

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** ("**this Agreement**") is made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**BETWEEN**

**M/S. KABRA & ASSOCIATES LLP**, a Partnership Firm registered under the provisions of the Indian Partnership Act, 1932 under No. AAH-2769 having its registered office at 10<sup>th</sup> Floor, Kamla Hub, N. S. Road No.1, JVPD Scheme, Vile Parle (W), Mumbai: 400049, hereinafter referred to as "**the Promoter/Developer**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor) of the **ONE PART**

**AND**

**MR.**\_\_\_\_\_ **& MRS.** \_\_\_\_\_, Adult/s, Indian Inhabitants, having his/her/their address for the purpose of these presents at \_\_\_\_\_, hereinafter referred to as "**the Allottee/s**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and incase of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor

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and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART;**

**WHEREAS:**

- A.** By virtue of the Form – HH –I dated 24<sup>th</sup> August, 1970, Shree Sahawas Co-operative Housing Society Limited (hereinafter referred to as “**the Society**”) is seized, possessed of and otherwise entitled to the Plot Nos. 5 & 6 admeasuring 1602 square yards equivalent to 1341.4 square meters as per Form HH. I dated 24<sup>th</sup> August 1970 and 1600 square yards equivalent to 1337.8 Square meters as per the Property Register Card bearing Survey No.236-A now corresponding to C.T.S. No.194/A/16/2 of Village Ghatkopar, Taluka Kurla, MSD and lying, being and situate at Br. Nath Pai Nagar, Barrister Nath Pai Road, Ghatkopar (East), Mumbai – 400077 (“**the said Land**”). The said Land is more particularly described in the **First Schedule** hereunder written and shown on the plan annexed hereto and marked as **Annexure “1”**.
- B.** Subsequently, the Society constructed a building of three wings each of ground plus three upper floors comprising 24 (Twenty Four) flats (collectively referred to as “**the Old Building**”)

The Land and the old Building shall be collectively referred to as the “**Property**”

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- C. The Old Building had become old and dilapidated and hence in the Special General Body Meeting held on 11<sup>th</sup> August, 2012, the Society unanimously approved the name of the Promoter herein for carrying out the redevelopment of the said property and in pursuance thereof by its letter dated 24<sup>th</sup> June, 2015 awarded the contract for the same to the Promoter.
- D. In view of the aforesaid, by and under a Redevelopment Agreement dated 15<sup>th</sup> December, 2021 registered with the office of the Sub-Registrar of Assurances under Serial No.KRL-4-22786-2021 read with a Supplemental Agreement dated 11<sup>th</sup> December, 2022 registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-1-22888-2022 executed between the Society (therein referred to as “the Society”), the existing Members (“therein referred to as “the Existing Members”) and the Promoter (therein referred to as “the Developer”), the Society granted to the Promoter and the Promoter acquired from the Society the rights to redevelop the said property for the consideration and on the terms and conditions mentioned therein. The Society also executed a Power of Attorney dated 15<sup>th</sup> December, 2021 and registered with the office of the Sub Registrar of Assurances under Serial No.KRL-4-22787-2021 in favour of the Promoter with respect to the redevelopment of the said property for the purposes more particularly mentioned therein.

The said Redevelopment Agreement dated 15<sup>th</sup> December, 2021 and the Supplemental Agreement dated 11<sup>th</sup> December, 2022 are hereinafter collectively referred to as “**the Redevelopment Agreement**”.

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- E.** Vide an Order dated 28<sup>th</sup> February, 2022 of the Collector, MSD, the said land has now been converted from Occupancy Class-II and Leasehold Land to Occupancy Class-I i.e. Freehold land upon payment of transfer fees/premium to the Government of Maharashtra. Accordingly, the said land has now been transferred in the name of the Society and thus, the Society became absolute owner and is seized and possessed of otherwise sufficiently entitled to the said property.
- F.** The Promoter is entitled to construct a building on the said property in accordance with the Recitals hereinabove.
- G.** The Promoter is redeveloping a building known as '**Shree Sahawas Co-operative Housing Society Limited**' on the said Land and proposed as a "Real Estate Project" by the Promoter and has been registered as a 'Real Estate Project' ("**the Real Estate Project**") with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**"). The Authority has duly issued a Certificate of Registration bearing No.\_\_\_\_\_ dated \_\_\_\_\_ ("**the RERA Certificate**") for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **Annexure "2"** hereto.
- H.** The Allottee has, prior to the date hereof, examined the copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee/s has accepted the development of the Real Estate Project. The Allottee/s has also

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examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

I. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below: -

(i) The Real Estate Project consists of a building of 'Shree Sahawas Co-operative Housing Society Limited' known as "**Kabra Embraze**";

(ii) The details of the Real Estate Project are as follows:

a. The Real Estate Project will be upto **18** floors, of which **15(pt)** floors have been sanctioned as on the date hereof and the balance upper floors are proposed to be sanctioned;

(iii) The Real Estate Project shall comprise units/premises consisting of apartments and flat/s and tenement/s as per the list that has been provided to the RERA authorities upon registration of the Real Estate Project.

(iv) Total FSI of **5,365.60** square metres has been sanctioned for consumption in the construction and development of the Real Estate Project. The Promoter proposes to eventually consume a further FSI of **1780.25** square metres aggregating to total FSI of **7,145.85** square metres in the construction and development of the Real Estate Project;

(v) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and are listed in

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the **Second Schedule** hereunder written ("**Real Estate Project Amenities**").

- (vi) The Promoter shall be entitled to put hoarding/boards of their Brand Name in the form of Neon Signs, MS Letters, Vinyl & Sun Boards or other material on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo/ signs.
- (vii) A copy of the Intimation of Approval bearing No. N/PVT/0109/20221004/AP/C dated 13<sup>th</sup> March, 2023 and Commencement Certificate dated \_\_\_\_\_ issued by Slum Rehabilitation Authority ("**SRA**") are annexed herewith and marked as **Annexure "3"** and **Annexure "4"** respectively, are also included as part of the RERA Certificate.
- (viii) The statutory approvals mandatorily required by the Promoter to hand over certain stipulated percentage/area of the said Land to the concerned authorities or develop the same as public amenities. The Promoter shall determine and identify the portion and location of the said Land to be handed over for complying with the terms and conditions of statutory approvals. The portion of the said Land remaining after handing over the stipulated percentage/area if any, to the SRA or any other statutory authority and/or after developing public amenities, only would be available for transferring to the Society. A list of the amenities and reservations affecting the said Land is set out in **Annexure "5"**

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hereto.

- (ix) The nature of development of the said Land would constitute a mixture of users as may be permissible under applicable law from time to time.
- J. The Allottee/s is/are desirous of purchasing a residential flat/shop/ commercial bearing No.\_\_\_\_ on the \_\_\_\_ floor of the Real Estate Project (hereinafter referred to as the "**said Premises**").
- K. The Promoter has entered into standard Agreement/s with an Architect – Mr. Ketan Balsara registered with the Council of Architect and such Agreement is as per the Agreement prescribed by the Council of Architects.
- L. The Promoter has appointed a Structural Engineer – M/s. Epicons Consultants Pvt. Ltd. for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.
- M. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee of the Premises and to receive the sale consideration in respect thereof.
- N. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Land, and the plans, designs and specifications prepared by the Promoter's Architects, Mr. Ketan Balsara, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following:

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- (i) Agreement in Form HH-I dated 24th August, 1970
  - (ii) Registered Redevelopment Agreement dated 15/12/2021 in favour of M/s. Kabra & Associates
  - (iii) Registered Power of Attorney dated 15/12/2021 in favour of M/s. Kabra & Associates.
  - (iv) Registered Supplemental Agreement dated 11/12/2022
  - (v) The Title Certificate dated 27<sup>th</sup> May, 2022 issued by Roshan Alwa & Associates, Advocates, certifying the title of the said Land.
  - (vi) The SRA, has, by and under an Intimation of Approval (IOA) bearing No.N/PVT/0109/20221004/AP/C dated 13/03/2023 granted its approval with respect to redevelopment of the building on the said Land subject to the terms and conditions mentioned therein.
  - (vii) The SRA has issued a Commencement Certificate dated \_\_\_\_\_.
  - (viii) SRA Sanctioned Layout Plans,
  - (ix) The authenticated copies of the Property Register Card with respect to the said Land is annexed and marked as **Annexure “6”** hereto;
- O. The Allottee/s states, confirms and represents that the Allottee/s has read and understood the terms and conditions of the aforesaid agreements, circulars, orders and approvals and confirms that he/she is eligible to enter into and execute this Agreement and purchase the said premises.
- P. The Allottee/s has prior to the execution of this Agreement satisfied himself about (i) the rights of the Promoter to develop

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the said Land (ii) the approvals and sanctions obtained till date for the development of the said Building (iii) the nature of the rights retained by the Promoter under this Agreement. This Agreement has been entered into by the Allottee/s after seeking necessary legal advice.

- Q.** While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- R.** Further, the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained and are being obtained by the Promoter. **Annexure “7”** hereto sets out the approvals required for the Real Estate Project, including the status.
- S.** The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans and approvals and permissions, as referred hereinabove.
- T.** The carpet area of the said Premises as defined under the provisions of RERA, is \_\_\_\_ square metres.
- U.** The Allottee/s accepts that fungible FSI has been utilized in the construction of his/ her premises.
- V.** The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms,

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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.

- W.** The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises, at or for a consideration of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** and upon the terms and conditions mentioned in this Agreement ("**Sale Consideration**"). The Allottee shall be required to bear and pay the necessary costs, charges and expenses together with all taxes including GST and all other indirect taxes thereon. 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 Premises agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter does hereby admit and acknowledge). The Allottee/s shall deduct tax at source in accordance with applicable law and will provide the challans and certificates to the Promoter, within the period prescribed by law.
- X.** Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- Y.** In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the Premises and the parking as set out herein below.

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7. The list of Annexes attached to this Agreement are stated hereinbelow:-

Annexure “1”	CTS Plan
Annexure “2”	RERA Certificate
Annexure “3”	Intimation of Approval
Annexure “4”	Commencement Certificates
Annexure “5”	Amenities and/or Reservation
Annexure “6”	Property Register Cards
Annexure “7”	Approvals
Annexure “8”	Floor Plan

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
2. The Promoter shall construct the Real Estate Project being 1 (one) building of 'Shree Sahawas Co-operative Housing Society Limited' known as '**Kabra Embraze**' consisting of 2 Level Basements, Shops/Commercial Premises on Ground Floor and **18** upper floors including Podiums in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the SRA from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the **Second Schedule** hereunder written.

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3. Purchase of the Premises and Sale Consideration:

- (i) The Allottee hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee, the said Premises bearing No. \_\_\_\_ of the \_\_\_\_ **BHK** type admeasuring \_\_\_\_ square metres carpet area as per RERA on the \_\_\_\_ floor in the said Real Estate Project (the said Premises are more particularly described in the **Fourth Schedule** and are shown in the floor plan annexed and marked **Annexure “8”** hereto) at and for the consideration of **Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ Only).**
- (ii) The Promoter hereby agrees to allot to the Allottee, \_\_\_\_ parking space/s in the said Land and a letter from the Promoter shall be issued to the Allottee/s confirming the specific parking space to be allotted within 3 months from the Possession Date.
- (iii) The Allottee has paid before execution of this Agreement, a sum of **Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ Only)** as advance payment and hereby agrees to pay to the Promoter the balance amount of the Sale Consideration of **Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ Only)** in the following manner: -
- (a) An amount of **Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ Only)** (which does not exceed 25% of the Sale Consideration), is to be paid to the Promoter after the execution of Agreement and simultaneously with registration of this Agreement under the Registration Act, 1908;

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- (b) An amount of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** (which does not exceed 45% of the Sale Consideration), is to be paid to the Promoter on completion of the plinth of the said Real Estate Project;
- (c) An amount of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** (which does not exceed 50% of the Sale Consideration), is to be paid to the Promoter on completion of the 2<sup>nd</sup> slab of the said Real Estate Project;
- (d) An amount of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** (which does not exceed 55% of the Sale Consideration), is to be paid to the Promoter on completion of the 6<sup>th</sup> slab of the said Real Estate Project;
- (e) An amount of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** (which does not exceed 60% of the Sale Consideration), is to be paid to the Promoter on completion of the 10<sup>th</sup> slab of the said Real Estate Project;
- (f) An amount of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** (which does not exceed 65% of the Sale Consideration), is to be paid to the Promoter on completion of the 14<sup>th</sup> slab of the said Real Estate Project;
- (g) An amount of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** (which does not exceed 70% of the Sale Consideration), is to be paid to the Promoter on completion of the 18<sup>th</sup> slab of the said Real Estate

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Project;

- (h) An amount of **Rs.**\_\_\_\_\_/ - (**Rupees** \_\_\_\_\_  
**Only**) (which does not exceed 75% of the Sale Consideration), is to be paid to the Promoter on completion of the 20<sup>th</sup> slab of the said Real Estate Project;
- (i) An amount of **Rs.**\_\_\_\_\_/ - (**Rupees** \_\_\_\_\_  
**Only**) (which does not exceed 80% of the Sale Consideration), is to be paid to the Promoter on completion of the Top slab of the said Real Estate Project;
- (j) An amount of **Rs.**\_\_\_\_\_/ - (**Rupees** \_\_\_\_\_  
**Only**) (which does not exceed 85% of the Sale Consideration), is to be paid to the Promoter on completion of internal walls of the said premises;
- (k) An amount of **Rs.**\_\_\_\_\_/ - (**Rupees** \_\_\_\_\_  
**Only**) (which does not exceed 88% of the Sale Consideration), is to be paid to the Promoter on completion of the external texture of the said premises.
- (l) An amount of **Rs.**\_\_\_\_\_/ - (**Rupees** \_\_\_\_\_  
**Only**) (which does not exceed 91% of the Sale Consideration), is to be paid to the Promoter on completion of floorings, doors & windows of the said premises.
- (m) An amount of **Rs.**\_\_\_\_\_/ - (**Rupees** \_\_\_\_\_  
**Only**) (which does not exceed 94% of the Sale Consideration), is to be paid to the Promoter on

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completion of the external plumbing, elevation, terraces with waterproofing of the said Real Estate Project and completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.

**(n)** An amount of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** (which does not exceed 97% of the Sale Consideration), is to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environmental requirements, entrance lobby/s, plinth protection, paving of areas appertained of the said Real Estate Project.

**(o)** The balance amount of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**, is to be paid to the Promoter against and at the time of offering possession of the Premises to the Allottee on/after receipt of the Occupation Certificate or Completion Certificate.

**(iv)** The Allottee agrees to pay the Sale Consideration in installments as set out hereinabove, along with applicable taxes, within 7 (seven) days from the date of written demand made by the Promoter, subject to deduction of applicable TDS as per the Income Tax Act, 1961. The TDS shall be deducted at the time of making payment of installment and remitted by Allottee in the government account in accordance with the provisions of the Income Tax Act, 1961. The Allottee further agrees and undertakes to submit to the Promoter, the original TDS Certificate within 7 (seven) days from the date of payment of TDS. The Allottee is aware and agrees that it is only upon the Allottee submitting the TDS

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Certificate to the Promoter, that the amount of TDS shall be credited to his account. On the failure of the Allottee in submitting the TDS Certificate, the Promoter shall be entitled not to give credit to the Allottee in respect of the amount of TDS. Further, the Allottee is aware that payment of TDS in the government account is solely the responsibility of the Allottee and in the event of the Allottee not paying the TDS in accordance with the provisions of Income Tax Act, 1961, the Allottee alone shall be liable for the consequences as per the Income Tax Act, 1961, and the Promoter shall not be responsible for non-payment or delayed payment thereof.

- (v) It is clarified that 70% of the Sale Consideration shall be transferred in the Bank Account in accordance with RERA and the RERA Rules.
- (vi) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including service tax, VAT, GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be

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liable to bear or pay the same or any part thereof. All these payments will be made by the Allottee as and when called upon by the Promoter and/or as required by the concerned Government or authority, as the case may be. The Allottee agrees and accepts that the Sale Consideration value is arrived at mutually as per prevailing market rates and conditions, after considering the benefit of any additional input tax credit accruing to the Promoter under the GST law. Post absorption of the incremental tax impact under GST by the Promoter, to the extent absorbed by it, the Allottee/s hereby unconditionally and irrevocably agrees and accepts that the Promoter has no further obligation to pass any additional benefit under the anti-profiteering provisions under Section 171 of CGST Act, 2017.

**(vii)** The Sale Consideration 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 / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee.

**(viii)** It is agreed between the parties that in the event the Allottee/s has/have availed of the benefit of any subvention scheme or any other scheme as may have been made available to the Allottee, the terms and conditions of such

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scheme including the subvention scheme and any letters, NOCs, Indemnity Bonds, Deeds, Agreements/Tripartite Agreements, MOUs, etc. as may have been executed between the Promoter and the concerned Banks/Financial Institutions shall apply and the Allottee/s shall comply with the same. The Promoter shall also be authorized to take such steps under the schemes and documents executed in that regard, as deemed fit by the Promoter. If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in this Clause 3 and Clauses herein below and the availment of any such loan will not absolve Allottee of its responsibilities under this Agreement.

- (ix) The carpet area is subject to a variation cap of 3% (three per cent). If there is any reduction in the carpet area more than the defined limit of 3%, then, the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days, 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 towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under the Clause mentioned herein, shall be made at the same rate per square meter as agreed in the Clause herein. The Allottee will not have any right to claim possession of the said Premises till the Allottee makes payment of all dues towards the said Consideration of the said Premises as well as other

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charges and amounts as demanded by the Promoter.

- (x) 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/its 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/her/its payments in any manner.
4. 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 SRA or any other authority at the time of sanctioning the plans of the Real Estate Project or thereafter and shall, before handing over possession of the said Premises to the Allottee, obtain from the SRA, the Occupation Certificate or Completion Certificate in respect of the said Premises, as may be applicable.
5. Time is of the essence of this Agreement for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Premises and handing over the Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the **Second Schedule** hereunder written. Similarly, the Allottee shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

6. FSI, TDR and development potential

The Allottee hereby agrees, accepts and confirms that the

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Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed herein above and all the plans, proformas and specifications pertaining thereto and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

7. Possession Date, Delay and Termination:

(i) The Promoter shall offer possession of the Premises to the Allottee on or before 31<sup>st</sup> day of December, 2027 or such extended date as may be allowed by MahaRERA from time to time ("**Possession Date**"). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of reasons beyond the Promoter's control or all of the following factors: -

- (a) Any force majeure events;
- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

(ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for offering possession of the said Premises to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 7(i) above), then the Allottee shall be entitled to either of the following options: -

- (a) call upon the Promoter by giving a written notice by Courier/ E-mail/ Registered Post A.D. at the address

Promoter	Allottee/s

provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum thereon for every month of delay from the Possession Date ("**the Interest Rate**"), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee; **OR**

- (b) the Allottee shall be entitled to terminate this Agreement by giving a written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Allottee Termination Notice**"). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum thereon ("**Interest Rate**") to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car park in the

Promoter	Allottee/s

manner it deems fit and proper.

- (iii) In case the Allottee elects its remedy under sub-clause (ii) (a) above then in such a case the Allottee shall subsequently not be entitled to the remedy under sub-clause (ii) (b) above.
  
- (iv) If the Allottee fails to make any payment on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amount was due and payable till the date such amounts are fully and finally paid together with the interest thereon at the interest rate.
  
- (v) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned herein above, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on a due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing three defaults of payment of installments of the Sale Consideration, the Promoter shall be entitled, at its own option and discretion, to terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in

Promoter	Allottee/s

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 the Default Notice, including making full and final payment of any outstanding dues together with interest thereon computed at the Interest Rate, then at the end of the period specified in the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit 10% of the Sale Consideration together with accumulated interest and any sums paid by the Promoter towards stamp duty and/or registration charges and/or taxes ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall after deduction of the Forfeiture Amount refund the balance amount of the Sale Consideration to the Allottee. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or car parks in the manner it deems fit and proper.

8. The common areas, facilities and amenities in the said Project that may be usable by the Allottee are listed in the **Second Schedule** hereunder written. The internal fitting and fixtures in the

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said Premises that shall be provided by the Promoter are listed in the **Third Schedule** hereunder written.

**9. Procedure for taking possession:**

- (i) Upon obtainment of the Occupancy Certificate from the SRA and upon payment by the Allottee of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing ("**Possession Notice**"). The Allottee agrees to pay the maintenance charges as determined by the Promoter or the Society, 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 Real Estate Project and on offering possession of the existing members' premises to the said Society, provided the Allottee has made payment of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement.
- (ii) Upon receiving the Possession Notice from the Promoter as per Clause 9(i) above, the Allottee shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the Premises within the time provided above in above mentioned Clause, the Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be

Promoter	Allottee/s



decided by the Promoter.

(iii) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and said Land including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the SRA/MCGM or other 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 Real Estate Project and/or the said Land to the Society.

10. If within a period of 5 (five) years from the date of obtainment of the occupation certificate with respect to the said Premises, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the said Real Estate Project, then, wherever possible such defects shall be rectified by the Promoter at its 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 RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project or by wear and tear in regular course. The Allottee is notified and is aware that all natural materials that are to be installed in the said Premises and/or in the Real Estate Project and/or that form part of the amenities, including, tiles, timber etc., are susceptible to tonality differences,

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and their non-conformity, natural discoloration, or variations at the time of installation will be unavoidable. The Allottee is further informed and agrees that the warranties with respect to any equipment, appliances and electronic items (white goods) provided by the Promoter in the said Premises or in the said Real Estate Project, as the case may be, shall be as per the standard warranties provided by their respective manufacturers only and in the event of any defect in such equipment, appliances and electronic items, the Allottee shall deal with the concerned dealer/equipment installer/ manufacturer directly and the Promoter shall not be liable for the same. It is agreed and acknowledged that beyond the manufacturer warranties, annual maintenance contracts shall be obtained by the Allottee/s and/or the Society, as the case may be at its own costs and expenses. It is further agreed that the appliances and electronic items installed and forming part of the said Premises and/or the Real Estate Project as the case may be, shall be maintained, serviced and repaired only by the manufacturers, suppliers, dealers or authorized third party maintenance providers and if such equipment, appliances and electronic items are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the manufacturers, suppliers, dealers or authorized third party maintenance providers, then the warranties in respect thereof shall be rendered void.

- 11. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for intended purpose.
- 12. The said premises shall not be used or not allowed to be used for running i) Wine Shop ii) Restaurants iii) bars (however, café is allowed) iv) Meat Shop v) Hospitals and any onward agreement by the Allottee will also cover a clause in respect of the premises

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whether for Transfer / Lease / Rent, will contain a clause that will prohibit the use of the commercial premises/shop for the purpose mentioned in this clause i) Wine Shop, ii) Restaurant iii) Bars (however, café is allowed), iv) Meat Shop, v) Hospitals.

**13.** The Allottee and/or its assignees, etc. of the premises will be allowed to park their own vehicles as well as vehicles of their employees, staffs, etc. in the parking areas allotted to them by the Promoter; However, the vehicles of visitors or guests' or customers of the commercial premises/shops shall be parked in the parking areas allotted to the commercial premises/shops through 'Valet Service' only and the cost of the 'Valet Service' shall be borne by the commercial premises/shops owners.

**14. Membership of the Society:**

- (i)** The Allottee shall, along with other allottees of premises/units in the Real Estate Project, shall be joined as members in the Society.
- (ii)** For this purpose, the Allottee shall from time to time sign and execute the application for membership and all other papers, forms, writings and documents necessary for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- (iii)** The Society shall admit all purchasers of flats and premises in the Real Estate Project as members in accordance with its

Promoter	Allottee/s

bye-laws.

- (iv) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees / charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale / allotment or transfer of the unsold areas in the Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises) per month in respect of each unsold premises towards the outgoings.
- (v) Upon receipt of the Occupancy Certificate with respect to the said building of the said Real Estate Project, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project and its common areas, amenities and facilities, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

**15.** The Allottee shall, before delivery of possession of the said Premises in accordance with Clause **9** above, deposit the following amounts with the Promoter-

- (i) share money, application entrance fee of the Society;
- (ii) proportionate share of taxes and other charges/ levies/reserves/sinking fund in respect of the Society;
- (iii) deposit towards provisional monthly contribution towards outgoings of Society;

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The above amounts are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter.

16. The Promoter has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said Land. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common for the Allottee along with other purchasers of flats/units/premises in the Real Estate Project and/or on the said Land, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the purchasers of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the said Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the said Land.

17. **Loan and Mortgage:**

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- a.** The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.
- b.** All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- c.** The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and balance other amounts payable by the Allottee under this Agreement.
- d.** In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law.

Promoter	Allottee/s

**18. Representations and Warranties of the Promoter:**

The Promoter hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate: -

- (i) The Promoter has clear title and has the requisite rights to carry out redevelopment upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Real Estate Project, subject to the terms and conditions of the Indentures mentioned in Recital A to C above;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out redevelopment of the Real Estate Project and shall obtain requisite approvals from time to time to complete the redevelopment of the Real Estate Project;
- (iii) There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee;
- (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, 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 Real Estate Project, shall be

Promoter	Allottee/s

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 Real Estate Project 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 redevelopment agreement or any other agreement / arrangement with any person or party with respect to the said Land and the said Premises, which will, in any manner, adversely 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 Premises to the Allottee in the manner contemplated in this Agreement;
- (ix)** Upon receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the **Second Schedule** hereunder written to the Society;
- (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,

Promoter	Allottee/s



damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project and thereupon shall be proportionately borne by the Society;

- (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 Land) has been received or served upon the Promoter in respect of the Land and/or the Real Estate Project except those disclosed to the Allottee.

19. The Allottee, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows: -

- (i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Real Estate Project in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.
- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the

Promoter	Allottee/s

Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- (iii) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises 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 Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the 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 said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor

Promoter	Allottee/s

any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society;

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Land and/or the Real Estate Project in which the said Premises is situated.
- (vii) Pay to the Promoter within 15 (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 Real Estate Project in which the said Premises is situated.
- (viii) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, installments of Sale Consideration,

Promoter	Allottee/s

as required to be paid under this Agreement.

- (ix) Not to change the user of the said Premises without the prior written permission of the Promoter and/or the Society, as the case may be;
- (x) The Allottee shall not misuse the lift/s machine room/s, elevation features and shall abide by the conditions of the Intimation of Approval (IOA) and Chief Fire Officer (CFO) NOC with their amendments from time to time.
- (xi) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.
- (xii) The Allottee shall observe and perform all the rules and regulations which the Society 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 Real Estate Project and for the observance and performance of the Building Rules,

Promoter	Allottee/s

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 regarding the occupancy and use of the said Premises in the Real Estate 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.

- (xiii) The Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.
- (xiv) No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.
- (xv) If there is more than one Allottee named in this Agreement, all obligations hereunder of such Allottee shall be joint and several. The failure of compliance with any of the terms and conditions, obligations under this agreement shall be considered as failure of all the Allottees. All Allottees shall be treated as one single person for the purpose of this Agreement and all of them shall be jointly and severally liable for the consequences thereof.
- (xvi) All undertakings, declarations, indemnity bond/ bonds,

Promoter	Allottee/s

deeds and writing/s given/ executed and/or may be executed by the Promoter in favour of SRA/MCGM and the concerned bodies/ authorities in respect of the said Land and its development shall be binding upon the Allottee/s and Society of the purchaser/s of flat/ premises.

**(xvii)** Till the entire development of the said Land is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Land and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.

**(xviii)** The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/ or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the Municipal or any other authorities to issue stop work notice, and/ or withdraw and/ or suspend or cancel any orders passed and/ or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/ or to carry out construction, on the said Land.

**(xix)** The Allottee has seen the representations made by the Promoter on the website of the Regulatory Authority as

Promoter	Allottee/s

required by RERA read with RERA Rules and shall keep himself updated with all the matters relating to the Project and/or the said Land, as the case may be, which the Promoter will upload from time to time.

- (xx) The Allottees are aware and confirm that the common areas and amenities shall be usable by the allottees including the allottees/ occupants of the said Building Real Estate Project.
- (xxi) It is further agreed that the Promoter shall not be required to give inspection of the said Premises to the Allottee till the time the Promoter calls upon the Allottee to come forward and take inspection of the said Premises before offering for possession.
- (xxii) The Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land, the building/premises thereon, or any part thereof, to view and examine the state and condition thereto.
- (xxiii) Not to affix any fixtures or grills on the exterior of the Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. If the Allottee has affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose the Allottee shall be liable to pay such sum as may be determined by the Promoter/ the Society to the Promoter / the Society, as the case may be.
- (xxiv) The Allottee shall not create any hardship, nuisance

Promoter	Allottee/s

or annoyance to any other allottees in the Project.

**(xxv)** The Allottee has expressly agreed to take prior written consent from the Promoter or the society, as the case may be, before carrying out any changes/alteration /modification in the said Premises or part thereof. If the Allottee has carried out such changes/alteration/ modification without the written consent of the promoter or the society, the Promoter or the society will not be liable for any consequences or compensation on account of such changes/alterations/ modifications.

**(xxvi)** In the event if the Allottee is/are non-resident Indian citizen or a Person of Indian Origin or an Overseas Citizen of India, or a foreign national/citizen then it shall be the Allottee's sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999 and Reserve Bank of India rules and regulations, and all other applicable/ necessary requirements of the Government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable properties in India. Refunds (if any) to be made to such Allottees for any reason whatsoever, shall be made only in Indian Rupees.

**(xxvii)** The Allottee hereby agrees and undertakes to indemnify and keep indemnified and saved harmless at all times, the Promoter against all loss or damage, and/or against any suits, actions, proceedings or notices that the Promoter or any of its directors, executives of employees may sustain and suffer, and all costs, charges and expenses, that they

Promoter	Allottee/s



may incur by reason of the Allottee's failure, breach, default, non-observance, non-performance, or non-compliance of any of the terms, conditions and provisions of this Agreement, and/or any accident or injury caused to or suffered by the Allottee, or his family members, guests, servants, agents, representative/s.

- (xxviii)** The Allottee shall –
- a.** Not enclose the terrace.
  - b.** Abide by the byelaws of the Society.
  - c.** Not change the outside elevation of the said intended building.
  - d.** Use the residential premises only for residential purpose.
  - e.** Not to modify premises adverse to MCGM approved Plans.

**(xxix)** It is further agreed that the Promoter alone shall be responsible for any claim/s in respect of any premises sold or otherwise transferred to the prospective purchasers and acquirers of the units comprised in the Promoter's Premises and the Society and its existing members are indemnified and save harmless from all costs, charges and expenses and legal fees on account of any claim and/or any damage caused to the prospective acquirers and purchasers of the Promoter's Premises.

**(xxx)** The Allottee shall not hold the Promoter liable or responsible for any harm, injury, loss or damage caused to the Allottee by, or through any failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Real Estate

Promoter	Allottee/s

Project whether or not the same is caused by any Force Majeure Events, or otherwise however.

- 20.** The Promoter shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 21.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the said Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project.
- 22. Promoter shall not mortgage or create a charge:**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises as set out in Recitals above, which will be subject to the no-objection

Promoter	Allottee/s

received from the mortgagees therein. The Promoter shall be entitled to securitise the Sale Price payable by the Allottee under this Agreement (or any part thereof), in the manner permissible by law, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

**23. 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 and Annexes along with the payments due as stipulated in the Payment Plan at Clause 3 above, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances 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

Promoter	Allottee/s

compensation whatsoever.

The Allottee/s shall be bound by the terms of this Agreement, Redevelopment Agreement, Supplemental Agreement and any other agreements/ documents/ deeds/ writings/ arrangements executed or to be executed between the said Society, the SRA/MCGM or any other authority/ies, if any, in future related to this project.

**24. Entire Agreement:**

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

**25. Right to Amend:**

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

**26. 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 said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

Promoter	Allottee/s

**27. Severability:**

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA 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.

**28. Method of calculation of proportionate share:**

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 said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project or the Whole Project or as decided by the said Society, as the case may be.

**29. Further Assurances:**

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

Promoter	Allottee/s

**30. Waiver:**

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

**31. 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 Mumbai. 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 Mumbai.

**32.** The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

**33.** All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been

Promoter	Allottee/s

duly served if sent to the Allottee or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Allottee/s Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Promoter's Name: **M/s. KABRA & ASSOCIATES LLP**

Registered Office Address: **10<sup>th</sup> Floor, Kamla Hub,  
N. S. Road No.1, JVPD Scheme,  
Vile Parle (W), Mumbai: 400049.**

Notified Email ID: **projects@kabragroup.net**

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.

**34. 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.

Promoter	Allottee/s

**35. Stamp Duty and Registration Charges:**

The charges towards stamp duty fees and registration charges of this Agreement shall be borne by the Allottee/s alone.

**36. Dispute Resolution:**

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

**37. Governing Law:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

**38. Permanent Account Numbers:**

Details of the Permanent Account Numbers of the Promoter and Allottee/s are set out below:-

PARTY	PAN No.
KABRA & ASSOCIATES LLP	AARFK2734Q

Promoter	Allottee/s



**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**

**ALL THAT** piece or parcel of land of Shree Sahawas Co-operative Housing Society Limited situate at Barrister Nath Pai Nagar, Barrister Nath Pai Road (90 Feet Road), Ghatkopar (East) Mumbai 400 077 in the revenue village of Ghatkopar, Taluka Kurla within the limits of Greater Mumbai in the district and registration sub-district of Mumbai City and Mumbai Suburban bearing Plot No 5 & 6 of Layout from Survey No. 236-A and now corresponding to CTS No. 194A/16/2 admeasuring 1600 square yards equivalent to 1337.8 Square meters as per the property card and 1602 square yards equivalent to 1341.4 square meters as per Form HH. I dated 24th August 1970 along with a building thereon and bounded as follows that is to say:

- On or towards **North** : By 90 feet wide Road;
- On or towards **South** : By Municipal Garden
- On or towards **East** : By Bhagyodaya Society (Plot No.7) and
- On or towards **West** : By Satyam Society (Plot No.4)

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO:**

- a) Amenity Area.
- b) Minimum two lifts.
- c) Name plate with flat numbers.
- d) Podium

Promoter	Allottee/s

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO:**  
**LIST OF AMENITIES:**

- 1)

Vitrified flooring inside the flats.
- 2)

Granite/Composite Marble cooking platform with S. S. sink in Kitchen.
- 3)

Granite/Composite Marble service platform in Kitchen.
- 4)

Concealed copper wiring with modular switches.
- 5)

Electric points for both Exhaust fan & Aqua Guard in Kitchen.
- 6)

Concealed plumbing with fittings of reputed make.
- 7)

Ceramic tiles upto Door height in Bathrooms & Toilets.
- 8)

Aluminium sliding windows.
- 9)

P. O. P. / Gypsum wall finish.
- 10)

Luster Paint in all rooms.

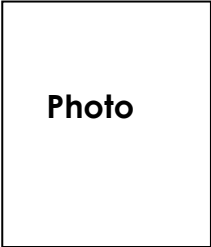
**THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:**

Flat No. \_\_\_\_ admeasuring \_\_\_\_ sq. mt. RERA carpet area including fungible area on the \_\_\_\_ floor of Shree Sahawas Co-operative Housing Society Limited's building known as '**KABRA EMBRAZE**' at Barrister Nath Pai Nagar, Barrister Nath Pai Road (90 Feet Road), Ghatkopar (East) Mumbai 400077 and more particularly described in the First Schedule hereinabove written.

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

Promoter	Allottee/s

**SIGNED AND DELIVERED** by the ]  
withinnamed "**THE PROMOTER**" ]  
**M/s. KABRA & ASSOCIATES LLP** ]  
Through its Partner- \_\_\_\_\_ ]

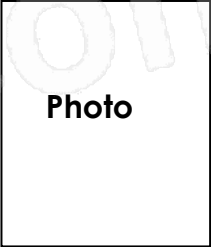


\_\_\_\_\_  
**(Signature)** **(Left Thumb Impression)**  
in the presence of ..... ]

1. Name: \_\_\_\_\_ ]

2. Name: \_\_\_\_\_ ]

**SIGNED AND DELIVERED** by the ]  
withinnamed "**THE ALLOTTEE/S**" ]  
**MR.** \_\_\_\_\_ ]



\_\_\_\_\_  
**(Signature)** **(Left Thumb Impression)**

**MR.** \_\_\_\_\_ ]



\_\_\_\_\_  
**(Signature)** **(Left Thumb Impression)**  
in the presence of ..... ]

1. Name: \_\_\_\_\_ ]

2. Name: \_\_\_\_\_ ]

Promoter	Allottee/s