix. At the time of execution of the conveyance of the structure to the Sale Building Ultimate Organization as contemplated in this Agreement for Sale the Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the Sale Building to the Sale Building Ultimate Organization.
- x. The Developers have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions premiums, damages and/or penalties and other outgoings,

whatsoever, payable with respect to the said Project Land 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 Developers in respect of the Project Land and/or the Project.

53. The Purchaser/s with intention to bring all persons into whosoever's hands the said Premises may come, hereby covenant/s with the Developers as follows:-

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

However, in case the Purchaser/s intends to make any change/alter or make addition in or to the said Premises as contemplated in this Clause prior to handover by the Developers of the affairs of the building to the Sale Building Organisation, the Purchaser/s shall, in addition to the consent of the local authorities, if required, be also required

to take consent of the Developers prior to making any of the changes/alterations as contemplated herein.

- ii. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Sale Building in which the said 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 Sale Building in which the said Premises is situated, including entrances of the Sale Building in which the said Premises is situated and in case any damage is caused to the Sale Building in which the said Premises is situated or in case of damage to the other Premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- iii. To carry out at his/her/its/their own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Developers to the Purchaser/s and not to do or suffer to be done anything in or to the Sale Building in which the said Premises is situated or to the said 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/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible

and liable for the consequences thereof to the concerned local authority and/or other public authority. **The Developers shall not in any manner be liable for any of the defaults committed by the Purchaser/s as mentioned hereinabove.**

- iv. Not to demolish or cause to be demolished the said 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 said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Sale Building in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said 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 Sale Building in which the said 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 said Premises without the prior written permission of the Developers and/or the Sale Building Ultimate Organization.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land and the Sale Building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. **Not to hang clothes, garments or any other item or any other item or thing from the balconies windows or terraces**

appurtenant to the said Premises or any other place, save and except in the areas designated for the purpose.

- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Project Land and the Sale Building in which the said Premises is situated.
- viii. Pay to the Developers/Sale Building Ultimate Organization within 15(fifteen)days of demand by the Developers/Sale Building Ultimate Organization, his/her/their/it's share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the Sale Building in which the said Premises is situated.
- ix. 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 user of the said Premises by the Purchaser/s for any purposes other than for purpose for which it is sold.
- x. The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement for Sale or part with the possession of the said Premises until all the dues payable by the Purchaser/s to the Developers under this Agreement for Sale are fully paid up and also after obtaining permission from the Sale Building Ultimate Organization.

xi. The Purchaser/s shall observe and perform all the rules and regulations which the Sale Building Ultimate Organization and the Federation and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Project, the Sale Building where the said Premises is situated and the said Premises therein and for the observance and performance of the Rules, Regulations and Bye-laws with respect to the said Project for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Sale Building Ultimate Organization and the Federation regarding the occupancy and use of the said Premises in the said Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement for Sale.

xii. The Purchaser/s shall, at all times, till an assignment of the structure of the Sale Building in which the Premises is situated is executed in favor of Sale Building Ultimate Organization, the Purchasers, permit the Developers and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project Land or any part thereof to view and examine the state and condition thereof.

xiii. As agreed upon, the Developers have clearly specified that they are would give possession of the said Premises in a

bare-shell or raw form. Bare-shell form means RCC structure along with external windows, façade, railings and internal walls. Main doors and electric supply to the said Premises along with ELCB/MCB would be provided by the Developers. The Purchaser/s would not change the position of any toilets as approved by MHADA in the drawings and necessary water-proofing for the sunken portion of the toilet and kitchen area of the said Premises would be carried out by the Developers. There would be separate toilet for servants at mid-landing of every floor which would be considered as common area of the Sale Building Ultimate Organization and not as part of the premises.

xiv. The Purchaser/s would not be entitled to cover the deck/balcony in any way and also will not be permitted to change or alter the windows in any manner whatsoever without permission of the Developers. Safety grill from outside in any window will not be permitted. The Purchaser/s may install safety collapsible grills from inside the Premises.

xv. Before carrying out the interior work in the said Premises, the Purchaser/s shall submit the proposed interior work drawings and obtain a written consent from the Developers and shall give full details of the nature of interior work to be carried out in the said Premises along with the plans of the proposed interior works. The Purchaser/s shall also deposit with the Developers an interest free refundable security deposit of such amount as the Developers may demand. During the course of the Purchaser/s carrying out the said

interior work if there is any damage to the said Premises or to the said Sale Building where the said Premises is situated or to any of the open areas or other buildings in the said Project or if the interior work interferes or damages any of the RCC members of the said Sale Building or is not in accordance with law or the permission given by the Developers or is in contravention of the rules and regulations of the MHADA or other concerned authorities, then the Developers shall have full right and absolute authority to remove /demolish such work as may be in contravention as mentioned hereinabove and to restore the said Premises / building /open spaces in their original form at the entire cost, risk and expense of the Purchaser/s and deduct all costs, expenses, losses that shall be suffered or incurred in this regard from and out of the said refundable deposit. Similarly, if there is no damage or contravention while carrying out the interior work in the said Premises, upon the completion of all the interior works, the Developers shall refund (without interest) the said security deposit to the Purchaser/s.

xvi. The Purchaser/s is/are aware that the Developers are required rectify structural defects or any other defect in workmanship, quality, provision of services, as per the Act and the Rules. However, if, as a result of any work, addition, alteration, amendment and changes made by the Purchaser/s , there is any damage to any adjoining Premises or any Premises above or below the said Premises or abutting the said Premises or to any portion of the said

Project, then the Purchaser/s shall be liable and responsible to carry out the necessary repairs to all such Premises or any part of the said Project as may be required under the Act and the Rules and the Developers shall be absolved of the obligation and the responsibility under the Act and Rules. Such defect liability would be for a period of 5 (five) years from the date of Occupation Certificate.

xvii. Similarly, if as a result of any addition, alteration or changes carried out by the Purchaser/s to his/ her/ Premises, if the MHADA or any other Authority adopts any action either against the Developers or the said Sale Building/Project, then the Purchaser/s alone shall be liable and responsible for all such actions in law. The Developers shall have further rights to adopt such action against the Purchaser/s including that of termination of this Agreement for Sale and /or recovery of compensation as the Developers may be entitled under the Act and Rules.

xviii. To carry out at his/her/their/ own cost, charges and expenses, all internal repairs to the said Premises and maintain the said Premises in the same condition, set and order in which it was delivered by the Developers to the Purchaser/s and shall not do or suffered to be done anything in / to the Sale Building or the said Premises which may contravene the rules, regulations and bye-laws of the Sale Building Ultimate Organization/ Federation concerned local authority or nor cause any alterations in elevation or outside colour scheme of the said Sale Building/s in which the said

Premises is situated and shall also keep the sewers, drains, pipes of the said Premises or appurtenances thereto in good and tenantable conditions so as to support or protect the other parts of the Sale Building in which the said Premises is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs, RCC, pardis, or other structural changes in the said Premises without prior written permission of the Developers or the Sale Building Ultimate Organization as the case may be.

xix. The Purchaser/s shall not store any of his/her/their/it's materials, belongings, and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings, etc.

xx. The Purchaser/s shall not use the passenger lifts for transporting the furniture and other construction material to his/her/their/it's Premises. All such transportation shall be done using either the service lift or the staircase only.

xxi. The Purchaser/s shall carry out the interior work only within the time as stipulated and prescribed by the Developers.

xxii. The Developers, in the elevation, have provided place for A/C ducts and other fittings in the Premises. The Purchaser/s shall not install any Air Conditioner or any other installations in the place where it has not been provided for. By no means shall the Purchaser/s carry out any interior work in the said Premises which affects the elevation of the said Sale Building and the color scheme of the same. The

Purchaser/s shall also not install any grills/installations which will affect the symmetrical elevation of the Sale Building.

xxiii. The Developers have informed the Purchaser/s that with a view to maintain the aesthetics and elevation of the Sale Building, the Purchaser/s are not permitted to install the railings/grill or any other fixtures that would in any way compromise the aesthetics of the Sale Building. Similarly, the Purchaser/s shall install the Dish Antenna for the Set Top Box on the common Terrace on the Top Floor only in the area specifically earmarked for the said purpose. Similarly, for any other new/additional facility/service/s, including but not restricted to broadband/internet services, should the Purchaser/s require to install any Instrument/Receiver/Dish either outside the said premises or on the Top Terrace, then the Purchaser/s shall install such Instrument/Receiver/Dish, only after obtaining the written consent from the Developers in the manner and at the location identified and approved by the Developers.

xxiv. The Lift facility in this Project shall be used as per rules of the Management of the Sale Building Ultimate Organization which may be formed for the management of said Building/s/Complex. It is to be economically and efficiently used. The Purchaser/s as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Developers. Therefore, during the use of the lift and even as a result of

any defect or otherwise, if anyone is injured or any damage occurs, then the Developers/ Sale Building Ultimate Organization shall not become responsible for it at any stage and the Purchaser/s or his/her/their employees/heirs etc. shall not demand/shall not be entitled to demand such damages/compensation from them and the Purchaser/s hereby give his/her/their assurance and consent to such effect.

xxv. The Purchaser/s further undertake/s, assure/s and guarantee/s that he/she/it/they would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the said Project, buildings or Common Areas. The Purchaser/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Purchaser/s shall not store any hazardous or combustible goods in the said Premises or place any heavy material in the common passages or staircase of the Sale Building where the said Premises is situated. The Purchaser/s shall also not remove any wall, including the outer and load bearing wall of the said Premises. The Purchaser/s shall plan and distribute his/her/its/their electrical load in conformity with the electrical systems installed by the Developers and thereafter the Sale Building Ultimate Organization shall manage and upkeep the same. The Purchaser/s shall be responsible for any loss or

damages arising out of breach of any of the aforesaid conditions. The Purchaser/s further covenants with the Developers and through them with the Purchaser/s of the other Premises in the said Project that he/she/it/they at any time shall not demolish or caused to be demolished any structure in the said Project or any part or portions of the same nor will he/she/it/they at any time make or caused to be made any new construction of whatsoever nature on or in the said Project or any part thereof nor will make any additions or alterations in or to the said Premises or said Sale Building and balcony or gallery in the front without previous consent of the MHADA / Concerned Authority or the Developers or the said Ultimate Organization or any such association of persons, as the case may be. The Purchaser/s from the date of possession will maintain the lift, water pump, fire-fighting equipment and other assets provided by the Developers at their own cost and the Developers will not be held responsible and liable for the same in any manner whatsoever.

xxvi. The Purchaser/s of the said Premises will not transfer or assign interest or benefit of this Agreement for Sale until all the dues payable by the Purchaser/s to the Developers under this Agreement for Sale are fully paid up and even after such payment, only if the Purchaser/s has/have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement for Sale and until the

Purchaser/s has obtained the Developers' consent in writing to the same.

xxvii. Not put or place flowerpots, Vases or any plantations outside the Windows /common lobby/passage or on the grills attached to the windows/balconies.

54. The Developers can display their Company name/Logo and put neon sign/hoarding/Display at the suitable place of the said Sale Building without being liable to pay any compensation and/ or outgoings and the Purchaser/s Sale Building Ultimate Organization, Rehab Building Ultimate Organization and the Federation will not object it. The Developers/its agents shall be allowed to enter into the said Project Land at all reasonable times for the maintenance of the said sign/hoarding/display put at the suitable place of the said Sale Building.

55. The Developers shall maintain a separate account in respect of sums received by the Developers from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Sale Building Ultimate Organization, Rehab Building Ultimate Organization and the Federation or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

56. The Developers may become a member of the Sale Building Ultimate Organization to the extent of all unsold and/or unallotted Premises, areas and spaces in the said Project.

57. All unsold and/or un allotted Premises, areas and spaces in the said Project including without limitation, other spaces anywhere in the Project which includes the car parking spaces available, shall always belong to and remain the property of the Developers at all times and the Developers shall continue to remain in overall possession of such unsold and/or un allotted Premises and shall be entitled to enter upon the said Project Land and the said Project to complete any unfinished construction work and to provide amenities and facilities as the Developers may deem necessary.

58. The Developers shall, without any reference to the Purchaser/s , the Sale Building Ultimate Organization, Rehab BuildingUltimate Organization and the Federation, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or un allotted Premises and spaces therein, as it deems fit. The Developers shall not be required to obtain any No Objection from the Purchaser/s, the Sale Building Ultimate Organization, Rehab BuildingUltimate Organization and the Federation for the same. The Developers shall be entitled to enter in separate agreements with the Purchaser/s of different Premises in the said Project on terms and conditions decided by the Developers in its sole discretion and shall without any delay or demur enroll the new Purchaser/s as member/s of the Sale Building Ultimate Organization. The Purchaser/s and / or Sale Building Ultimate Organization shall not claim any reduction in the Consideration Value and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, with respect to the unsold Premises, the

Developers shall not be liable to pay / contribute any amount on account of any charges / fund/ transfer charges *inter alia* including but not limited to the contribution payable to the Sale Building Ultimate Organization, Rehab BuildingUltimate Organization and the Federation towards the monthly maintenance and other outgoings towards the upkeep of the said Project provided for under the bye-laws, rules and regulations or resolutions of the Sale Building Ultimate Organization, Rehab Building Ultimate Organization and the Federation.

59. The Developers shall be entitled to allot car parking spaces to the Purchaser/s in the said Project at the sole discretion of the Developers. The said allotment shall be binding upon the Sale Building Ultimate Organization, Rehab BuildingUltimate Organization and the Federationincluding the Purchaser/s of the said Premises and other Purchaser/s in the said Project.

60. Nothing contained in this Agreement for Sale is intended to be nor shall be construed as a grant, demise or assignment in law, of other Premises or of the said Project Land and Sale Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them/it and all open spaces, parking spaces, lobbies, staircases, terraces, will remain the property of the Developers until the said structure of the Sale Building is transferred to the Ultimate Organization or other body and until the Project Land is transferred to the Federation as herein before mentioned.

61. After the Developers execute this Agreement for Sale it shall not mortgage or create a charge on the said 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/s who has taken or agreed to take such Premises.

62. Forwarding this Agreement for Sale to the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement for Sale 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/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchaser/s fails to execute and deliver to the Developer this Agreement for Sale within 30 (thirty) days from the date of its receipt by the Purchaser/s 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 Purchaser/s 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/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith shall be returned to the Purchaser/s without any interest or compensation whatsoever except for the booking amount which shall be treated as liquidated damages in accordance with the provisions of Clause [30] above.

63. This Agreement for Sale, 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 Project Land /building/Project/Premises, as the case may be.

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

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

66. If any provision of this Agreement for Sale shall be determined to be void or unenforceable under the said Act or the rules and/or regulations made thereunder or under any other applicable laws, such provisions of the Agreement for Sale shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement for Sale and to the extent necessary to conform to the said Act or the rules and/or regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement for Sale shall remain valid and

enforceable as applicable at the time of execution of this Agreement for Sale.

67. Wherever in this Agreement for Sale it is stipulated that the Purchaser/s has/have to make any payment to the Developer, in common with other Purchaser/s in the said Project and unless otherwise specified in this Agreement for Sale the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the Premises of the Sale Building in the said Project.
68. 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 for Sale 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.
69. The execution of this Agreement for Sale shall be complete only upon its execution by the Developers through the authorized signatory at the Developers' office, or at some other place, which may be mutually agreed between the Developers and the Purchaser/s. After the Agreement for Sale is duly executed by the Purchaser/s and the Developers or simultaneously with the execution, this Agreement for Sale shall be registered at the office of the sub-registrar.
70. The Purchaser/s and/or Developers shall present this Agreement for Sale at the proper registration office and the Purchaser/s and Developers will attend such office and admit execution thereof.

71. This Agreement for Sale supersedes any and all prior agreements, understandings or arrangements, whether written or oral including the Letter of Allotment dated [●], and any and all such prior agreements, understandings and arrangements shall, upon the execution and delivery hereof, be terminated and null and void, without further force and effect.

72. All notices to be served on the Purchaser/s and the Developers as contemplated by this Agreement for Sale shall be deemed to have been duly served if sent to the Purchaser/s or the Developers by registered post A.D or under certificate of posting at their respective addresses specified below:

Developers:

**Techno Freshworld LLP–**

[●]

Purchaser/s:

[●]

73. It shall be the duty of the Purchaser/s and the Developers to inform each other of any change in address subsequent to the execution of this Agreement for Sale 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 Developers or the Purchaser/s, as the case may be.

74. That in case there are joint Purchaser/s all communications shall be sent by the Developers to the Purchaser/s whose name appears first and at the address given by him/her/it which shall for all intents and purposes to consider as properly served on all the Purchasers.

75. The charges towards stamp duty of this Agreement for Sale shall be borne by the Developer. However, the registration charges of this Agreement of Sale shall be borne by the Purchaser.

76. 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 said RERA Act, Rules and Regulations, thereunder.

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

### **Schedule 1: Description of Project Land**

ALL THAT piece or parcel of land admeasuring 1601.25 Sq. mtrs. (approximated) and bearing Building No.41 having a Ground + Three Upper floors Structure situated at Adarsh Nagar, Worli Colony , Mumbai-400 030 and having City Survey No.209 (Pt) of Worli Division in the Registration Sub-District of Mumbai City and District of Mumbai. The above area of 1601.25 Sq. mtrs. is as per MHADB layout and there is an additional area of 421.87 Sq. mtrs. (known as Tit-Bit area) the total developable land area of 2023.12 Sq. mtrs.

On or towards the North: MHADA Layout Road / 13.40 meter DP Internal Road

On or towards the South : Hardikar Marg

On or towards the East : J. B. Temkar Marg

On or towards the West : (Garden) DP RG Plot

## **Schedule 2: Details of Premises**

1. **CUSTOMER ID:**
2. **Correspondence Address of Purchaser:**
3. **Email ID of Purchaser:**
4. **Project Details:**
  - a. Project Name:
  - b. RERA Number:
5. **Unit Details:**
  - a. Building Name:
  - b. Wing : N/A
  - c. Unit Number :
  - d. Floor:
  - e. Car Parking Space allotted:
  - f. Area of Premises: being [•] square feet ([•] square meters)  
plus the deck area being [•] square feet ([•] square meters)  
totalling [•] square feet ([•] square meters) or thereabouts  
carpet area as per RERA.

**Schedule 3: Common Areas**

Housiey.com

**Annexure A: Property Card**

**Annexure B: Title Report**

**Annexure C: Intimation of Disapproval**

**Annexure D: Commencement Certificate**

**Annexure E: RERA Certificate**

**Annexure F: Layout Plan of Premises**

**Annexure G-1: Layout Plan of the Project as approved by MHADA**

**Annexure G-2: Layout Plan of the Project as proposed by Developer**

**Annexure H: Amenities List**

**[The amenities provided in this list are indicative and the amenities that will be provided will be of same or similar quality, brand and price.]**

IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Agreement for Sale at [●] in the presence of attesting witness, signing as such on the day first hereinabove written.

**Signed, sealed and delivered** )

By the within named "**Developers**" )

Techno Freshworld LLP )

Through its partner, )

Mr. [●] )

In the presence of )

\_\_\_\_\_ )  
\_\_\_\_\_ )

**Signed, sealed and delivered** )

By the within named "**Purchaser/s**" )

In the presence of )

\_\_\_\_\_ )  
\_\_\_\_\_ )

**R E C E I P T**

RECEIVED OF AND FROM THE WITHINNAMED PURCHASER/S,  
MR./MRS/M/S [•], A SUM OF RS. [•]/-(RUPEES  
\_\_\_\_\_  
ONLY) BEING THE AMOUNT  
RECIEVABLE UPON EXECUTION OF THIS AGREEMENTFOR SALE  
TOWARDS THE WITHIN MENTIONED CONSIDERATION TO HAVE  
BEEN PAID BY THEM TO US.

WE SAY RECEIVED.

FOR TECHNO FRESHWORLD LLP

MR. \_\_\_\_\_

AUTHORISED PARTNER/S