

Note:

1. *This is a proforma of an Agreement for Sale which shall be modified as per the commercial understanding arrived at between the Parties (defined hereinafter).*
2. *Typographical errors/ clause referencing errors/spelling errors/language modifications/minor changes, if any shall be modified at the time of execution of the draft with a potential Allottee.*

AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) executed at Mumbai¹ on this _____ day of _____ in the Christian Year 20____

By and Between

WMI REAL ESTATE DEVELOPERS LLP (PAN – AACFW2534P), a limited liability partnership registered under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 10, Ashford Centre, Shankarrao Naram Path, Opposite Peninsula Corporate Park, Lower Parel, Mumbai 400013, , hereinafter referred to as “**Promoter 1**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title and assigns) of the **FIRST PART**;

AND

GROUND HOLDING BUILDCON PRIVATE LIMITED (formerly known as GROUND HOLDING BUILDCOM PRIVATE LIMITED) (PAN – AAJCG0443M), a company incorporated under the Companies Act, 2013, having its registered office at 603, C Wing, ONE BKC, C-66, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400051 represented by its Authorized Signatory, _____, hereinafter referred to as “**Promoter 2** ” (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors in interest and assigns) of the **SECOND PART**;

AND

¹ All insertions/ deviations from the RERA agreement are highlighted in yellow colour.

[If the Allottee/s is/are A compAny]²³

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, PAN _____), represented by its authorised signatory, _____, (Aadhar no. _____) duly authorised *vide* board resolution dated _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **THIRD PART**.

[OR]

[If the Allottee/s is/are A Partnership]

M/s _____,⁴ a partnership firm incorporated and registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorised partner, _____, (Aadhar no. _____) authorised *vide* _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **THIRD PART**.

[OR]

[If the Allottee/s is/are A Limited Liability Partnership]

_____, a limited liability partnership firm incorporated and registered under the provisions of the Limited Liability Partnership Act, 2008, having its principal place of business at _____, (PAN _____), represented by its authorised partner, _____, (Aadhar no. _____) authorised *vide* _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **THIRD PART**.

[OR]

[If the Allottee/s is/are An Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____

² Please insert details of other allottee(s), in case of more than one allottee

³ Please insert details in appropriate name clause post identification of legal status of Allottee and strikethrough the clause in the name clause which is not applicable

⁴ This has been added as the RERA agreement does not have a provision for a LLP to purchase a flat

_____, (PAN _____), hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

[OR]

[If the Allottee/s is/are A HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “**Allottee/s**” (which expression shall unless 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 **THIRD PART**.

Promoter 1 and Promoter 2 are hereinafter collectively referred to as “**the Promoters**”.

The Promoters and Allottee/s shall hereinafter collectively be referred to as the “**Parties**” and individually as “**Party**”.

WHEREAS

A. The Promoter 1 hereby represents that

- (i) By a Notification dated 7 May, 1959 bearing No. LBS 15-58 /59649-H published by the Revenue Department of the Government of Bombay in the Official Gazette of Government on 14 May, 1959, land admeasuring in the aggregate 4 Acre 35 Gunthas i.e. equivalent to 19,728.15 square meters (approximately), bearing Survey No.79 (Part), Survey No. 80 (Part), Survey No. 81 (Part) and Survey No. 82 (Part) situated at Village Bhandup then in Greater Bombay in the Registration District of Bandra (“**Acquired Land**”), was acquired by the Government of Bombay under the provisions of Part- I of the Land Acquisition Act, 1894 (“**LA Act**”) for Western Mechanical Industries Private Limited (“**WMIPL**”) for industrial purpose.
- (ii) As required under the provisions of Section 42 of the LA Act, the Revenue Department of the Government of Bombay published, in the Official Gazette on 14 May, 1959 vide a Notification dated 7 May 1959, the Agreement dated 18 April, 1959 (required to be executed under Section 41 of the LA Act) for the Acquired Land, for WMIPL, on the terms and conditions mentioned therein.
- (iii) At the request of the erstwhile original owners of the Acquired Land, the Special Land Acquisition Officer had filed 22 References before the Hon’ble High Court at Bombay for the determination of compensation to be awarded to the erstwhile original owners under the provisions of the LA Act for such acquisition (“**References**”).
- (iv) The References in respect of the Acquired Land were ultimately settled by Consent Orders dated 26 August, 1965 passed by the Hon’ble High Court at Bombay whereby the Special Land Acquisition Officer was directed to pay additional compensation to the

- original owners inclusive of solatium and interest as detailed in the Consent Orders, which was fully paid to the original owners through the Government appointed Solicitors.
- (v) By and under an Indenture dated April 30, 1966 registered under Serial No. 1396 of 1966, with the Sub Registrar of Assurances at Bandra, between (i) Tarachand Rijhumal Thadani; (ii) Bhagwan Rijhumal Thadani; (iii) Moti Rijhumal Thadani; and (iv) Sunder Lekhraj Advani (in their capacity as partners of the Western Manufacturing Company) along with the confirmation of (i) Tarachand Rijhumal Thadani; (ii) Bhagwan Rijhumal Thadani; (iii) Moti Rijhumal Thadani; (iv) Sunder Lekhraj Advani and (v) Leela Jodhasingh Lalwani (in their capacity as partners of the M/s Western Manufacturing Company) therein referred to as the Vendors of the First Part, and the Vendors along with Leela Jodhasingh Lalwani in their capacity as Confirming Parties of the Second Part and WMIPL therein referred to as Purchasers of the Third Part, WMIPL purchased and acquired from the Vendors therein all those pieces and parcels of lands bearing (i) Survey No. 73 Hissa No. 3; (ii) Survey No. 73 Hissa No. 5; (iii) Survey No. 74 Hissa No. 1; (iv) Survey No. 74 Hissa No. 3; (v) Survey No. 74 Hissa No. 4; (vi) Survey No. 74 Hissa No. 5; (vii) Survey No. 74 Hissa No. 6; (viii) Survey No. 74 Hissa No. 7; (ix) Survey No. 218 Hissa No. 1 and (ix) Survey No. 218 Hissa No. 7 admeasuring in aggregate 14,175 square yards equivalent to 11,852 square meters situate at Village Bhandup, Taluka South Salsette and District Bombay Suburban (“**Freehold Land**”), for the consideration and upon the terms and conditions contained therein.
- (vi) Thus, the Acquired land and the Freehold land, are hereinafter collectively referred to as the (“**Larger Land**”) and the Larger Land was allotted CTS Nos. 358/11 to 358/25 admeasuring in the aggregate 31,853.20 square meters as per Property Register Card and 29, 277.75 square meters as per physical measurement, which is more particularly described in the First Schedule hereunder written and is shown delineated in a red colour boundary line on the plan annexed and marked as **Annexure “A”** hereto.
- (vii) By and under order dated 23 December, 1976, passed by the Hon’ble High Court at Bombay in the Company Application No. 62 of 1976, the scheme of Amalgamation came to be sanctioned wherein WMIPL and WMI West Private Limited came to be amalgamated into WMI Cranes Limited (“**WMICL**”) upon the terms and conditions mentioned therein. Pursuant to this order dated 23 December, 1976, the name of WMIPL was changed to WMICL on the Property Register Cards of the Larger Land vide Mutation Entry No. 407 dated 31 October, 2006.
- (viii) By its order dated 28 February, 1978 (“**ULC Exemption Order**”), the Joint Director of Industries and Ex-officio Deputy Secretary to the government granted an exemption of an area admeasuring 6880.29 square meters out of the Larger Land to WMIPL under Section 20 (1) of the Urban Land (Ceiling and Regulation) Act, 1976 (“**ULC Act**”) on the terms and conditions stated therein.
- (ix) By its letter dated 19 June, 2003 issued by the Metropolitan Transport Project Railways (“**MTPR**”) to WMIPL/WMICL recorded that an area admeasuring 300 square meters out of land bearing CTS No. 358/11 was required for construction activities. By its letter dated 25 June, 2003, MTPR clarified that there is no proposal for further acquisition of the land except the area of about 300 square meters which is already acquired by the

railway authorities. MTPR by its letter dated 30 July, 2003 set out the dimensions of the boundary wall being constructed in the Larger Land as 3.5 meters wide and 37.5 meters long, which amounts to 131.25 square meters and MTPR by its letter dated 3 November, 2003 recorded that the railway land in possession of WMICL has been taken over by railways for construction of Nahur railway station.

- (x) By an Agreement dated 7 June, 2005 (“**Agreement**”), M/s. Ashford Estates agreed to purchase the Larger Land from WMICL on the terms and conditions more particularly stated therein.
- (xi) Pursuant to the execution of the Agreement, disputes and differences arose between WMICL and M/s. Ashford Estates, pursuant to which M/s. Ashford Estates filed Suit No.1247 of 2006 in the Hon’ble High Court at Bombay against WMICL for specific performance of the Agreement dated 7 June, 2005 and for other reliefs as prayed for therein (“**said High Court Suit**”).
- (xii) During the pendency of the said High Court Suit, WMICL approved a Scheme of Arrangement to De-merge the undertaking of WMICL including the Larger Land in favour of WMI Real Estate Developers Private Limited (“**WMIREDP**”) and accordingly filed Company Scheme Petition No. 665 of 2010 and 666 of 2010 before the Hon’ble High Court at Bombay.
- (xiii) WMICL, M/s. Ashford Estates, WMIREDP and its Shareholders entered into Consent Terms dated 9 October, 2010, pursuant to which the Hon’ble High Court at Bombay passed a Decree in terms of the Consent Terms in the said High Court Suit on 19 October, 2010 modified vide Order dated 28 September, 2015 (“**said Consent Terms/ Consent Decree**”).
- (xiv) Pursuant to the said Consent Terms / Consent Decree, the Hon’ble High Court at Bombay approved the Scheme of Arrangement of De-merger inter alia, of the Larger Land in favour of WMIREDP vide an Order dated 21 January, 2011 passed by the Hon’ble High Court at Bombay in Company Scheme Petition No. 665 of 2010 and 666 of 2010 (read with Orders dated 3 July 2015 and 16 July 2016 both passed by the Bombay High Court in Company Application No. 496 of 2015 and 497 of 2015 filed in the aforesaid Company Scheme Petition No. 665 of 2010 and 666 of 2010) and as a result thereof, WMIREDP became entitled to the Larger Land.
- (xv) Pursuant to the change of name of WMICL to WMI Konecranes India Limited, on 28 September, 2011 the Property Register Cards of the Larger Land was updated to reflect the name of WMI Konecranes India Limited as the owner of the Larger Land vide Mutation Entry No. 855 dated 9 March, 2015.
- (xvi) In compliance of the said Consent Terms / Consent Decree, WMICL and WMIREDP executed a rent free Leave and License Agreement dated 11 February, 2011 for a period of three years from the date of execution thereof in respect of the Larger Land. The said Leave and License was subsequently terminated by the Licensee i.e. WMICL (then WMI Konecranes India Limited) vide its letter dated 11 July, 2013. Subsequently WMICL (then WMI Konecranes India Limited) vacated the Larger Land and handed over occupation of the same to WMIREDP.

- (xvii) On 4 September, 2013, M/s. Ashford Estates converted itself into a company under Chapter IX of the Companies Act, 1956 and Certificate of Incorporation was issued by the Registrar of Companies to Ashford Estates Private Limited.
- (xviii) In compliance of the said Consent Terms / Consent Decree, by and under a Deed of Transfer dated 9 August, 2014, executed between (i) Mr. Gopal Vazirani, (ii) Mrs. Padma Vazirani, (iii) Mr. Dinesh Vazirani, (iv) Grandma Investments and Finance Private Limited, (v) Dynamic Designs & Systems Private Limited (“**Transferors**”), WMI REDPL and Ashford Estates Private Limited, the Transferors transferred the entire issued and paid up equity share capital in WMI REDPL in favour of Ashford *inter alia* resulting in transfer of the control, management and ownership of WMI REDPL, for the consideration and on the terms and conditions contained therein. .
- (xix) By and under an Order dated 28 September, 2015 passed by the Hon’ble Bombay High Court, the parties to the aforesaid Civil Suit bearing No. 1247 of 2006 were allowed to modify the Consent Terms. As per the modified consent terms, *inter alia* the area of the Larger Land was rectified to 31,853.2 square meters and all the other terms and conditions of the Consent Terms stood binding on the parties thereto. However, as per the official survey conducted at the time of submitting the plans for approval and the total area of the Larger Land is 29,277.75 square meters. The development of the Larger Land is undertaken on the basis of the said area which is concluded by such official survey.
- (xx) WMI Konecranes India Limited ceased its manufacturing activities at the Larger Land from 1 July, 2013 and shifted the same to another location in Pune. Pursuant thereto, the Commissioner of Labour, State of Maharashtra, addressed a letter dated 24 July, 2015 to Municipal Corporation of Greater Mumbai (“**MCGM**”) giving its no-objection for the transfer / sale / development of the Larger Land as far as the Labour Department is concerned, subject to the terms and conditions stated therein.
- (xxi) By an order dated 31 July, 2015, the Hon’ble High Court of Bombay sanctioned the Scheme of Amalgamation of Ashford Estates Private Limited with WMIREDP. WMIREDP. paid the stamp duty under Article 25 of the Schedule in the Maharashtra Stamp Act, 1958 on the order dated 31 July, 2015 and the said order was registered with the Joint Sub-Registrar, Mumbai City-1 bearing Registration No. BBE-1/11718/2015.
- (xxii) WMIREDP. was converted into a Limited Liability Partnership vide Certificate of Registration of Conversion in Form 19 dated 18 March, 2016 as per the provisions of Section 56 and Schedule III of the Limited Liability Partnership Act, 2008 known as the “**WMI Real Estate Developers LLP**”, being Promoter 1 herein. Thus, Promoter 1 became entitled to the Larger Land and accordingly, Mutation Entry No. 964 dated 25 January, 2017 was effected and the name of Promoter 1 was updated in the Property Register Cards of the Larger Land.
- (xxiii) Promoter 1 was desirous of developing the Larger Land and required a fit and proper person who had the requisite, substantial skill and expertise to aid and assist the Promoter 1 in developing the Larger Land. In furtherance of such intention the Promoter 1 executed Development Agreement dated 29 July, 2022 (“**Development Management Agreement**”) appointing Promoter 2 as its Development Manager to provide the services

and carry out roles and responsibilities for the consideration and in terms of the Development Management Agreement.

- (xxiv) By an Indenture of Mortgage dated 29 July, 2022 and registered with Joint Sub-Registrar of Assurance at Kurla- 4 under Serial no. KRL4-16128-2022 executed between Promoter 1 as the Mortgagor of the One Part in favour of Housing Development Finance Corporation Limited (HDFC) as the Mortgagee of Other Part (“**Lender**”), the Promoter 1 has executed first charge/Mortgage in favour of HDFC on the Freehold Land and on the terms and conditions mentioned therein.
- (xxv) Pursuant to Order bearing No Desk 2A/D.Ext-114/22 dated 11th August 2022 issued by the Office of the District Collector, Mumbai Suburban District, in regards to the LAQ Land for the area admeasuring 19424.88 square meters, Promoter 1 is entitled to develop the Larger Land under the provisions of the Development Control and Promotion Regulations, 2034, as amended from time to time and the approvals issued from time to time by the MCGM and other statutory bodies and applicable law and on the terms and conditions contained therein.
- (xxvi) By an Indenture of Mortgage dated 14 September, 2022 and registered with Joint Sub-Registrar of Assurance at Kurla- 4 under Serial no. KRL4-18963-2022 executed between Promoter 1 as the Mortgagor of the One Part in favour of the Lender, the Promoter No. 1 has executed first charge/Mortgage in favour of HDFC on the Acquired Land as an additional security and on the terms and conditions mentioned therein.
- (xxvii) M/s JPS Legal, Advocate of Promoter 1 have given their Report on Title certifying the title of the Promoter 1 as set out in the said Report on Title dated _____ and the Allottee/s have accepted the said Report on Title issued by JPS Legal, Advocate dated _____, an authenticated copy of which is annexed as “**Annexure _____**”.
- (xxviii) The Promoters are in possession of the Larger Land.
- (xxix) The Promoters have obtained Intimation of Disapproval (“**IOD**”) and Commencement Certificate (“**Approvals**”), an authenticated copies of which is annexed as “**Annexure _____**”.
- (xxx) As per the Approvals, the Promoter 1 is (i) to hand over to MCGM an area admeasuring 7445.31 square meters towards road Set-back (“**Road Set-back Area**”),(ii) to hand over an area admeasuring 1683.24 square meter towards amenity open space (“**Amenity Open Space Area**”) and (iii) to develop and handover to the MCGM, the BEST Bus facility reservation to the extent of 1635.02 square meters situated on a portion of the Larger Land admeasuring 1308.02 square meters delineated in _____ colour hatch line on the layout plan hereto annexed and marked as **Annexure “A”** (as per the approval issued by Brihanmumbai Municipal Corporation/MCGM under number P-9981/2022/(358/11)/S Ward/Bhandup W/302/1/New dated 5th September , 2022 (“**BEST Bus Facility Reservation**”) (iv) to develop and handover and area to the extent of 1000 square meters approximately for receiving station (*which area is tentative and subject to planning and approvals of statutory authority*) (“**Receiving Station**”); (v) to construct and handover to MCGM the EWS Wing comprising of part basement, ground floor plus 22 upper floors having built-up area admeasuring 3643.27 square meters for the Economically Weaker Section (“**EWS Wing**”) on a portion of the Larger Land

admeasuring/approximately 216.94 square meters and delineated in _____ colour hatch line on the layout plan hereto annexed and marked as **Annexure “A”** (“EWS Plot”). The EWS Wing shall have a separate access as shown on the approved plan hereto annexed and marked as **Annexure “A”**.

(xxxix) Post handing over the Road Set-back Area, the Amenity Open Space Area, BEST Bus facility Reservation, Receiving Station and EWS Wing, the Promoters shall be entitled to develop 17849.09 square meters area of the Larger Property (“**Project Land**”) more particularly shown in _____ colour boundary lines on the Plan annexed hereto as **Annexure “A”**

(xxxix) Thus, the Promoters are entitled to construct various buildings/structures on the Project Land in accordance with the recitals herein above;

B. The Promoters have proposed to construct on a portion of the Project Land a building/s known as “**Ashford Regal**” having (i) 5 residential wings i.e. Wing A, Wing B, Wing C, Wing D, and Wing E; (ii) 2 (two) commercial wings i.e. Wing F and Wing G and (iii) one residential EWS Wing for the Economic Weaker Section i.e., EWS Wing for inclusive housing as per Regulation 15 of Development Control and Promotion Regulations, 2034 in a phase wise manner. The Promoters have informed the Allottee/s that the Project Land shall be constructed/developed by utilizing the entire Development Potential (defined hereinafter) on the Project Land from time to time. Though the Promoters herein have the right to develop the entire Project Land, the Promoters have informed the Allottee/s that the Promoters shall carry out the construction/development of the Project Land in various phases. The Promoters have identified/earmarked portion out of the Project Land admeasuring approximately 642.12 square meters or thereabouts more particularly described in _____ Schedule and shown in _____ colour hatched lines on the plan annexed hereto and marked as Annexure _____ for the development of Ashford Regal - Phase I – Wing A comprising of _____ part shops and part stilt on ground floor plus 5 (five) part podiums and part floors (part office and part residential) plus 34 (Thirty Four) upper residential floors in phase-1, which is the only subject matter of this Agreement (“**Ashford Regal - Phase I – Wing A Project**”).

C. The Promoters shall while developing the Project Land in a phased manner will be required to make necessary amendments or substitution of the sanctioned plans, layouts, elevations and designs from time to time as may be required by the Government, MCGM or any other local authority and/ or as the Promoters may consider necessary in respect of the Project Land including adding/varying floors, further buildings, wings, height to enable the Promoters to fully and entirely claim, avail, utilize and consume the entire present and future development potential of the Project Land including but not limited to Floor Space Index (“FSI”), Transferable Development Rights (“TDR”), Premium FSI, Fungible FSI, Increase FSI, Increased TDR, additional TDR and/or any other the development rights or potential of howsoever nature and by whatsoever name called arising/generated from the Project Land and/or capable of being claimed, availed, utilized and consumed on the Project Land (“**Development Potential**”). The Allottee/s has/have entered into this Agreement knowing fully well that the scheme of phased

development proposed to be carried out by the Promoters on the Project Land and the Allottee/s has/have no objection to the Promoters making such amendments or substitution as may be required by the Government, MCGM or any other local authority and/ or as the Promoters may consider necessary in respect of the Project Land as aforesaid and accords his/ her/their irrevocable consent to the same.

- D. The Allottee/s is/are offered residential / commercial units viz. unit bearing number _____ on the _____ floor (“**Unit**”) in the Ashford Regal- Phase 1- Wing A Project being constructed by the Promoters.
- E. The Promoters have entered into a standard agreement with its Architects, _____ (“**the Architect**”), who are registered with the Council of Architecture, and such agreement is as per the agreement prepared by the Council of Architecture.
- F. The Promoters have registered the Ashford Regal- Phase 1- Wing A-Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**the Act**”) with the Real Estate Regulatory Authority at _____ no _____. An authenticated copy is attached at **Annexure “_____”**;
- G. The Promoters have appointed a structural engineer for the preparation of the structural design and drawings of the Ashford Regal- Phase 1-Wing A Project, and the Promoters accept the professional supervision of the Architect and structural engineer till the completion of the Ashford Regal- Phase 1- Wing A Project.
- H. The Promoters herein have the sole and exclusive right to sell the units in the Ashford Regal- Phase 1- Wing A Project to be constructed by the Promoters on the Project Land and is fully competent to enter into agreement/s with the Allottee/s, of the units and to receive the sale consideration in respect thereof.
- I. The Allottee/s herein has demanded from the Promoters and the Promoters have given inspection to the Allottee/s, of all the documents of title relating to the Ashford Regal- Phase 1- Wing A Project described in the Third Schedule hereunder written and also the plans, designs and specifications of the Ashford Regal- Phase 1- Wing A Project prepared by the Architect and of such other documents as are specified under the Act and rules and regulations made thereunder. After the Allottee/s enquiry, the Promoters herein have requested to the Allottee/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoters. The Allottee/s has/have satisfied himself/herself/themselves in respect of marketable title and rights and authorities of Promoter 1 herein.
- J. The authenticated copies of Certificate of Title issued by M/s JPS Legal, of the Promoter 1 (“**Advocate**”), authenticated copies of Property card showing the nature of the title of the Promoter 1 to the Larger Land on which the Apartments are to be constructed have been annexed hereto and marked as **Annexure '____'** respectively.

- K. The authenticated copies of the plans of the Layout of the Ashford Regal- Phase 1- Wing A Project as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure _____**.
- L. The authenticated copies of the plans of the Layout of the Ashford Regal- Phase 1- Wing A- Project as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said phase have been annexed hereto and marked as **Annexure _____**.
- M. The copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the developer in his registration before the RERA authority and further disclosures on the website as mandated have been annexed hereto and marked as **Annexure _____**.
- N. The authenticated copies of the plans and specifications of the Unit agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure _____**.
- O. The Promoters have obtained some of the sanctions/approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of Ashford Regal- Phase 1- Wing A Project and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate (either in full or part) of the Building.
- P. 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 Promoters while developing the Larger Land and upon due observance and performance of which only the completion or occupancy certificate (part or full) in respect of the Ashford Regal- Phase 1- Wing A Project shall be granted by the concerned local authority.
- Q. the Promoters have accordingly commenced construction Ashford Regal- Phase 1- Wing A Project in accordance with the said proposed plans.
- R. The Allottee/s has/have applied to the Promoters for allotment of an Unit No _____ on _____ floor in the Ashford Regal- Phase 1- Wing A Project.
- S. The carpet area of the Unit is _____ square meters and "**Carpet Area**" means the net usable floor area of the Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Unit for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the Unit for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Unit.
- T. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

U. the Allottee/s prior to execution of these presents has/haver paid to the Promoters an amount of Rs _____ (Rupees _____ only), being part payment of the Sale Consideration (defined hereinafter) of the Unit agreed to be sold by the Promoters to the Allottee/s as advance payment or deposit (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee/s has agreed to pay the remaining/balance consideration of the Unit as prescribed in the payment plan as may be demanded by the Promoters within the time and the manner hereinafter appearing.

V. Under Section 13 of the said Act the Promoters are required to execute a written Agreement for Sale of the Unit with the Allottee/s, being in fact these presents and also to register the said Agreement under the Registration Act, 1908

W. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee/s hereby agree to purchase the Unit for the consideration and on the terms and conditions hereinafter appearing.

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

1. The Recitals shall be deemed to form an integral and operative part of this Agreement as if incorporated *verbatim*.
2. **CONSTRUCTION OF THE ASHFORD REGAL- PHASE 1- WING A PROJECT /UNIT :-**

The Promoters shall construct multistoried Ashford Regal- Phase 1- Wing A Project in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations and modifications which may adversely affect the Unit of the Allottee/s except any alterations or additions or modifications required by any Government Authorities or due to change in law.

3. SALE CONSIDERATION OF THE UNIT

- 3.1.1 The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s, a residential / commercial unit viz. Unit No. of the type of carpet area admeasuring square metres on floor(" **Unit**") in the Ashford Regal-Phase 1- Wing A Project as shown in the Floor plan thereof hereto annexed and marked Annexures ___ and ___ for the sale consideration of Rs. (Rupees _____ only) including Rs. _____ (Rupees _____ only) being the proportionate price of the common areas and facilities appurtenant to the premises, [the nature, extent and description of the limited common areas and

facilities which are more particularly described in the Second Schedule annexed herewith]⁵. (“**Sale Consideration**”) The Promoters have also agreed to permit the Allottee/s to use _____ (_____) covered car parking spaces in the _____ levels of the Ashford Regal- Phase 1-Wing A-Project (hereinafter referred to as the “**Parking space/s**”);

3.1.2 The Allottee/s agree and understand that timely payment towards purchase of the Unit as per payment plan/schedule hereto is the essence of the Agreement.

3.1.3 The Allottee/s has/have paid on or before execution of this agreement an amount of Rs _____/- (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoters the balance amount of Rs. _____ (Rupees _____) in the following manner:-

OPTION 1

- (i) Amount of Rs. _____/- (Rupees _____) (not exceeding 30% of the total consideration) to be paid to the Promoters after the execution of this Agreement;
- (ii) Amount of Rs. _____/- (Rupees _____) (not exceeding 45% of the total consideration) to be paid to the Promoters on completion of the Plinth of the wing/Phase 1 in which the Unit is located.
- (iii) Amount of Rs. _____/- (Rupees _____) (not exceeding 70% of the total consideration) to be paid to the Promoters on completion of the slabs including podiums and stilts of the wing/Phase I in which the Unit is located.
- (iv) Amount of Rs. _____/- (Rupees _____) (not exceeding 75% of the total consideration) to be paid to the Promoters on completion of the walls, internal plaster, of the Unit.
- (v) Amount of Rs. _____/- (Rupees _____) (not exceeding 80% of the total consideration) to be paid to the Promoters on completion of the staircases, lift wells, lobbies upto the floor level of the Unit.
- (vi) Amount of Rs. _____/- (Rupees _____) (not exceeding 85% of the total consideration) to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the wing/Phase I in which the Unit is located.

⁵ The portion in square bracket is not applicable to a commercial shop / office unit/s.

- (vii) An amount of Rs _____/- (Rupees _____) (not exceeding 95% of the total consideration) to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the wing in which the Unit is located.
- (viii) Balance amount of Rs _____/- (Rupees _____) against and at the time of handing over of the possession of the Unit to the Allottee/s on or after receipt of occupancy certificate or completion certificate.

OR OPTION 2

- I. An amount of Rs. _____/- (Rupees _____only) to be paid to the Promoters on execution and registration of this Agreement;
- II. An amount of Rs. _____/- (Rupees _____only) to be paid to the Promoters 60 days from the date of booking or ___ days from the date of execution of this Agreement;
- III. An amount of Rs. _____/- (Rupees _____only) to be paid on completion of Plinth;
- IV. An amount of Rs. _____/- (Rupees _____ only) to be paid on completion of 2nd Slab;
- V. An amount of Rs. _____/- (Rupees _____ only) to be paid on completion of 4th Slab;
- VI. An amount of Rs. _____/- (Rupees _____ only) to be paid on completion of 8th Slab;
- VII. An amount of Rs. _____/- (Rupees _____ only) to be paid on completion of 10th Slab;

- VIII. An amount of Rs. _____/-
(Rupees _____ only) to be paid on
completion of 12th Slab;
- IX. An amount of Rs. _____/-
(Rupees _____ only) to be paid on
completion of 18th Slab;
- X. An amount of Rs. _____/-
(Rupees _____ only) to be paid on
completion of 20th Slab;
- XI. An amount of Rs. _____/-
(Rupees _____ only) to be paid on
completion of 22nd Slab;
- XII. An amount of Rs. _____/-
(Rupees _____ only) to be paid on
completion of 24th Slab;
- XIII. An amount of Rs. _____/-
(Rupees _____ only) to be paid on
completion of 26th Slab;
- XIV. An amount of Rs. _____/-
(Rupees _____ only) to be paid on
completion of 28th Slab;
- XV. An amount of Rs. _____/-
(Rupees _____ only) to be paid on
completion of 30th Slab;
- XVI. An amount of Rs. _____/-
(Rupees _____ only) to be paid on
completion of 32nd Slab;
- XVII. An amount of Rs. _____/-
(Rupees _____ only) to be paid on
completion of 34th Slab;
- XVIII. An amount of Rs. _____/-
(Rupees _____ only) to be paid on
completion of 36th Slab;
- XIX. An amount of Rs. _____/-
(Rupees _____ only) to be paid on
completion of Top Slab;

- XX. An amount of Rs. _____/-
(Rupees _____ only) to be paid on
completion of walls, plaster, flooring, doors ;
- XXI. An amount of Rs. _____/-
(Rupees _____ only) to be paid on
completion of sanitary fittings, staircase, lifts, lobbies;
- XXII. An amount of Rs. _____/-
(Rupees _____ only) to be paid on
completion of external plumbing, electrical, external plaster,
waterproofing;
- XXIII. An amount of Rs. _____/-
(Rupees _____ only) to be paid on
completion of lifts, water pumps, entrance lobby;
- XXIV. An amount of Rs _____/-
(Rupees _____ only) to be paid on
receipt of occupation certificate

3.1.4 The price overall has been arrived and agreed upon keeping in mind the promise of the Allottee/s to make the payments as mentioned above irrespective of the existing work progress and proposed stage of construction .

3.1.5 The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Cess, GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Ashford Regal- Phase 1- Wing A Project payable by the Promoters up to the date of handing over the possession of the Unit.

3.1.6 The Total Price is escalation-free, save and except increases which the Allottee/s hereby agree to pay, 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 from time to time. The Promoters undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost/charges imposed by the competent authorities, the Promoters shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

3.1.7 The Promoters may charge the Allottee/s separately for any upgradation/ changes specifically requested or approved by the Allottee/s in fittings, fixtures and specifications and any other facility which have been done on the Allottee/s

request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

- 3.1.8 The Promoters may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee/s by discounting such early payments @ 6 % (six percent) per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoters.
- 3.1.9 The Promoters shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Ashford Regal- Phase 1- Wing A-Project 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 @ 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet are within the defined limit then the Promoters shall refund the excess money paid by the Allottee/s within 45 (forty-five) days with annual interest at the rates specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoters shall demand additional amount from the Allottee/s as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meters as agreed in clause 3.1.1 of this Agreement.
- 3.1.10 The Allottee/s authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.
- 3.1.11 The Promoters herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee/s and the Allottee/s shall make payment of such due amount to the Promoters within seven days from date of receiving such intimation. The Allottee/s herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT,GST and such other taxes, cesses, charges etc. without any delay along with each instalment.

4.

- 4.1. The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, state and or Central Government including Environment department at the time of

sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or anytime thereafter.

4.2. Time is of essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the Ashford Regal- Phase 1- Wing A Project and handing over the Unit to the Allottee/s and the common areas to the association of allottees after receiving the occupancy certificate or completion certificates or both as the case may be. Similarly, the Allottee/s shall make timely payments of installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 3.1.4 above (“**Payment Plan**”) through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of ‘ ’ payable at _____.

4.3. The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to full fill their obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoters accept no responsibility in this regard. The Allottee/s shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the Unit applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee/s only.

5. The Promoters hereby declares that the Floor Space Index permissible as Regulation 30 (A) Table 12 of the Development Control and Promotion Regulations, 2034 together with the latest notifications/ modifications to the Development Control and Promotion Regulations, 2034 till date for construction of the Ashford Regal – Phase I – Wing A Project is 15452.98 square meters only and the Promoters have planned to utilize Floor Space Index of 15452.98 square meters 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 Ashford Regal- Phase I - Wing A Project . The Promoters have disclosed the Floor

Space Index of 15452.98 square meters as proposed to be utilized by them on the Ashford Regal- Phase 1- Wing A Project and the Allottee/s has agreed to purchase the Unit based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoters only.

6. If the Promoters fail to abide by the time schedule for completing the Ashford Regal- Phase 1- Wing A Project and handing over the Unit to the Allottee/s, the Promoters agree to pay to the Allottee/s, who does/do not withdraw from the Ashford Regal- Phase 1- Wing A-Project , interest as specified in the Rules, on all the amounts paid by the Allottees, for every month of delay, till the handing over of possession. The Allottee/s agree to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoters. Without prejudice to the right of the Promoters to take action for breach arising out of delay in payment of the instalments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % (Two percent) per annum , with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoters till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement, nor shall it be construed as condonation of delay by the Promoters. The amount of interest may be informed to the Allottee/s from time to time or on completion of the Ashford Regal- Phase 1- Wing A-Project / Unit , and the Allottee/s has/have agreed to pay the same as and when demanded before the possession of the Unit.
7. Without prejudice to the right of the Promoters to charge interest in terms of clause ___ above , on the Allottee/s committing default in the payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/ her/their proportionate share of taxed levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the Promoters shall at his own option, may terminate this Agreement Provided that, the Promoters shall give notice of fifteen days in writing to the Allottee/s, by Registered post AD at the address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoters) within a period of 30 days of the termination, the instalments of Sale Consideration of the Unit which may till then have been paid by the Allottee/s to the Promoters. The Promoters shall be entitled to retain an amount of Rs. _____ (Rupees _____/) as liquidated damages and which amount shall stand forfeited which the Allottee/s agree, confirm and acknowledge, constitutes a reasonable genuine and agreed pre-estimate of damages that will be caused to the Promoters, and that the same shall be in the nature of liquidated damages and not penalty;

8. SPECIFICATIONS AND AMENITIES

The Fixtures and fittings with regard to flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoters in Ashford Regal- Phase 1- Wing A-Project and the Unit as are set out in ____ Schedule hereunder written

9. POSSESSION OF THE APARTMENT:

Subject to receipt of sale consideration and dues of the Promoters and taxes thereon are paid by the Allottee/s in respect of the Unit, in terms of these presents, the Promoters shall give possession of the Unit to the Allottee/s on or before _____ day of _____20__ . If the Promoters fails or neglects to give possession of the Unit to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect to the Unit with interest at the same rate as may be mentioned in clause ____ hereinabove from the date the Promoters received the sum till the date the amounts and interest therein is repaid . Notwithstanding anything to the contrary contained herein, the Allottee/s shall not be entitled to claim possession of the Unit until the occupation/completion certificate is received from the local authority and the Allottee/s has/have paid all dues payable under this Agreement in respect of the Unit to the Promoter/s and has paid the necessary maintenance amount/deposit, service tax, vat and other taxes payable under this Agreement of the Unit to the Promoter/s.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Unit on the aforesaid date, if the completion of Ashford Regal- Phase 1- Wing A Project in which the Unit is to be situated is delayed on account of

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

10. PROCEDURE FOR TAKING POSSESSION

10.1. The Promoters, upon obtaining the occupancy certificate, whether in part or full, from the competent authority and the payment made by the Allottee/s as per the Agreement, shall offer in writing the possession of the Apartment/shop to the Allottee/s in terms of this Agreement to be taken in 15 (fifteen) days from the date of issue of such notice and the Promoters shall give possession of the Unit to the Allottee/s. The Promoters agree and undertake to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on the part of the Promoters. The Allottee/s agree/s to pay the maintenance charges as determined by the Promoters or association of allottees, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee/s in writing within 7(seven) days of receiving the occupancy certificate of the Ashford Regal- Phase 1- Wing A Project .

10.2. The Allottee/s shall take possession of the Unit within 15 (fifteen) days of the written notice from the Promoters to the Allottee/s intimating that the Unit are ready for use and

occupancy:

10.3. Failure of Allottee to take Possession of the Unit :

Upon receiving a written intimation from the Promoters as per clause 10.1 above, the Allottee/s shall take possession of the Unit from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Unit to the Allottee/s. In case the Allottee/s fail/s to take possession within the time provided in Clause 10.1 hereinabove, such Allottee/s shall continue to be liable to pay maintenance charges/Property tax as applicable.

11. If within a period of 5 (five) years from the date of handing over the Unit to the Allottee/s, the Allottee/s bring to the notice of the Promoters any structural defect in the Unit and/or the said Ashford Regal- Phase 1- Wing A-Project or any defects (if no alterations made by the Allottee/s) on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter 2 at its own cost and in case it is not possible to rectify such defects, then Promoter 2 alone shall be liable to pay compensation to the Allottee/s for such defect in the manner as provided under the Act, subject to the limitation of liability of Promoter 2 as set out in clause number 18.27. It has been agreed by the Allottee/s that any damage or change done within the Unit sold or in the Ashford Regal- Phase 1- Wing A-Project done by him/ them or by any third person on and behalf of the Allottee/s then the Allottee/s expressly absolves the Promoters from any liability and further in such event, the Allottee/s shall be deemed to have waived his/her/their right to enforce the defect liability against the Promoters.
12. The Allottee/s shall use the Unit or any part thereof or permit the same to be used only for purpose of residence. The Allottee/s shall use the garage or parking space only for purpose of keeping or parking vehicle.
13. The Allottee/s along with other allottee/s of the Unit in the Project as well as said further buildings/structures to be constructed touching/adjoining or independent to the Ashford Regal-Phase 1- Wing A Project shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration coming of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee/s, so as to enable the Promoters to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s if any, changes or modification are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
 - 13.1. The Promoter 1 shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoter in the said structure of the Ashford Regal-Phase 1- Wing A-Project in which the Unit is situated and Promoter 2 shall render all necessary co-operation in this regard

13.2. The Promoter 1 shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoter 1 in the Project Land on which Ashford Regal- Phase 1- Wing A-Project together with other wings or buildings which are constructed on the Project Land.

13.3. Within 15 (fifteen) days after notice in writing is given by the Promoters to the Allottee/s that the Unit is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the Project Land and Ashford Regal- Phase 1- Wing A-Project namely local taxes, assessment taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerk bill collectors, chowkidars, sweepers and all other expenses necessary. Until the Society or Limited Company is formed and the said structure of the Ashford Regal- Phase 1- Wing A Project is transferred/leased to it, the Allottee/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee/s further agree that till the Allottee's share is so determined the Allottee/s shall pay to the Promoters provisional monthly contribution of Rs. _____/- (Rupees _____) per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment/ lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment/ lease being executed for the structure of Ashford Regal- Phase 1- Wing A-Project and other wings or structures to be constructed on the Project Land the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company as the case may be.

14. The Allottee shall on or before delivery of possession of the Unit keep deposited with the Promoter, the following amounts :-

- (i) Rs. _____/- (Rupees _____) for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. _____/- (Rupees _____) for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. _____/- (Rupees _____) for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.
- (iv) Rs. _____/- (Rupees _____) for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs. _____/- (Rupees _____) towards infrastructure and development charges
- (vi) Rs. _____/- (Rupees _____) for Deposit towards Water meter,;

- (vii) Rs. _____ /- (Rupees _____) for Deposit towards Gas connection charges and/or utility and services connection charges &
- (viii) Rs. _____ /- (Rupees _____) for deposits of electrical receiving and Sub Station provided in Layout.
- (ix) Rs. _____ /- (Rupees _____) to be paid towards Club/Fitness Centre membership⁶

15. The Allottee/s shall pay to the Promoters an amount of Rs. _____ /- (Rupees _____) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

16. At the time of registration of conveyance or Lease of the structure of the Ashford Regal- Phase 1- Wing A-Project and wing/structures to be constructed on the Project Land , the Allottee/s shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the Ashford Regal- Phase 1- Wing A-Project. At the time of registration of conveyance or Lease of the Project Land, the Allottee/s shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of Ashford Regal- Phase 1- Wing A-Project to be executed in favour of the Apex Body or Federation.

17. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:**

The Promoters hereby represent and warrant to the Allottee/s as follows:-

- (i) Promoter 1 has clear and marketable title with respect to the Project Land as declared in the title report annexed to this agreement and has the requisite right to carry out the development upon the Ashford Regal- Phase 1- Wing A-Project being forming part of the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of Ashford Regal- Phase 1- Wing A Project. The Promoter 1 shall convey the Project Land to the Apex /Federal Society and the Promoter 2 shall render necessary co-operation for the same ;
- (ii) The Promoters have lawful rights and that has it approvals from the competent authorities to carry out development of Ashford Regal- Phase 1- Wing A-Project and shall obtain requisite approvals from time to time to complete the development of the Ashford Regal- Phase 1- Wing A-Project ;
- (iii) There are no encumbrances upon the Project Land except those disclosed in the title report;
- (iv) There no litigation is pending before any court of law with respect to the Project

⁶ This will not be applicable to a commercial shop/office Unit

- Land except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent Authority is with respect to the Ashford Regal- Phase 1- Wing A-Project, Project land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent Authority is with respect to the Ashford Regal- Phase 1- Wing A-Project, Project Land and the other building/wing shall be obtained by following due process of law and the Promoters have been and shall, or all times, remain to be in compliance with all applicable laws in relation to the Ashford Regal- Phase 1- Wing A-Project, Project Land, and common areas;
 - (vi) The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected'
 - (vii) Save and except for the Mortgage created in favour of the Lenders, the Promoters have not entered into an agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Ashford Regal- Phase 1- Wing A-Project , the Project Land, and the Unit which will, in any manner, affect the rights of Allottee/s under this Agreement;
 - (viii) The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the Unit to the Allottee/s in the manner contemplated in this Agreement; At the time of the execution of the conveyance deed of the structure to the association of Allottee/s the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Ashford Regal- Phase 1- Wing A-Project to the Association of the Allottee/s.
 - (ix) The Promoters 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 Ashford Regal- Phase 1- Wing A-Project to the competent Authorities;
 - (x) No notice from the Government or any other local body or any local Authority or by any legislative enactment, government ordinance, order, notification including any notice for acquisition or requisition of the Project Land has been received or served upon the Promoters in respect of the Project Land;
 - (xi) All drawings, sale plans, other drawings are as provided by the Appointed Architect, Structural Consultants, other consultants to the Promoters and the Promoters have disclosed and provided inspection of the same to the Allottee/s and the Allottee/s is/are aware that the professional liability for such drawings, sale plans and other drawings have been undertaken by the respective consultants individually with the Promoters and professional liability shall prevail on these consultants individually or cumulatively if there is any harm/loss caused to the Allottee/s and based on the same, the Allottee has agreed to take the Unit.

18. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoters as follows for the Unit and also Ashford Regal- Phase 1- Wing A-Project in which the Unit is situated.
- 18.1. To maintain the Unit at the Allottee/s own cost, in good and tenable repair and condition, from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to Ashford Regal- Phase 1- Wing A-Project in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Ashford Regal- Phase 1- Wing A-Project in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.
- 18.2. Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of Ashford Regal- Phase 1- Wing A-Project building in which the Unit 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 Ashford Regal- Phase 1- Wing A-Project in which the Unit is situated, including entrances of Ashford Regal- Phase 1- Wing A-Project in which the Unit is situated and in case any damage is caused to Ashford Regal- Phase 1- Wing A-Project in which the Unit is situated or the Unit on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- 18.3. Not to do or suffered to be done anything to Ashford Regal- Phase 1- Wing A-Project entrance canopy, which may be against the rules, regulations or bye-laws of concerned local or any other authority.
- 18.4. Not to encroach upon the external and/or internal ducts/void areas attached to the Unit by constructing permanent and/or temporary work by closing and/or using it, the said duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables etc.
- 18.5. To carry out at his own cost all internal repairs to the Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to Ashford Regal- Phase 1- Wing A-Project in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 18.6. Not to demolish or cause to be demolished the Unit 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of Ashford Regal- Phase 1- Wing A-Project in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the Ashford Regal- Phase 1- Wing A-Project in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Unit without the prior written permission of the Promoters and/or the Apex

Society or the Limited Company.

- 18.7. Not to chisel or break or cause any damage to the columns, beams, walls, slabs or R.C.C. pardis or other structural members in Ashford Regal- Phase 1- Wing A-Project or on the pardis/parapets/railing provided in Ashford Regal- Phase 1- Wing A-Project. Further, the Allottee/s is not entitled to make any kind of holes/ core cuts etc. in R.C.C. slabs or any structural members. The Promoters have informed the Allottee/s that all the R.C.C. members, flooring, walls etc. form the structural members of the entire Ashford Regal- Phase 1- Wing A-Project and any modification thereto and/or any changes therein either structural or elevational, require strict technical inputs, since any damage to them would result in damage to the entire structure of Ashford Regal- Phase 1- Wing A-Project, which may lead to serious implications not only to the Unit but to Ashford Regal- Phase 1- Wing A-Project and other wing/ towers/ structures to be constructed on the of the Larger Land . The Promoters have also informed the Allottee/s that any such act on the part of the Allottee/s will make him criminally liable/ punishable under the relevant provisions of law. The breach of this condition shall cause this Agreement to ipso facto come to an end and the earnest money and all other amounts paid by the Allottee/s to the Promoters shall stand forfeited and the Promoters shall be entitled to deduct from the balance payments made by the Allottee/s such amounts as they may find proper to compensate for the damage so caused and if such payments are inadequate, they shall be entitled to recover further amounts from the Allottee/s to compensate for the damage so caused and the Allottee/s hereby consents to the same. The decision of the Promoters in that regard shall be final and binding upon the Allottee/s who shall not dispute the decision of the Promoters in this regard.
- 18.8. Not to put or keep flower / plant pots, signboards and / or any object outside the windows of the Unit.
- 18.9. Not to use any location of all designated refuge areas in Ashford Regal- Phase 1- Wing A- Project for storage of goods or placement of Outdoor Units (ODU)s and/or any such personal usage at all.
- 18.10. Not to affix or put any dish antenna outside the Unit or change the position of Air conditioning condenser units installed in the Unit or any of their accessories, which has the possibility to spoil the exterior elevation of the Unit and Ashford Regal- Phase 1- Wing A- Project. The Allottee/s can put additional Air Conditioning condenser unit/s only after taking written permission of the Promoters.
- 18.11. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and Ashford Regal- Phase 1- Wing A- Project in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 18.12. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the compound or any portion of the Project Land and Ashford Regal- Phase 1- Wing A-Project in which the Unit is situated.
- 18.13. That no portion of Ashford Regal- Phase 1- Wing A-Project shall be damaged due to carrying of goods and/or material while carrying out interior work in the Unit. In case such damage has been caused for whatsoever reasons, the Allottee/s shall repair the same and/or restore the said damaged portion at his/her/their costs, charges and expenses. The Allottee/s

will not claim any amount towards the repairs and/or restoration work from the Promoters. If the Allottee/s fails to restore and/or repair the damages and if the Promoters are required to carry out repairs and/or restoration thereof, the Allottee/s shall be liable to reimburse the expenses and/or costs, charges and expenses thereof to the Promoters.

- 18.14. The Allottee/s will not extend windows (aluminum sliding windows and doors) and/or change the original size of the window which will damage the Unit or any part thereof, or at any time make any addition or alteration thereof which will cause damage to Ashford Regal- Phase 1- Wing A-Project and outside colour scheme of Ashford Regal- Phase 1- Wing A-Project in which the Unit is situated and the Allottee/s shall not install any safety grills outside the window and other areas so that the elevation of Ashford Regal- Phase 1- Wing A-Project is maintained. The Allottee/s shall not change the material, colour, windows, chajjas, railings, etc., which has the possibility of spoiling the exterior elevation of the Unit and/or the Ashford Regal- Phase 1- Wing A-Project.
- 18.15. To Pay to the Promoters within 15 (fifteen) days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to Ashford Regal- Phase 1- Wing A-Project in which the Unit is situated.
- 18.16. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Allottee/s for any purposes other than for purpose for which it is sold.
- 18.17. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up.
- 18.18. The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of Ashford Regal- Phase 1- Wing A-Project and the Unit therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Unit in Ashford Regal- Phase 1- Wing A-Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- 18.19. Till a conveyance of the Project Land on which Ashford Regal- Phase 1- Wing A-Project in which the Unit is situated is executed in favour of Apex Body or Federation, the Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project or any part thereof to view and examine the state and condition thereof.
- 18.20. That the dry and wet garbage shall be separated by the Allottee/s and the wet garbage shall be treated separately on the Project Land by the residents/occupants of Ashford Regal- Phase 1- Wing A-Project in the jurisdiction of MCGM.

- 18.21. That the Allottee/s shall indemnify and keep the Promoters indemnified of, from and against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non- performance of such obligations given specifically herein to the Allottee/s.
- 18.22. That nothing herein contained shall construe as entitling the Allottee/s any right on any of the adjoining, neighbouring or the remaining wings/buildings/ common areas etc of the remaining portion of the Project Land unless specifically agreed and consideration dispensed by the Allottee/s to the Promoters in this regard.
- 18.23. That the Parking Space/s allotted for use to the Allottee/s shall be used only for the purposes of parking and that the Parking Space is designed and made for use of parking a vehicle of not more thantonnes and not more than height. That this has been clearly made aware to the Allottee/s.
- 18.24. It is agreed by the Allottee/s that the name of the Project “**ASHFORD REGAL**” may be changed at the sole discretion of the Promoters in accordance to the Applicable Laws. It is further agreed by the Allottee/s that the association of the brand name “**Ground Holding**” (including its registered logo form) or a combination of words with prefix of (“**Brand Name**”) shall at all times be subject to the sole control of Promoter 2, who is the Development Manager of this Project. It is agreed and accepted by the Allottee/s that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design, the appearance shall not be changed under any circumstances, unless the Promoters have themselves informed in writing about any change in the logo/Brand Name. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the Brand Owner. The Allottee/s further agree/s to not use the Brand Name and/or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by the Promoters. The Allottee/s and the Society of the Allottee/s shall not be entitled to change the name of Ashford Regal- Phase 1- Wing A-Project without written consent of the Promoters.
- 18.25. The Allottee/s has/have been made aware and confirm that the construction of the Club House/Fitness Centre and other common amenities of the Project Land may not be completed/it may not be operational by the Possession Date and that the use and enjoyment of the Club House/Fitness Centre⁷ may not be simultaneous therewith and may be at such later date.
- 18.26. In the event the Promoters obtain part occupation certificate for part of the Ashford Regal- Phase 1- Wing A-Project ,the Allottee/s further confirm/s that he/she/it/they shall not object or dispute construction of additional buildings/wings or any part/s or portion/s of Ashford Regal- Phase 1- Wing A-Project or the EWS Building to be constructed on the Project Land by the Promoters or its assigns on the ground of nuisance, annoyance or any

⁷ The Club House/Fitness Centre and Common Area and Facilities of Project Land referred in schedule hereunder shall not be availed of by allottees of shops and commercial units.

other ground or reason whatsoever and the Promoters shall be entitled either to construct by themselves or through any of its nominees to construct and complete the Ashford Regal- Phase 1- Wing A-Project and the wing/s or building/s to be constructed on the Project Land without any interference or objection or dispute by the Allottee/s.

18.27. The Allottee/s confirm that notwithstanding what is contained herein, the liability of Promoter 2 under this Agreement shall not exceed the fees realized by the Promoter 2 under the Development Management Agreement.

18.28. That the Club House/Fitness Centre and limited common area and facilities of the Project Land shall be for the exclusive use of residential allottee/s. The allottee/s of commercial shops / office units hereby agree and undertake not to make any claim/s, demand/s for any right, title or interest in Club House/Fitness Centre and limited common areas and facilities of the Project Land or any part thereof or undertake or initiate any action for the use of the Club House/Fitness Centre and the limited common area and facilities of the Project Land and the Allottee/s of commercial shop / office Unit shall not be liable to pay maintenance charges for the Club House/Fitness Centre and limited common area and facilities of the Project Land.

19. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

20. Nothing contained in this agreement is intended to be nor shall be construed as a Grant, demise or assignment in law, of the Unit or of the Project Land and or Ashford Regal- Phase 1- Wing A-Project or any part thereof. The Allottee/s shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, Parking Spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoters until the said structure of the Ashford Regal- Phase 1- Wing A-Project together with other wings/buildings standing on the Project Land is transferred/leased to the Society/Limited Company or other body and until the Project Land is transferred/leased to the Apex body/Federation of all the societies of all the buildings in the Project Land/ jointly to all the societies as hereinbefore mentioned.

21. The Promoters has already informed the Allottee/s and the Allottee/s are aware that the Promoter 1 has mortgaged Ashford Regal- Phase 1- Wing A-Project including the Larger Land with the Lender. The Allottee/s shall deposit the Sale Consideration (other than GST) by whatsoever name called, shall be deposited in the Escrow Account bearing no _____ in the name and style of _____ (“**Escrow Account**”) and all cheques shall be drawn in favour of the aforesaid Escrow Account. The Unit shall remain mortgaged to such loan sanctioning authority till deposit of the entire Sale Consideration in the Escrow Account. The Promoters shall have the liberty to switch over /transfer the said mortgage to any other financial institution/NBFC on such conditions as may be deemed fit by the Promoters.

22. BINDING EFFECT:

Forwarding this Agreement to the Allottee/s by the Promoters does not create a binding obligation on the part of the Promoters or at the Allottee/s until, firstly, the Allottee/s sign and deliver this Agreement with all the schedules along with the payments are due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Allottee/s and a secondly, appears for registration of the same before the concerned sub-registrar as and when intimated by the Promoters. If the Allottee/s fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the sub registrar are for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default which is not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection there with including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

23. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Unit//Project Land/ Ashford Regal- Phase 1- Wing A-Project, as the case may be.

24. RIGHT TO AMEND

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

25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Ashford Regal- Phase 1- Wing A-Project forming part of the Project Land shall equally be applicable to and enforceable against any subsequent Allottee/s of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

26. SEVERABILITY

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

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

Where ever in this agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in the Project, the same shall be in proportion to the carpet and area of the (Apartment/plot) to the total carpet area of all the (Apartments/plots) in the Project.

28. FURTHER ASSURANCES.

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

29. PLACE OF EXECUTION.

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

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

31. That all notices to be served on the Allottee/s and the Promoters as contemplated by the agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post A.D. and notified email ID/Under Certificate of posting at their respective addresses specified below.

Name of the Allottee: _____

Allottee's address: __

Mobile No.: _____

Notified email id _____

Promoter 1 name:

Notified email:

Promoter 2 name:

Notified email:

It shall be the duty of the Allottee/s and the Promoters to inform each other of any change in address subsequent to the execution of this agreement in the about address by registered post. If the Allottee fails

to inform of his/her/their such change of address, then the correspondence posted by the Promoters to the Allottee/s shall be deemed to have been received by the Allottee/s.

32. JOINT ALLOTTEES

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

33. STAMP DUTY AND REGISTRATION : - The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

34. DISPUTE RESOLUTION:-

Any dispute between Parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Adjudicating Authority as per the provisions of the Act, Rules and Regulations, thereunder.

35. GOVERNING LAW

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

36. The PAN of the Parties are :

Promoter1	:	_____
Promoter1	:	_____
Allottee (1)	:	_____
Allottee (2)	:	_____

IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this agreement for sale at Mumbai in presence of the attesting witness, signing on the day and year herein above written.

FIRST SCHEDULE HEREINABOVE REFERRED TO

FIRSTLY

DESCRIPTION OF THE LARGER LAND

All those pieces and parcels of freehold and Class II land or ground situated and lying at Village Bhandup, Taluka Kurla, in the Registration District of Mumbai City and Mumbai Suburban admeasuring in the aggregate 31,853.2 square meters or thereabouts as per Property Register Cards, and 29,277.75 square meters or thereabouts as per actual measurement, bearing City Survey Nos. 358/11 to 358/25 and the land is bounded as follows:

On or towards the North by : CTS Nos. 358A/1/A/2, 358A/1/A/3, 358A/1/A/4, 358A/1/A/5, 358A/1/A/6, 358A/1/A/8, 358A/1/A/1 and 358A/2 ;
On or towards the South by : Some Portion of CEAT Tyre road and some part of Railway Property/facilities
On or towards the East by : Railway facilities (including Railway tracks);and
On or towards the West by : CEAT Tyre road;

SECONDLY

DESCRIPTION OF THE PROJECT LAND

All those pieces and parcels of freehold and Class II land or ground n situated and lying at Village Bhandup, Taluka Kurla, in the Registration District of Mumbai City and Mumbai Suburban admeasuring/approximately in the aggregate 17849.09_square meters bearing City Survey Nos. 358/11 to 358/25 and the land is bounded as follows:

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

(COMMON AREAS AND FACILITIES OF THE WING)

4 Lifts or as per plan – Otis /Kone/ Thyssenkrupp/Schindler or Equivalent
Designed Entrance Lobby

(COMMON AREAS AND FACILITIES OF THE PROJECT LAND)

1. 1 Lift plus staircase as per plan;
2. Direct access to road;

(LIMITED COMMON AREAS AND FACILITIES OF THE PROJECT LAND)⁸

1. Family Pool and Kid's Pool,
2. Jacuzzi, Steam
3. Gymnasium
4. Yoga room and dance hall
5. Indoor games room with carrom, Table Tennis,
6. Multipurpose Hall
7. Indoor Kids' Play Area
8. Children's play area
9. Senior Citizen Area
10. Open Amphitheater
11. Open Lawn
12. Rock Climbing Wall
13. Reflexology Area
14. Multipurpose Play Area open to sky
15. Jogging Track

THE THIRD SCHEDULE HEREINABOVE REFERRED TO

(List of Title Documents of which inspection was provided)

- (1) Notification bearing No. LBS.15-58/59649-H dated 7th May 1959 issued by the Government in the Bombay Government Gazettee for acquiring the land for Western Mechanical Industries Private Limited.
- (2) Indenture dated April 30, 1966 executed between Partners of the Western Manufacturing Company and Western Mechanical Industries Pvt. Ltd., in respect of free hold land.
- (3) Collector Order bearing No Desk 2A/D.Ext-114/22 dated 11th August 2022 granting permission for development of the acquired land.
- (4) Indenture of Mortgage dated 29th July, 2022 executed between Promoter 1 and Housing Development Finance Corporation Limited creating first charge on the Freehold Land.
- (5) Indenture of Mortgage dated 14th September, 2022 executed between Promoter 1 and Housing Development Finance Corporation Limited creating first charge on the acquired Land.
- (6) Title Report dated _____ issued by M/s JPS Legal, Advocates in respect of the Larger Land.

SCHEDULE HEREINABOVE REFERRED TO

(LIST OF AMENITIES IN THE UNIT)

- (1) Vitrified Tile flooring in living, dining, passage, Kitchen & all bedrooms in the price range of Rs 35 to Rs 40/- per square foot

⁸ This will not be applicable to a commercial shop/office Unit

- (2) Vitrified / Ceramic tile dado in Kitchen – in the price range of Rs 30/- to Rs 35/-per square foot⁹
- (3) Vitrified / Ceramic tile flooring & Dado in all Toilets in the price range of Rs. 30/- to 35/- per square foot
- (4) Granite kitchen/Alcove platform & additional service platform in the price range of Rs 80 to Rs 100/- per square foot¹⁰
- (5) Aluminium glass window in the price range of @Rs 300 per square foot
- (6) Laminated finished Main, Bedroom & Toilet doors.
- (7) Gypsum Finished internal walls with paint.
- (8) Video door phone and intercom facility in all units¹¹
- (9) Stainless steel single bowl with sink spout – either Nirali /Frankie or equivalent¹²
- (10) Premium sanitary and CP fittings in all Toilets – Jaquar/ Kohler or equivalent
- (11) Light points with branded switches, sockets & wiring.
- (12) Provision for 15A points for Air-conditioning in Living & Bedrooms.
- (13) Sprinkler system in all Apartments
- (14) Kitchen equipped with pipe gas¹³
- (15) Provision for Exhaust fan in Kitchen¹⁴ & All Toilets

SIGNED SEALED & DELIVERED)
by the within named “**PROMOTER 1**”)
WMI REAL ESTATE DEVELOPERS LLP)
through its Authorized Signatory) **(Authorized Signatory)_**
_____ in the presence of.....)
1. _____)
2. _____)

SIGNED SEALED & DELIVERED)
by the within named “**PROMOTER 2**”)
GROUND HOLDING BUILDCON PVT LTD)
through its Authorized Signatory) **(Authorized Signatory)_**
_____ in the presence of.....)
1. _____)
2. _____)

SIGNED SEALED AND DELIVERED)
by the within named “**ALLOTTEE/S**”)
Mr./Mrs./Ms. _____)

⁹ This will not be applicable to commercial shop / office unit.

¹⁰ This will not be applicable to commercial shop / office unit.

¹¹ This will not be applicable to commercial shop / office unit.

¹² This will not be applicable to commercial shop / office unit.

¹³ This will not be applicable to commercial shop / office unit.

¹⁴ This will not be applicable to commercial shop / office unit.

_____)
in the presence of...)
1. _____)
2. _____)

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RECEIPT

RECEIVED the day and year first herein above written of and from the within named Allottee/s the sum of Rs. _____/- (Rupees _____ only) being the earnest money deposit to be paid by him/her/them to us as stated hereinabove.

Dated Cheque No. Drawn on. Amount

TOTAL Rs. /-
=====

Rs. _____/- (Rupees _____ only)

We say received

Promoter 1

Witness- 1.

Promoter 2

Witness 2