

## AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE** is made and entered into at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 2023;

### BETWEEN

**M/s. HARMONY HOMES CREATION**, Pan No.: **AAEFH2972C2**, having office at: CTS No. 667C, Ground Floor, Near Dutta Mandir, J. N. Road, Mulund (W) Mumbai – 400080 through its Partners, hereinafter referred to as **“THE PROMOTER/DEVELOPERS”** (Which expression shall mean and include partners or partner for the time being of the said respective firm, the survivors or survivor of them and the heirs, executors, and assigns of the last surviving partner or their assigns) **OF THE FIRST PART;**

### AND

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

### WHEREAS:

- (a) At the relevant time, vide Conveyance Deed, M/s. Pamposh Construction Company (Srinagar) was absolutely seized and possessed the land bearing Survey No. 44, Hissa No. 4, Corresponding C.T.S. No. 667C, admeasuring 2 Acres and 21 Gunthas equivalent to 12221 sq. yards or 10218.35 sq. mtrs., situated at, Village- Nahur, Taluka- Kurla, District Mumbai Suburban (hereinafter referred to as **“the said Plot”**).
- (b) In pursuance of Conveyance Deed, M/s. Pamposh Construction Company (Srinagar) granted lease of the said Plot for the period of 98 years in favour of Trust called **“Pankaj Nandkishore Mehta Trust”** through its Trustee Smt. Pramia N. Meheta, Dungar Sing Kothari and Smt. Bhikoo S. Kharas.
- (c) At the relevant time, Shri. Jagannath Mahadev Bhoir claiming to be in actual, peaceful, sole and possession of the said Plot. Cultivating the same by growing paddy, vegetables

and also constructed a shed on the said Plot. The same was carried out pencil entry in the other rights column by Talathi.

- (d) Subsequently, M/s. Pamposh Construction Company (Srinagar) made an application, informing to the Talathi that the said Plot was purchased by them vide conveyance deed and said Plot was transferred in their names. The Tahsildar forwarded the said application to the Circle Inspector. The Circle Inspector after making enquiries submitted report and passed order. As per the said order, Shri. Jagannath Mahadev Bhoir was in actual, and continuous possession of the said Plot as Owner. The pencil entries were accordingly made in ink as per orders of Circle Inspector, Ghatokpar on **27/05/1980 (said Order)**
- (e) Thereafter, M/s. Pamposh Construction Company (Srinagar) filed an Appeal before the Division Officer of Mumbai against the said order dated **27/05/1980**. The sub-Divisional officer confirmed the order made by the Tahsildar and held that the said Shri. Jagannath Mahadev Bhoir was in possession of the said Plot and rejected the appeal filled by M/s. Pamposh Construction Company (**said Appeal-1**).
- (f) M/s. Pamposh Construction Company (Srinagar) filed an Appeal before Deputy Collector, B.S.D. Mumbai. After recording his finding, Deputy Collector confirmed the order made by both the lower Courts and rejected the appeal (**said Appeal-2**).
- (g) M/s. Pamposh Construction Company (Srinagar) filed Revision Application before the Additional Commissioner, Konkan Division, Mumbai against the order passed by the Deputy Collector, B.S.D. Mumbai. The Commissioner confirmed the finding of all the three lower courts holding that there was no illegality. Hence Revision Application was dismissed and earlier three orders were confirmed (**said Revision Application**).
- (h) Shri. Jagannath Mahadev Bhoir also filed a Suit No. **1257 of 2001** at Bombay High Court against Dunger Sing Kothari and others claiming adverse possession of the said Plot as the Shri. Jagannath Mahadev Bhoir was in actual, exclusive, and continuous possession of the said Plot for over 35 years as owner. The Hon'ble Bombay High Court passed ex-parte order dated 02/07/2010, in favor of Mr. Jagannath Mahadev Bhoir (**said High Court Order**).

- (i) At the relevant time, the said Plot was fully occupied by Tenants/Dwellers and the same has been declared as “Slum Area” by the Deputy Collector bearing no. **ENC/DNK/1/SLM/CR/IX** published in Government Gazette on **04/12/1985** in page no. 1456.
- (j) By virtue of an Agreement for Sale, dated **01/09/2010**, Shri. Jagannath Mahadev Bhoir sold, transferred and assigned the rights of the said Plot in favour of **M/s. Harmony Homes Creation**, through its Partners 1) Shri Vilas Shivram Ghag, 2) Shri. Kartik Shiva Thakur, 3) Shri. Mahendra Arjun Dhanani, 4) Shri. Ramesh Pandurang Dalvi and 5) Shri. Pritam Motiram Chawla on terms and conditions mentioned therein (hereinafter referred to as “**the said Agreement for Sale**)
- (k) In pursuance of said Agreement for Sale, Shri. Jagannath Mahadev Bhoir executed the Power of Attorney in favor of **M/s. Harmony Homes Creation**, through its Partners 1) Shri. Vilas Shivram Ghag, 2) Shri. Kartik Shiva Thakur, 3) Shri. Mahendra Arjun Dhanani, 4) Shri. Ramesh Pandurang Dalvi and 5) Shri. Pritam Motiram Chawla on terms and conditions mentioned therein (hereinafter referred to as “**the said Power of Attorney**”).
- (l) The said Agreement for sale and said Power of Attorney were registered vide Deed of Declaration, bearing Document Serial No. **BDR-3/13125/2011** on **22/12/2011** (hereinafter referred to as “**the said Agreement for Sale/Deed of Declaration**”).
- (m) By virtue of the said Agreement for Sale, the said Power of Attorney and the said Deed of Declaration, the Promoter is absolutely seized and possessed of and well and sufficiently entitled to develop the said Plot in accordance with the recitals hereinabove;
- (n) The Vendor/Lessor/Original Owner/Promoter is in possession of the project land;
- (o) The Promoter has proposed to construct on the project land, the “**OM SAI COMPLEX**” consisting of three buildings named “**SAI SADGURU**” – Building/Wing 'A' for the existing tenants, i.e., as part of the rehabilitation residential component comprising of **36<sup>th</sup> Part floor**, “**SAI EMERALD**” - Building/Wing ‘B’ comprising of 2 basement + **Ground Plus 57 Upper Floors** and **may go up to 63**

**Floors** and **“SAI EMBASSY”** - Building/Wing C comprising of **Ground Plus 23 Upper Floors** and **may go up to 27 Floors**. The Promoters hereby represent and the Allottee hereby expressly confirms that the Promoters have the right, authorities, entitlements to increased or decreased area of any of the aforesaid buildings/wings, any increase or decrease in numbers of floors as also specification/designs thereof as also location by vertical and/or horizontal as also location of recreation ground and/or other structures as may be permitted/approved by the concerned development authority from time to time till the entire layout scheme and the project is completed in all respect. The layout plan annexed as Annexure ‘ ’ is tentative and Developers shall be entitled to make such changes and modifications therein as they may desire and deem fit and proper. The Promoter preserves the right for Upper Floors subject to requisite approval from Competent Authority(s).

- (p) The Allottee is offered an Apartment/Shop/Commercial Premises/Office bearing number \_\_\_\_\_ on the \_\_\_\_\_ floor, (herein after referred to as the said “Apartment/Shop/Commercial Premises/Office”) in the \_\_\_\_\_ Building/Wing (herein after referred to as the said “Building”) of the Complex called **“OM SAI COMPLEX”** being constructed in the \_\_\_\_\_ phase of the said project, by the Promoter;
- (q) The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- (r) The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_
- (s) The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- (t) By virtue of the Agreement for Sale, Power of Attorney and said Deed of Declaration, the Promoter has sole and exclusive right to sell the Apartment/Shop/Commercial

Premises/Office in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartment/shop/commercial premises/offices to receive the sale consideration in respect thereof;

- (u) On demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **M/s. Dot Architects** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- (v) The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartment/Shop/Commercial Premises/Office are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively;
- (w) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1;
- (x) The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2;
- (y) The authenticated copies of the plans and specifications of the Apartment/Shop/Commercial Premises/Office agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D;
- (z) The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

- (aa) 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 Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- (bb) The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- (cc) The Allottee has applied to the Promoter for allotment of an Apartment/Shop/Commercial Premises/Office No. \_\_\_\_\_ on \_\_\_\_\_ floor in wing \_\_\_\_\_ situated in the building No. \_\_\_\_\_ being constructed in the \_\_\_\_\_ phase of the said Project,
- (dd) The carpet area of the said Apartment/Shop/Commercial Premises/Office is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of an Apartment/Shop/Commercial Premises/Office, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment/Shop/Commercial Premises/Office for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment/Shop/Commercial Premises/Office for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Apartment/Shop/Commercial Premises/Office.
- (ee) 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;
- (ff) Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), being part payment of the sale consideration of the Apartment/Shop/Commercial Premises/Office agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has

agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

- (gg) The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Maharashtra bearing no. \_\_\_\_\_, authenticated copy is attached in Annexure “F”;
- (hh) Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment/Shop/Commercial Premises/Office with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment/Shop/Commercial Premises/Office and the garage/covered parking (if applicable).

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

1. The Promoter intends to construct the said New Buildings consisting of several Upper Floors (not exceeding 63 floors) for Wing ‘B’ i.e., “SAI EMERALD”; consisting of several upper floors (not exceeding 27 floors) for Wing ‘C’ i.e., “SAI EMBASSY” in the said “OM SAI COMPLEX” on the said Project Land in accordance with the plans, designs and specifications as approved or to be approved by the Slum Rehabilitation Authority from time to time. The Allottee/s has/have been explained and has/have understood that the Promoter as of now has valid approval from the Slum Rehabilitation Authority for construction of the said New Building/Wing B consisting of 2 Basement Floors + Ground Floor + 1<sup>st</sup> to 6<sup>th</sup> Floors as Part Podium and Part Residential (2<sup>nd</sup> to 6<sup>th</sup> Floors) + 7<sup>th</sup> Floor as Part Podium, Part Refuge Area and Part Residential + 8<sup>th</sup> to 11<sup>th</sup> Floors as Part Podium and Part Residential + 12<sup>th</sup> floor as Amenity Space + 13<sup>th</sup> to 14<sup>th</sup> Floors as Residential + 15<sup>th</sup> Floor as Part Refuge Area and Part Residential + 16<sup>th</sup> to 21<sup>st</sup> Floors as Residential + 22<sup>nd</sup> Floor as Part Refuge Area and Part Residential

+ 23<sup>rd</sup> to 28<sup>th</sup> Floors as Residential + 29<sup>th</sup> Floor as Part Refuge Area and Part Residential + 30<sup>th</sup> to 42<sup>nd</sup> Floors as Residential + 43<sup>rd</sup> Floor as Part Refuge Area and Part Residential + 44<sup>th</sup> Floors as Residential. Further, Allottee/s has/have been explained and has/have understood that the Promoter shall obtain balance required permissions/approvals for balance proposed floors (not exceeding 63 floors). In the event the Promoter is unable to construct the said New Residential Building with balance proposed floors (not exceeding 63 floors) as envisaged, due to any reasons, then the said New Residential Building shall constitute only 57 Residential Floors without any other change in the layout of said New Residential Building or Units therein. Therefore, the Allottee/s hereby confirm/s his/her/their no objection for construction of the said New Residential Building (not exceeding 63 floors), as described in this Para.

The Allottee/s has/have been explained and has/have understood that the Promoter as of now has valid approval from the SRA for construction of the said New Building/Wing C as mentioned in Recitals above for Ground Floor with Commercial Shops + 1st Floor for Commercial Purpose/Bank/Office/Restaurant + 2<sup>nd</sup> to 5<sup>th</sup> Floors for Office/Shop + 6<sup>th</sup> Floor as Part Refuge Area and Part Office/Shop + 7<sup>th</sup> to 12<sup>th</sup> Floors for Office/Shop + 13<sup>th</sup> Floor as Part Refuge Area and Part Office/Shop + 14<sup>th</sup> to 16<sup>th</sup> Floors for Office/Shop + 17<sup>th</sup> to 18<sup>th</sup> Floors for Offices Further, Allottee/s has/have been explained and has/have understood that the Promoter shall obtain balance required permissions/approvals for balance proposed floors (not exceeding 27 Floors). In the event the Promoter is unable to construct the said New Commercial Building with balance proposed floors (not exceeding 27 floors) as envisaged, due to any reasons, then the said New Commercial Building shall be constructed only up to 23 Floors without any other change in the layout of said New Commercial Building or Units therein. Therefore, the Allottee/s hereby confirm/s his/her/their no objection for construction of the said New Commercial Building (not exceeding 27 Floors) as described in this Para.

**Provided that the Promoter shall have to obtain prior consent in writing of 2/3<sup>rd</sup> of the Allottees in respect of variations or modifications which may adversely affect the Apartment/Shop/Commercial Premises/Office of the Allottee except any alteration or addition required by any Government authorities or due to change in law.**

1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment/Shop/Commercial Premises/Office No. \_\_\_\_\_ of the type \_\_\_\_\_ of carpet area admeasuring \_\_\_\_\_ sq. metres on \_\_\_\_\_ floor in the Residential/Commercial Building lying, being and situated in the layout "OM SAI COMPLEX" (hereinafter referred to as "the Apartment/Shop/Commercial Premises/Office") as shown in the Floor Plan thereof hereto annexed and marked as Annexures C-1 and C-2 for the consideration of Rs. \_\_\_\_\_ including Rs.0/- (Rupees NIL Only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. The purchase price of the Apartment/Shop/Commercial Premises/Office as mentioned above, is determined on the basis of above referred carpet area of the Apartment/Shop/Commercial Premises/Office which Allottee/s agree/s and confirm/s. Thus, the other appurtenant area such as terrace if any, Dry Balcony Area if any, service shaft if any, exclusive verandah, if any, are neither included in the carpet area nor are considered for determining the purchase price.

The Promoters may provide Dry Balcony Area in the kitchen at 1'0" below floor level subject to sanction from the Slum Rehabilitation Authority. The same will not be accounted for in FSI. If the same is not approved/sanctioned by the Slum Rehabilitation Authority, then Dry Balcony Area shall not be provided in kitchen.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos \_\_\_\_\_ situated at \_\_\_\_\_ Basement and/or stilt and /or \_\_\_\_\_ podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_ /-

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos \_\_\_\_\_ situated at \_\_\_\_\_ Basement and/or stilt and /or \_\_\_\_\_ podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_ /-

(iv) The Allottee shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor. Allottee shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner. The said car parking space shall be used only for the purpose of parking motor vehicle and

not for any other purpose. The Society or Limited Company/Federation/ Apex body shall finally ratify the reservation of such car parking in its first meeting at the time of handover by the Promoter.

OR

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

1(b) The total aggregate consideration amount for Apartment/Shop/Commercial Premises/Office including garages/covered parking spaces is thus Rs. \_\_\_\_\_/-.

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

i. Amount of Rs. \_\_\_\_\_ /-( \_\_\_\_\_ ) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs. \_\_\_\_\_ /-( \_\_\_\_\_ ) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment/Shop/Commercial Premises/Office is located.

iii. Amount of Rs. \_\_\_\_\_ /-( \_\_\_\_\_ ) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment/Shop/Commercial Premises/Office is located.

iv. Amount of Rs. \_\_\_\_\_ /-( \_\_\_\_\_ ) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment/Shop/Commercial Premises/Office.

v. Amount of Rs. \_\_\_\_\_ /-( \_\_\_\_\_ ) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment/Shop/Commercial Premises/Office.

- vi. Amount of Rs. \_\_\_\_\_/- ( \_\_\_\_\_ ) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment/Shop/Commercial Premises/Office is located.
- vii. Amount of Rs. \_\_\_\_\_/- ( \_\_\_\_\_ ) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment/Shop/Commercial Premises/Office is located.
- viii. Balance Amount of Rs. \_\_\_\_\_/- ( \_\_\_\_\_ ) against and at the time of handing over of the possession of the Apartment/Shop/Commercial Premises/Office to the Allottee on or after receipt of occupancy certificate or completion certificate.
- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, **GST, Swachh Bharat Cess**, any, other Cess or any other similar taxes which may be levied any time, hereinafter in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment/Shop/Commercial Premises/Office.
- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ \_\_\_\_\_ %

per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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

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

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

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

- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/Shop/Commercial Premises/Office to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. (“Payment Plan”).
2. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **41288.87 square meters + Fungible FSI** only and Promoter has planned to utilize Floor Space Index of **41173.54 square meters + Fungible FSI** by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of **4.55 + Fungible FSI** as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment/Shop/Commercial Premises/Office based on the proposed construction and sale of Apartment/Shop/Commercial Premises/Office to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only till conveyance/assignment of freehold rights.

As directed by the Slum Rehabilitation Authority "Triangular portion of CTS No. 661/1(pt), 658/10C (pt) & 658/10 D abutting 18.30 Mt. Wide D. P. Road & Plot under reference along with the slum structures in the Slum Rehabilitation Scheme u/r subject to acquisition of the said Plot". The Promoter is in the process of acquisition of said Plot. Consequent upon successful acquisition of said plot, the Floor Space Index for the Project would surge, as per relevant norms. In light of the change in FSI value, the plan of Wing 'B' & 'C', i.e., the Building comprising of Residential & Commercial premises would be subsequently amended. **Accordingly the Allottee hereby agrees and undertakes that he/she/they shall not obstruct or object or dispute the right, title and**

interest of the Promoters in respect of use of the balance/remaining FSI available in respect of the said property, and the additional F.S.I. and/or T.D.R. or Fungible Area or Additional Buildable Area benefit by whatever named called and in all forms available to the Promoters as above as per the existing policy or concerned statutes, Rules, Regulations, Circulars, etc. and/or as may be permitted in future and shall do and perform all such acts, deeds, things and matters and to sign and execute all such requisite confirmations, applications, etc., if so required, by the Promoters. The Promoters and their personnel, including Surveyors, Architects, Engineers, Labourers, shall therefore continue to access and use common areas, lifts, etc., for completing the rest of the Project.

- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment/Shop/Commercial Premises/Office to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing **three defaults** of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:
- Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.
- Provided further that upon termination of this Agreement as aforesaid, the Promoter

shall refund to the Allottee (subject to adjustment and recovery of liquidated damages and or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment/Shop/Commercial Premises/Office which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment/Shop/Commercial Premises/Office as are set out in Annexure 'E', annexed hereto.
  
6. The Promoter shall give possession of the to the Allottee in the Apartment/Flat **up to 44 floors** in the **Residential Building of Wing 'B' ("SAI EMERALD")** on or before **31<sup>st</sup> day of December, 2030**. Thereafter, possession of Apartment/Shop/Commercial Premises/Office in the remainder of the **57 floors** and/or may be **63 floors** in the **Residential Building of Wing 'B' ("SAI EMERALD")**, and the **Commercial Building of Wing 'C' ("SAI EMBASSY")** shall be given by **31<sup>st</sup> day of December, 2033**. If the Promoter fails or neglects to give possession of the Apartment/Shop/Commercial Premises/Office to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment/Shop/Commercial Premises/Office with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

The Common Amenities mentioned in Annexure '\_\_\_' shall be provided in phased manner. The Promoters shall give part possession of the Building Wing 'B'. Therefore, Allottees, shall give their full co-operation in completing the balance part of construction, project, amenities, etc. The provision of amenities mentioned on the rooftop shall be contingent upon the completion of the terrace of the aforementioned Building.

The Promoter shall provide all Common Amenities as described in Annexure '\_\_\_' such as swimming pool with jacuzzi, multipurpose court, etc. However, Promoter may

amend or withdraw some Common Amenities at his discretion. Also, it may not be possible for the Promoter to provide some of the amenities due to space constraints or technical or practical cause.

In the event of a change in plan or amendment, it is possible that the construction of the terrace floor may be executed partially rather than in its entirety. Consequently, the Common Amenities associated with the terrace floor of the Project shall be adjusted accordingly to align with the modified construction plans.

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

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

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

7.2 The Allottee shall take possession of the Apartment/Shop/Commercial Premises/Office within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartment/Shop/Commercial Premises/Office are ready for use and occupancy.

- 7.3 **Failure of Allottee to take Possession of Apartment/Shop/Commercial Premises/Office:** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment/Shop/Commercial Premises/Office from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment/Shop/Commercial Premises/Office to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4. If within a period of **five years** from the date of handing over the Apartment/Shop/Commercial Premises/Office to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment/Shop/Commercial Premises/Office or the building in which the Apartment/Shop/Commercial Premises/Office are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act, **it shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the Apartment/Shop/Commercial Premises/Office and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.**
8. The Allottee shall use the Apartment/Shop/Commercial Premises/Office or any part thereof or permit the same to be used only for purpose of \*residence/office/show-room/shop/godown/banquet/hotel/restaurant\* for carrying on any industry or business (\*strike of which is not applicable). **The Allottee shall use the garage or parking space only for purpose of keeping or parking vehicle.**
9. The Allottee along with other allottee(s) of Apartment/Shop/Commercial Premises/Office in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may

decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. Any delays in signing and handing over of documents by the Allottee to the Promoter shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly.

Provided that in the absence of local laws, the association of allottees by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their plot or Apartment/Shop/Commercial Premises/Office or Building/Wing, as the case may be, in the project.

Where a Co-operative Housing Society or a Company or any other legal entity of Allottees is to be constituted for a single building not being part of a layout; or in case of layout of more than 1 Building or a Wing of 1 Building in the layout, the Promoter shall submit the application in that behalf to the Registrar for registration of the Co-Operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity, within three months from the date on which 51 % (Fifty-one percent) of the total number of Allottees in such a Building or a Wing, have booked their Apartment/Shop/Commercial Premises/Office.

Where a Promoter is required to form an Apex Body either as a Federation of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities or as a Holding Company of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities, then the Promoter shall submit an application to the Registrar for registration of the Co-Operative Society or the Company to form and register an Apex Body in the form of Federation or Holding entity consisting of all such entities in the Layout formed. Such application shall be made within a period of three months from the date of the receipt of the Occupancy Certificate of the last of the building which was to be constructed in the Layout.

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

In the case of a Building or a Wing of a Building in a Layout, the Promoter shall (subject to his right to dispose of the remaining Apartment/Shop/Commercial Premises/Office, if any) execute the conveyance of the structure of that Building or Wing of that Building (excluding basements and podiums) within one month from the date of issue of Occupancy Certificate.

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

In the case of a layout, the Promoter shall execute the conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise within three months from the date of issue of Occupancy Certificate to the last of the Building or Wing in the Layout.

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

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment/Shop/Commercial Premises/Office is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment/Shop/Commercial Premises/Office) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or

such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution of Rs. \_\_\_\_\_ + **GST (if applicable)** per month towards the outgoings **which shall be paid in advance for 36 months on/before possession of the Apartment/Shop/Commercial Premises/Office.** The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of freehold rights of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of freehold rights being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be. **The Allottee shall directly pay Property Assessment Tax to the Municipal Corporation of Greater Mumbai.**

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

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

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

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

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

(v) Rs. \_\_\_\_\_ for Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs. \_\_\_\_\_ for deposits of electrical receiving and Sub Station provided in Layout.

**(All the aforesaid amounts to be decided by the Promoter at the time of possession, on**

actual amount incurred/to be incurred)

11. The Allottee shall pay to the Promoter a sum of Rs. \_\_\_\_\_ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of freehold rights.
12. At the time of registration of conveyance or freehold rights of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or freehold rights or any document or instrument of transfer in respect of the structure of the said Building / wing of the building. At the time of registration of conveyance or freehold rights of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or freehold rights or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

### 13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report, if any;

- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report, if any;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment/Shop/Commercial Premises/Office which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Shop/Commercial Premises/Office to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative

enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whose hands the Apartment/Shop/Commercial Premises/Office may come, hereby covenants with the Promoter as follows: -

- i. To maintain the Apartment/Shop/Commercial Premises/Office at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment/Shop/Commercial Premises/Office is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/Shop/Commercial Premises/Office is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment/Shop/Commercial Premises/Office is situated and the Apartment/Shop/Commercial Premises/Office itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment/Shop/Commercial Premises/Office any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure or the passages or lifts/elevators of the building in which the Apartment/Shop/Commercial Premises/Office is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment/Shop/Commercial Premises/Office is situated, including entrances of the building in which the Apartment/Shop/Commercial Premises/Office is situated and in case any damage is caused to the building in which the Apartment/Shop/Commercial Premises/Office is situated or the Apartment/Shop/Commercial Premises/Office on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach. The Allottee is expressly prohibited from carrying or transporting any type of goods or materials in all lifts within the designated

premises, except when utilizing the designated service lifts for such purposes.

- iii. To carry out at his own cost all internal repairs to the said Apartment/Shop/Commercial Premises/Office and maintain the Apartment/Shop/Commercial Premises/Office in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment/Shop/Commercial Premises/Office is situated or the Apartment/Shop/Commercial Premises/Office which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment/Shop/Commercial Premises/Office or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment/Shop/Commercial Premises/Office or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/shop/commercial premises/office is situated and shall keep the portion, sewers, drains and pipes in the Apartment/Shop/Commercial Premises/Office and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment/Shop/Commercial Premises/Office is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment/Shop/Commercial Premises/Office without the prior written permission of the Promoter and/or the Society or the Limited Company. Allottees shall only install invisible grills outside their Apartment/Shop/Commercial Premises/Office windows.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the

Apartment/Shop/Commercial Premises/Office is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/Shop/Commercial Premises/Office in the compound or any portion of the project land and the building in which the Apartment/Shop/Commercial Premises/Office is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment/Shop/Commercial Premises/Office is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment/Shop/Commercial Premises/Office by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment/Shop/Commercial Premises/Office until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment/Shop/Commercial Premises/Office therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation

regarding the occupancy and use of the Apartment/Shop/Commercial Premises/Office in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. Till a conveyance of the structure of the building in which Apartment/Shop/Commercial Premises/Office is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof,
  - xii. Till a conveyance of the project land on which the building in which Apartment/Shop/Commercial Premises/Office is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 15A. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/ fees/ charges for services/ commission/ brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/ allottee/ both, as the case may be, in accordance with the agreed terms of payment.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/Shop/Commercial Premises/Office and Building or any part thereof. The Allottee shall have no claim save and except in

respect of the Apartment/Shop/Commercial Premises/Office hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

#### 17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

#### 18. BINDING EFFECT

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

#### 19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all

understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/Shop/Commercial Premises/Office/Plot/Building, as the case may be.

## 20. RIGHT TO AMEND

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

## 21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

## 22. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment/Shop/Commercial Premises/Office to the total carpet area of all the

Apartment/Shop/Commercial Premises/Office in the Project.

#### 24. FURTHER ASSURANCES

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

#### 25. PLACE OF EXECUTION

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

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

27. That all notices to be served on the Allottee and the Promoter as contemplated by this 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 Allottee

\_\_\_\_\_ (Allottee's Address)

Notified Email ID: \_\_\_\_\_

**M/s. Harmony Homes Creation**

Having office at: -

CTS No. 667C, Ground Floor, Near Dutt Mandir

J.N. Road, Mulund (W), Mumbai - 400080

Notified Email ID: harmonyhomesc@gmail.com

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

## 28. 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.

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

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

## 31. GOVERNING LAW

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

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



**SCHEDULE - I**

(THE SAID PLOT ABOVE REFERRED TO)

All that piece and parcels of lands and grounds bearing Survey No. 44, Hissa No. 4, Corresponding C.T.S. No.667 C, admeasuring 2 Acres and 21 Gunthas equivalent to 12221 sq. yards or 10218.35 sq. mtrs., situated at, Village- Nahur, Taluka- Kurla, District Mumbai Suburban, and bounded as under:

On or Towards the East	:	_____
On or Towards the West	:	_____
On or Towards North	:	_____
On or Towards South	:	_____

**SCHEDULE - II**

(SAID APARTMENT/SHOP/COMMERCIAL PREMISES/OFFICE ABOVE REFERRED TO)

Apartment/Shop/Commercial Premises/Office No. \_\_\_\_\_ on the \_\_\_\_\_ Residential/Commercial Floor, \_\_\_\_\_ of the Wing/New Building named “**SAI EMERALD/SAI EMBASSY**” situated within the “**OM SAI COMPLEX**” which is constructed in or upon the above referred said Plot, which Apartment/Shop/Commercial Premises/Office is shown on the Floor Plan thereof as Annexure 'D'.

**SCHEDULE - III**

(AMENITIES)

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ AT \_\_\_\_\_.**

**THE COMMON SEAL OF THE WITHINNAMED “PROMOTER”**

**M/s. HARMONY HOMES CREATION**

Through its Partner/s,

1)

Sign

Photo

Left Thumb

2)

Sign

Photo

Left Thumb

**SIGNED & DELIVERED BY THE WITHINNAMED “ALLOTTEE/S”**

1)

Sign

Photo

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2)

Sign

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In the presence of

1)

Sign

Photo

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2)

Sign

Photo

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Housiey.com

## RECEIPT

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

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

I say received

**M/s. Harmony Homes Creation**  
(Through its Partner/s)

Housiey.com