

## AGREEMENT FOR SALE

This Agreement for Sale is made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_,  
Christian Year Two Thousand Twenty-Five (2025)

### BETWEEN

**M/s. F.A. BUILDERS & DEVELOPERS LLP**, through its Partner,  
[REDACTED] [PAN NO. [REDACTED]], having its office address at 9<sup>th</sup> floor,  
Unit 903, Plot C 31, Naman Centre, Kalina, Bandra Kurla Complex, Bandra East,  
Mumbai 400051 hereinafter called as the “**Promoter/ Developer**” (which  
expression shall unless it be repugnant to the context or meaning thereof shall be  
deemed to mean and include its partners for the time being, their survivor or  
survivors of them and their respective heirs, executors, administrators and assigns)  
of the **FIRSPART**;

### AND

\_\_\_\_\_, PAN No.: \_\_\_\_\_ aged about \_\_\_\_\_  
years adult, Indian Inhabitant(s), residing at \_\_\_\_\_,  
hereinafter referred to as the “**Allotee(s)/ Purchaser**” (which expression shall,  
unless contrary to the context or meaning thereof, mean and include in the case of  
individuals his/her/their heirs and legal representatives and in case of partnership  
firm partners consulting the firm for the time being and the survivors or survivor  
of them and their respective heirs and legal representatives and in the case of  
corporate body, its successors and assign and in the case of the Trust its Trustee  
for the time being) of the **SECOND PART**;

### WHEREAS:

- A. The Government of Maharashtra is *inter alia* the owner of all that piece or  
parcel of land admeasuring 6,178.5 sq. mtrs. bearing CTS No. 497(PT) &  
22(PT) of Vadhavali Village situated at Adarsh Nagar, R.C. Marg, Near Old  
Police Station, Chembur, Mumbai - 400074 in the Registration District and  
Sub-District of Mumbai Suburban, hereinafter referred to as the “**said Larger  
Land**”, which is more particularly described in the **FIRST SCHEDULE**  
hereunder written. A copy of the property cards in respect of CTS No.

497(PT) & 22(PT) of Vadhavali Village are annexed hereto and marked as **Annexure “A-1” & “A-2”**.

- B. The Government of Maharashtra amended the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 to provide for creation of **Slum Rehabilitation Authority (“SRA”)** as the authority to regularise slums and devise a scheme for rehabilitation of slum dwellers. The said Larger Land and the structures standing thereon were declared as a ‘slum property’ by the Deputy Collector (ENC) and Competent Authority, SRA. The said Larger Land was occupied by the various slum dwellers, who have been issued a photo pass by the State Government / BMC and have regularized them.
- C. The Development Control Regulation, 1991 for Greater Mumbai provides for redevelopment of the slum to rehabilitate the slum dwellers who have occupied various structure of the slum. Under DC regulation 33 (10) and the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971, the eligible slum dwellers are required to form a Co-operative Housing Society for the purpose of redevelopment of the said slum.
- D. The slum dwellers on the said Larger Land formed a Co-op. SRA society namely, Jai Ambe SRA Co-op Hsg. Soc. (Proposed) and the same was proposed to be registered. Pursuant thereto, by a Special General Body Resolution dated 10<sup>th</sup> July 2005 of Jai Ambe SRA Co-op Hsg. Soc. (Proposed), the Society resolved to appoint ‘M/s. F. A. Builder and Developer’ as the developer for redevelopment of the area occupied by the Society bearing CTS No. 497 (pt) and 22 (pt) of Vadhavali Village.
- E. By virtue of a notarised Development Agreement dated 14<sup>th</sup> July 2005, the Society i.e. Jai Ambe Co-operative Housing Society (Proposed) assigned the development rights of the parcel of land occupied by them to the Promoter i.e. M/s. F. A. Builder and Developer, on terms and conditions mentioned therein. The said Development Agreement was signed by the office bearers of the said society (proposed).

- F. Thereupon, the slum dwellers entered into individual agreements with the Promoter, thereby giving their consent for the development of the said Larger Land bearing CTS No. 497 (pt) and 22 (pt) of Vadhavali Village, under the Slum Re-habilitation Scheme by the Promoter.
- G. Thereafter, the Promoter applied and obtained a Letter of Intent (“**LOI**”) bearing reference No. SRA/ENG/1163/MW/STGL/LOI dated 20<sup>th</sup> March 2010, issued by the Chief Executive Officer, SRA. The Promoter obtained approval from the Chief Executive Officer, SRA in respect of the slum area admeasuring **5,687.90 sq. mtrs.**
- H. The slum dwellers registered the proposed society i.e. Jai Ambe (Chembur Vadhavli) SRA Co-operative Housing Society Limited on 25<sup>th</sup> June 2010 bearing Registration No. MUM/SRA/HSG/(TC)/11840/2010 under the Maharashtra Co-operative Societies Act, 1960 and a copy of the society registration certificate is annexed hereto and marked as **Annexure “B”**.
- I. Based on the aforesaid LOI, the Slum Rehabilitation Authority addressed a letter dated 30<sup>th</sup> March 2010 to the Collector, requesting them to grant NOC for the S.R.A. Scheme as required from the landowner, as stipulated in the provisions of DCPR 2034, within a period of 60 days in terms of Clause 2.8 of Regulation 33(10) of DCPR, 2034. A copy of the said letter from the SRA to the Collector is annexed hereto and marked as **Annexure “C”**.
- J. Vide a letter dated 30<sup>th</sup> April 2011, issued by City Survey Officer, Chembur addressed to City Survey Officer, SRA, the said City Survey Officer confirmed the area of the said Larger Land for implementation of the Slum Rehabilitation Scheme of Jai Ambe SRA Co-operative Housing Society Ltd. as **6,178.5 sq. mtrs.**, comprising of a portion of land bearing C.T.S. No. 22 (Pt) having an area admeasuring 302.00 Sq. mtrs. out of the total area of 3,056.90 Sq. mtrs (as per the property card) and land bearing C.T.S. No. 497 having an area admeasuring about 5,876.5 Sq. Mtrs. out of the total area of 19,511 Sq. mtrs (as per the property card).

- K. In furtherance of the aforesaid Letter of Intent (LOI) issued by the SRA and the Development Agreement signed between the Promoter and the Society (then proposed), the Promoter has executed various Affidavits/ Undertakings for the purpose of implementing the SRA scheme as contemplated therein.
- L. Thereafter, based on the aforesaid letter dated 30<sup>th</sup> April 2011, the Promoter applied and obtained a revised LOI dated 5<sup>th</sup> July 2018, bearing reference No. SRA/ENG/1163/MW/STGI/LOI issued by the Chief Executive Officer, Slum Rehabilitation Authority (SRA).
- M. By virtue of a Certificate of Registration on Conversion dated 19<sup>th</sup> January 2023 issued by the Ministry of Corporate Affairs, the partnership firm i.e. from "F. A. Builder & Developer" was converted to a Limited Liability Partnership i.e. "F.A. Builders & Developers LLP" being the Promoter herein. Pursuant thereto, the SRA once again issued a revised LOI bearing reference No. SRA/ENG/ 1163/MW/STGL/LOI dated 30<sup>th</sup> June 2023 in favour of the Promoter. A copy of the LOI dated 30<sup>th</sup> June 2023 is hereto annexed and marked as **Annexure "D"**.
- N. Accordingly, based on the Letter of Intent (LOI) dated 20<sup>th</sup> March 2010 read with the revised LOI dated 5<sup>th</sup> July 2018 and read with the further revised LOI dated 30<sup>th</sup> June 2023 issued by the SRA in favour of the Promoter, the Promoter is entitled to develop the said Larger Land under the Slum Rehabilitation Scheme under Regulation 33(10) of the DCPR, 2034 on the terms and conditions as set out thereunder.
- O. The Promoter has got certain approvals from the SRA of the plans, specifications, elevations, sections of the new buildings and shall obtain the balance approvals from various authorities from time to time, so as to obtain the building completion or occupancy certificate of the new building. Accordingly, the Promoter has got the development plans for developing/ re-developing the said Property (defined hereunder) duly sanctioned from the SRA and has obtained IOA bearing No. SRA/ENG/2508/MW/STGL/AP

dated 10<sup>th</sup> July 2023. Authenticated copy of the IOA dated 10<sup>th</sup> July 2023 is hereto annexed and marked as Annexure “E”.

- P. The Promoter applied and obtained the Commencement Certificate (“CC”) bearing No. SRA/ENG/1163/MW/STGL/AP dated 8<sup>th</sup> January 2024 from the SRA Planning Authority. The said CC was further extended upto plinth level for rehab wing “B” of composite building as per amended plans. Authenticated copy of the CC dated 8<sup>th</sup> January 2024 is hereto annexed and marked as Annexure “F”.
- Q. The Promoter’s partnership firm/ LLP i.e. M/s. F.A. Builders & Developers LLP was reconstituted from time to time and few partners of the Promoter retired and few others were also admitted into the partnership. On or about 25<sup>th</sup> October 2024, a notarised Supplementary LLP Agreement was executed between the then existing partners and the incoming partners, being representatives of Roswalt Realty Private Limited (i.e. *the Incoming Partner 1 therein*) and Divakar Baliram Parab (i.e. *the Incoming Partner 2 therein*), by virtue whereof, the aforesaid Incoming Partners were inducted as designated partners of the Promoter herein, with Roswalt Realty Private Limited holding 99% share in the LLP and Divakar Baliram Parab holding 1% share in the LLP on the terms more particularly set out in the said Supplementary LLP Agreement dated 25<sup>th</sup> October 2024.
- R. The Promoter proposes to develop the said Larger Land under the Slum Rehabilitation Scheme under Regulation 33(10) of the DCPR, 2034 being a larger layout SRA project by the name “**Raya**” consisting of 7 (seven) sale/composite buildings (hereinafter referred to as “**the Real Estate Project**”) to be constructed in phases, with each proposed phase/ building (having a separate RERA registration) although having certain common amenities and facilities and which shall be constructed gradually in accordance with the respective sanctioned plans and the provisions of SRA as well as Real Estate (Regulation and Development) Act, 2016 (“**RERA**”), the rules and regulations made thereunder and other applicable laws.

- S. As a part of the (larger) Real Estate Project known as “Raya”, the Promoter proposes to construct a new sale building known as “**Haven**”, herein after referred to as the “**New Building**”, which shall be separately registered with the Maharashtra Real Estate Regulatory Authority under the provisions of RERA as a separate real estate project/ phase thereof, project to be known as “**Raya - Haven**” hereinafter referred to as the **said Project**”;
- T. The Promoter applied and obtained the amended plans for developing the said Project duly sanctioned from the SRA and has obtained IOA for the New Building bearing No. SRA/ENG/2508/MW/STGL/AP/S dated 11<sup>th</sup> December 2024. An authenticated copy of the IOA dated 11<sup>th</sup> December 2024 is hereto annexed and marked as **Annexure “G”**.
- U. The Promoter also applied and obtained the Commencement Certificate (“CC”) for the New Building bearing No. SRA/ENG/2508/MW/STGL/AP/S dated 31<sup>st</sup> December 2024 from the SRA Planning Authority. Authenticated copy of the CC dated 31<sup>st</sup> December 2024 is hereto annexed and marked as **Annexure “H”**.
- V. A copy of Certificate of Title issued by Advocate Parth Chande, dated \_\_\_\_\_, evidencing the nature of the title of the Promoter to the said Real Estate Project i.e. the right of the Promoter to develop the said Larger Land on which the said Real Estate Project is being/to be constructed in phases under the provisions of Regulation 33(10) of the DCPR, is hereto annexed and marked as **Annexure “I”**.
- W. By virtue of the aforesaid building permissions issued by the SRA, the Promoter is fully entitled to develop the said Project under the Slum Rehabilitation Scheme under Regulation 33(10) of the DCPR, 2034 and commence construction of New Building in accordance with the plans and specifications sanctioned by the SRA on the portion of the said Larger Land, hereinafter referred to as the “**said Property**”.

- X. Authenticated copies of the plans of the layout as approved by SRA and plans of the layout as proposed by the Promoter and according to which the construction of the New Building and open spaces proposed to be provided on the said Project are hereto annexed and marked as **Annexure “J-1” & “J-2”** respectively.
- Y. While sanctioning the said plans, the SRA laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Project and only upon due observance and performance of the above, the completion or occupancy certificate in respect of the New Building shall be granted by the SRA.
- Z. Upon re-development under the SRA Scheme, the New Building is being constructed in accordance with the building plans, with such modifications thereto as the Promoter may from time to time determine and as may be in accordance with the provisions of the RERA and the rules and regulations made thereunder and approved by the concerned authorities, including SRA;
- AA. The Allottee(s) has/have, in pursuance of the Certificate issued by the Promoter's Advocate and the verification of title on their own accord, accepted the title of the Promoter to the said Property as clear and marketable i.e. the right of the Promoter to develop the said Property and has agreed not to raise any objection hereafter;
- BB. The Promoter has entered into a standard Agreement with an Architect namely, Re-Form Consultants registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architect;
- CC. The Promoter has appointed AVP Structural Consultants as structural engineers for the preparation of structural designs and drawings of the building and the Promoter has accepted the professional supervision of the Architects and Structural Engineers till the completion of the said Building;
- DD. At the request of the Allottee(s), the Promoter has agreed to allot to the Allottee(s) on ownership basis, one **residential**/ commercial premises being

flat/ unit comprised and situated in the said New Building bearing Flat/ Unit No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. RERA carpet area equivalent to \_\_\_\_\_ sq. meters RERA carpet area (defined hereinafter) on the \_\_\_\_\_ floor of the New Building known as “Haven” (herein referred to as “**the said Premises**”) as shown in the plans of layout thereof which is annexed at Annexures J1 and J2 alongwith  ( ) Car Parking Space (defined hereafter) and which is more particularly described in the **SECOND SCHEDULE (Schedule – “A”)** hereunder written and the said Flat/ Unit is delineated by red colour boundary line on the Floor Layout Plan (“**Layout Plan**”), which is annexed hereto and marked as **SECOND SCHEDULE (Schedule “B”)**;

EE. The principal and material aspects of the development of the **said Project** are briefly stated below:

- i. The said Project comprises of 1 (one) New Building of ground + first floor (part) commercial floors and 2<sup>nd</sup> to 22<sup>nd</sup> floors residential floors proposed to be constructed on the said Property;
- ii. The common areas, facilities and amenities including internal development works and external development works (as defined in RERA) to be provided in the said New Building that may be usable by the Allottee(s) as well as the specifications of lift in the said New Building and the facilities/ amenities thereunder as a part of the said (larger) Real Estate Project, which shall be common for all the proposed 7 (seven) buildings, are more particularly described in the **Third Schedule** hereunder written;
- iii. The Promoter has the right to sell the said Premises in the said New Building constructed/being constructed/to be constructed by the Promoter on the said Property and to enter into this Agreement with the Allottee(s) of the said Premises and to receive the sale consideration in respect thereof.
- iv. The Allottee(s) has/ have demanded from the Promoter and the Promoter has given inspection to the Allottee(s) of all the documents

of title relating to the said Property, the Plans, designs and specifications prepared by the Promoter's Architect and such other documents are as specified under the RERA and the rules and regulations made thereunder

- v. The Promoter is entering/ shall enter into separate agreements with several other persons and parties for sale of premises comprised in the said New Building;

FF. The Allottee(s) has/have perused a copy of the Proposed Layout Plan, which specifies the tentative location of the New Buildings/ wing/s to be built on the said Property, subject to approval by the SRA and Planning Authority/Competent Authority and subject to the provisions of the RERA and the rules and regulations made thereunder;

GG. The Promoter shall be entitled to aggregate any contiguous land parcel with the development of the said Property, as provided under the Proviso to Rule 4(4) 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**");

HH. It is hereby expressly agreed and confirmed by the Allottee(s) that the right of the Promoter to construct additional structure/s on the said Property or any portion thereof or put up further additional floors on the said New Building now under construction or to amalgamate the said Property with any other property and to carry out development thereon is an integral part of this Agreement for Sale of the said Premises to the Allottee(s) and the Allottee(s) agree to the Promoter constructing such additional structures or carrying out any additional construction work on the New Building as may be permitted strictly within the purview of RERA/ any other law. If permitted under any law for the time being in force, the Promoter shall also be entitled to club the various provisions of the DCPR, 2034 and construct additional sale apartments/ units as permissible under the provisions of the DCPR, 2034 as per the building permissions granted by the SRA and/ or other concerned authorities and to consume the entire FSI and/ or the additional FSI and/ or

other benefits of the said Property by such additional construction as may be approved by the SRA and/ or other concerned authorities;

- II. The Promoter has registered the said Project known as “**Raya – Haven**” as a separate real estate project under the provisions of the RERA with the Maharashtra Real Estate Regulatory Authority (hereinafter referred to as “**the MahaRERA**”) at Mumbai, bearing RERA Registration No. \_\_\_\_\_. A copy of the registration certificate is attached hereto as **Annexure “K”**;
- JJ. The above details and further aspects of the development of the said Property including proposed/ future development of the said Property, if any, are/will be uploaded on the website of the MahaRERA at **https://maharera.mahaonline.gov.in** upon registration of the Real Estate Project as may be required by the RERA and the rules and regulations thereunder;
- KK. The Allottee(s) has/ have agreed and consented to the development of the Project including the said New Building. The Allottee(s) shall examine all documents and information uploaded by the Promoter on the website of the Authority as required by the RERA and the rules and regulations made thereunder and/or otherwise provided to the Allottee(s) and to understand the documents and information in all respects;
- LL. The Promoter has the right to sell the said Premises in the said New Building which is being constructed/to be constructed by the Promoter in the said New Building on the said Property and to enter into this Agreement with the Allottee(s) of the said Premises and to receive the sale consideration in respect thereof;
- MM. The Allottee(s) has/ have demanded from the Promoter and the Promoter has given inspection to the Allottee(s) of all the documents of title relating to the said Property, the Plans, designs and specifications prepared by the Promoter’s Architect and such other documents are as specified under the RERA and the rules and regulations made thereunder;

NN. The Promoter proposes and shall be entitled to utilize the entire unconsumed and residual FSI, if any, in respect of the said Property which includes the entire increased, additional, future fungible and extra FSI (whether by way of purchase of FSI from the layout and/or purchase of FSI from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of Transferable Development Rights and/or floating FSI), which may be utilized by the Promoter if permissible under the provisions of RERA and/ or the provisions of law;

OO. Relying on the request and the representations and declarations made by the Allottee(s), the Promoter has agreed to sell to the Allottee(s) and the Allottee(s) has agreed to purchase from the Promoter the said Premises for a total consideration amounting Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (“**Total Consideration**”) on the terms and conditions hereinafter appearing;

PP. Prior to the execution of these presents, the Allottee(s) has paid to the Promoter a sum of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **Only**), as and by way of token/ advance payment/ application fee, being part payment of the Total Consideration (defined hereinafter) of the said Premises agreed to be sold by the Promoter to the Allottee(s) as part-consideration (*the payment and receipt whereof the Promoter doth hereby admits and acknowledges*) and the Allottee(s) has agreed to pay to the Promoter the balance of the Total Consideration in the manner hereinafter appearing;

QQ. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee(s) i.e. this Agreement and is also required to register this Agreement under the provisions of the Registration Act, 1908.

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

**1. DEFINITION AND INTERPRETATION:**

- 1.1. **“Agreement”** shall mean this Agreement together with the Schedules and Annexures hereto and any other deed and/or document executed in pursuance hereof.
- 1.2. **“Amenities”** shall mean the specifications and amenities in respect of the said Premises to be provided by the Promoter as set out in the **Annexure “L”** hereunder written.
- 1.3. **“New Building”** shall mean the building i.e. the Sale Building to be named as **“Haven”**, which is being constructed on the said Property consisting of either residential and/or commercial, which is being constructed on the said Property consisting of either residential and/or commercial units as may be permitted being or proposed to be constructed or developed on the said Property.
- 1.4. **“Carpet Area”** shall mean the net usable floor area of a flat/unit/apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the flat/unit/apartment. For the purposes of this definition, the expression **“exclusive balcony or verandah area”** means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a flat/unit/apartment, meant for the exclusive use of the Allottee(s); and **“exclusive open terrace area”** means the area of open terrace which is appurtenant to the net usable floor area of a flat/unit/apartment, meant for the exclusive use of the Allottee(s).
- 1.5. **“Contribution”** shall mean the amounts payable by the Allottee(s) in respect of the said Premises towards share money, application entrance fee of the Society, formation of the Society, proportionate share of taxes and other charges/levies in respect of the Society, deposit towards provisional monthly contribution towards outgoings of the Society, water connection charges, electricity charges, other utility connection charges, deposits of electrical receiving and sub-station provided on the said Property, property tax, gas connections charges, internet connection deposits, telephone

connection deposits, if provided, taxes including GST etc. as mentioned hereinbelow.

1.6. **“Project”** shall mean the construction and development of a multi-storied building i.e. the said New Building to be named as **“Raya - Haven”** being/to be constructed on the said Property having commercial units/shops on the ground floor + 1<sup>st</sup> floor (part) and having residential flats on the upper habitable floors.

1.7. **“Interest Rate”** shall mean the State Bank of India highest Marginal Cost of Lending Rate as prevailing at the relevant time plus 2% (two per cent) thereon. It is clarified that in case the State Bank of India Marginal Cost of Lending Rate is not in use at the relevant time, then the Interest Rate shall be such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public plus 2% (two per cent) or such other rate as may be prescribed under the RERA from time to time.

1.8. **“Liquidated Damages”** shall mean an amount equivalent to **10%** (Ten per cent) of the Total Consideration (as set out in Clause No. 4.1 hereunder), payable by the Allottee(s), upon the Allottee(s) committing breach/default of any of the terms hereof.

1.9. **“Premises/said Premises”** shall have the same meaning as ascribed to it in **Recital F** hereinabove.

1.10. **“Real Estate Project”** shall the same meaning as ascribed to it in **Recital R** hereinabove.

1.11. **“said Property”** shall mean the larger land more particularly described in the **First Schedule** hereunder written.

1.12. **“Total Consideration”** shall mean the amounts payable/agreed to be paid by the Allottee(s) for purchase of the said Premises as set out in **Clause No. 4.1** below.

1.13. **“Transfer of the Premises”** shall mean the sale, transfer, assignment to any third party of (A) the said Premises or the interest therein and/or (B) the benefit of this Agreement and/or (C) (i) in case the Allottee(s) is a Company, (a) the change in control and/or (b) management and/or (c) shareholding of not less than 26% of the Company and (ii) in case the Allottee(s) is a partnership firm or a LLP, the change in the constitution thereof. The term “Transfer” in respect of the Premises by the Allottee(s) shall be construed liberally.

## 2. **RULES FOR INTERPRETATION**

In this Agreement where the context admits:

- 2.1. All reference in this Agreement to statutory provisions shall be construed as meaning and including references to:-
  - a) Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
  - b) All statutory instruments or orders made pursuant to a statutory provision/s; and
  - c) Any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.
- 2.2. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.3. Headings to clauses, sub-clause and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and shall be ignored in construing the same.
- 2.4. Any reference to the words “hereof”, “herein”, “hereto”, and “hereunder” and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.5. The words “include” and “including” are to be construed without limitation.
- 2.6. The recitals, Schedules and Annexures hereto shall form part and parcel of this Agreement.

### **3. DISCLOSURES AND TITLE**

3.1. The Allottee(s) hereby declares and confirms that prior to the execution of this Agreement the Promoter has, on demand from the Allottee(s), made full and complete disclosure of the title to the said Property and the authority and entitlement of the Promoter to develop the said Property and the Allottee(s) has taken full, free and complete inspection and relying upon such representation of the Promoter, has satisfied himself/herself/themselves of the particulars and disclosures of the following:

- a) Nature of the land owner's right i.e. Government of Maharashtra's title to the said Property and the Promoters' right to develop the same under the provisions of Regulation 33(10) of the DCPR; all encumbrances if any, thereto, along with all the relevant documents;
- b) The drawings, plans, designs and specifications prepared by the Promoter's Architect D-Facto Designers in respect of the Real Estate Project;
- c) Nature and particulars of fixtures, fittings and amenities to be provided in the said Premises;
- d) All particulars of designs and materials to be used in construction of the said Premises and the Real Estate Project;
- e) The permissions obtained by the Promoter in respect of the Real Estate Project and such other documents as specified in the RERA and the rules and regulations made thereunder.

3.2. The Allottee(s) further confirms and warrants that based on the Promoters' representations set out herein, the Allottee(s) is satisfied in respect of the title of the said Property and the authority, right and entitlement of the Promoter to develop the said Property as well as encumbrances (as disclosed herein by the Promoter), if any, including any right, title, interest or claim of any other party to or in respect of the said Property and shall not raise any queries or objections and waives his right in that regard, except as permitted under law.

#### 4. AGREEMENT TO SELL AND CONSIDERATION

4.1. The Allottee(s) hereby agrees to Purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee(s), the said Premises i.e. one **residential/ commercial premises** being flat/ unit comprised and situated in the said New Building known as “\_\_\_\_\_” bearing Flat/ Unit No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. RERA carpet area equivalent to \_\_\_\_\_ square meters RERA carpet area on the \_\_\_\_\_ floor of the said New Building, as shown in the plans of layout thereof which is annexed at Annexures J1 and J2 alongwith \_\_\_ ( ) car parking space (defined hereafter) and which is more particularly described in the **Second Schedule (Schedule – “A”)** hereunder written and the said Flat/ Unit is delineated by red colour boundary line on the Floor Layout Plan, which is annexed hereto and marked as **Second Schedule (Schedule “B”)** for the Total Consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), payable in the manner set out hereinbelow and subject to the terms and conditions hereinafter mentioned.

4.2. The Total Consideration shall be inclusive of the proportionate price of the common areas and facilities appurtenant to the said Premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Third Schedule hereunder written.

4.3. The Allottee(s) has paid, on or before execution of this Agreement, a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 10% of the total consideration) as token/ advance payment or application fee and hereby agrees to pay the Promoter the balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) in the manner set out hereunder and the same shall be deposited in RERA Designated Collection Bank Account being Account No. \_\_\_\_\_, \_\_\_\_\_ Bank, \_\_\_\_\_ Branch having IFS code \_\_\_\_\_ situated at \_\_\_\_\_. In addition to the above bank account, the Promoter has opened in the same bank, RERA Designated Separate Bank Account and

RERA Designated Transaction Bank Account having Account No. \_\_\_\_\_ and \_\_\_\_\_ respectively. .

- 4.4. The Allottee(s) hereby agrees to pay to that Promoters the balance amount of the Total Consideration, subject to deduction of the applicable Tax Deducted at Source (TDS), in the following manner:

Sr. No.	Stage of Construction	Payment %	Amount Payable
1	Initial Token	9%	
2	9% of total consideration on/before execution of this Agreement (after deducting initial token amount paid)		
3	11% of total consideration After execution of this Agreement	11%	
4	10% of total consideration on completion of Excavation	10%	
5	15% of total consideration on completion of Plinth of the New Building/ Wing in which the said Premises is located.	15%	
6	3% of total consideration on completion of 1 <sup>ST</sup> slab	3%	
7	3% of total consideration on completion of 3 <sup>TH</sup> slab	3%	
8	3% of total consideration on completion of 6 <sup>TH</sup> slab	3%	
9	3% of total consideration on completion of 9 <sup>TH</sup> slab	3%	
10	3% of total consideration on completion of 12 <sup>TH</sup> slab	3%	
11	2.5% of total consideration on completion of 15 <sup>TH</sup> slab	2.5%	
12	2.5% of total consideration on completion of 18 <sup>TH</sup> slab	2.5%	
13	2.5% of total consideration on completion of 21 <sup>ST</sup> slab	2.5%	
14	2.5% of total consideration on completion of terrace slab	2.5%	
15	5% of total consideration on completion of walls, internal plaster, flooring, doors and	5%	

	windows of the said Premises.		
16	5% of total consideration on completion of the sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Premises.	5%	
17	5% of total consideration on completion of external plumbing, external plaster, elevation, terraces with waterproofing, of the Wing in which the said Premises is located	5%	
18	10% of total consideration 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 maybe prescribed in this Agreement of the wing in which the said Premises is located.	10%	
19	5% of total consideration at the time of handing over of possession of the said Premises to the Allottee(s) on or after receipt of occupation certificate or completion certificate.	5%	
	<b>TOTAL</b>	<b>100%</b>	

4.5. The Promoter shall issue notice to the Allottee(s) intimating the Allottee(s) about the stage-wise completion of the said New Building as detailed in Clause 4.4 above (the payment at each stage is individually referred to as “**the Instalment**” and collectively referred to as “**the Instalments**”). The payment shall be made by the Allottee(s) within 7 (Seven) days of the Promoter making a demand for payment of the Instalment, time being the essence of the contract.

4.6. It is further specifically agreed that the Promoter has agreed to accept the aforesaid Total Consideration on the specific assurance of the Allottee(s) that the Allottee(s) shall:

- (i) Make payment of the instalments as stated in Clause 4.4 above, without any delay or demur for any reason whatsoever;
- (ii) Observe all the covenants, obligations and restrictions stated in this Agreement, in letter and spirit; and;
- (iii) Any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this Agreement by the Allottee(s).

4.7. It is clarified and the Allottee(s) accords its consent that any payment made by the Allottee(s) to the Promoter hereunder shall be appropriated in the manner below:

- (a) Firstly towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration;
- (b) Secondly, towards interest on the amount (including Total Consideration) payable hereunder;
- (c) Finally towards Total Consideration and Contribution and/or other charges, if any, payable hereunder.

4.8. The Allottee(s) agrees and undertakes that the Total Consideration towards purchase of the said Premises that the Allottee(s) may make to the Promoter shall be deposited directly in an escrow account bearing No. \_\_\_\_\_, IFSC Code: \_\_\_\_\_, \_\_\_\_\_ **Bank**, \_\_\_\_\_ **Branch, Mumbai**, being the Bank Account designated under RERA.

4.9. The Total Consideration excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other direct or indirect taxes which may be levied, in connection with the construction of the said New Building and the Real Estate Project and carrying out the entire 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 GST and all other applicable indirect and direct taxes, duties and impositions 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(s) alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

4.10. The Allottee(s) shall deduct TDS, as applicable. Such TDS has to be deposited alongwith Form 26QB within the timeline specified by the relevant provisions of law. After depositing the TDS into Government treasury, the Allottee(s) shall furnish the respective TDS Certificate to Promoter within stipulated time period.

4.11. The Total Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and/or incidental charges in connection with the documents to be executed for the sale of the said Premises including on this Agreement and expenses on all documents for sale and/or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement.

4.12. The Total 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(s) 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(s).

4.13. The Total Consideration payable on the basis of the carpet area of the said Premises shall be recalculated upon such confirmation by the Promoter or upon such variation, if any. If there is any reduction in the final carpet area of the said Premises within the variation cap of 3%, then, the Promoter shall refund the excess amount of Consideration paid by the Allottee(s) after deducting the amounts towards GST and other charges in terms of this Agreement within 45 (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(s). If there is any increase in the carpet area allotted to Allottee(s), the Promoter shall demand additional amount from the Allottee(s) towards Total Consideration as per the Payment Schedule, alongwith other charges and taxes in terms of this Agreement, which shall be payable by the Allottee(s) prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/ Allottee(s) as the case may be, under this Clause, shall be made at the same rate per square meter as agreed in Clause 4.1 above.

4.14. The common areas, facilities and amenities, including internal development works and external development works in the New Building that may be usable by the Allottee(s) are more particularly described in Third Schedule hereunder written.

4.15. The internal fittings, fixtures and amenities in the said Premises that shall be provided by the Promoter are listed in the **Annexure "L"** hereunder written.

4.16. It is clarified that the Promoter has agreed to sell to the Allottee(s) and the Allottee(s) has/have agreed to acquire from the Promoter the said Premises on the basis of the carpet area only and the Total Consideration agreed to be paid by the Allottee(s) to the Promoter are agreed on the basis of the carpet area of the said Premises. The Total Consideration is only in respect of the said Premises and the Promoters has neither charged nor recovered from the Allottee(s)/s any price or consideration for the Additional Areas

and the common areas and the Additional Areas and the common areas shall be allowed to be used free of cost, without any price or consideration.

## 5. CONSIDERATION AND DEVELOPMENT

- 5.1. The Promoter shall, subject to the terms hereof, construct the said New Building known as “**Haven**” consisting of Ground + first (part) commercial floors and 2<sup>nd</sup> to 22<sup>nd</sup> floors residential floors in accordance with the plans, designs and specifications as referred hereinabove and as approved by the SRA and/or other concerned local authority from time to time and observe, perform and comply with all the terms, conditions, stipulations and restrictions imposed by the SRA and/or other concerned local authority while sanctioning the plans. The Promoter shall obtain from the concerned local authority occupation and/or completion certificates in respect thereof. **PROVIDED THAT** the Promoter shall have to obtain prior consent in writing of the Allottee(s), as required by Section 14 and/or other applicable provisions of the RERA and the rules and regulations made thereunder, in respect of any variations or modifications which may adversely affect the said Premises of the Allottee(s) except, any alteration or addition required by any Government authorities and/or due to change in law and/or any change as contemplated by any of the disclosures already made to the Allottee(s) and/or such minor and/or other additions or alterations as permitted by the said Section 14 and/or other applicable provisions of the RERA and the rules and regulations made thereunder.

- 5.2. The Promoter reserves to itself, the right to amend, alter and/ or change the lay out, including add further additional construction in the Project including on the said New Building /said Property to the maximum level/extent permissible by vertical extensions of the said New Building as also construction of additional buildings thereon, subject however, to the provisions of the RERA and the rules and regulations made thereunder. In such event, the Promoter shall ensure that the free ingress to and egress of the Allottee(s) from the said Premises is not adversely affected.

- 5.3. The Promoter shall be at liberty and is entitled to complete any portion/floor/ part of the said New Building and apply for and obtain part

Occupation Certificate thereof. When offered, the Allottee(s) shall be obliged to take possession of the said Premises on the basis of such Part Occupation Certificate which relates to the said Premises. In such an event, the Promoter shall without any hindrance or objection by the Allottee(s), be entitled to carry out by itself or through its contractors or otherwise the remaining work in respect of the said New Building and/or the Project even if the same causes any nuisance and annoyance to the Allottee(s).

5.4. The Allottee(s) agree that till such time the said Project is handed over in favour of the society/ common body, the Promoters shall retain with themselves all the rights on the compound as well as common amenities and facilities of the said New Building for themselves. Notwithstanding the aforesaid, the Promoter shall retain with itself all the rights of all pocket terraces, appurtenant areas or roof tops (Restricted Areas), which are included in FSI either by themselves or through their nominee or nominees as the case may be or even alienate the same as they may deem fit. Subject to the aforesaid, the Promoters shall be at absolute liberty to grant/delegate the said right to such nominee/s in the manner as they may deem fit and proper. Unless specifically provided herein or by a separate agreement, deed and/or writing in favour of the Allottee(s), the Allottee(s) shall not be entitled to the benefit of such rights. Subject to the aforesaid, the Allottee(s) further agrees that the Promoters shall be entitled to exclusively exploit commercially the Restricted Areas (included in FSI) and the Allottee(s) agrees not to raise any objection or make any claims in that regard.

5.5. The Allottee(s) hereby agrees, accepts and confirms that the Promoter proposes to develop the Project (including by utilization of the full development potential) in the manner more particularly detailed in the Recitals hereinabove and the Allottee(s) has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

5.6. The Allottee(s) hereby agrees, accepts and confirms that the Promoter proposes to develop the Project on the said Property and/ or the (larger Real

Estate Project on the said Larger Land by utilization of the full development potential and develop the same in phase-wise manner and undertake multiple real estate projects therein in the manner more particularly detailed in the Recitals above constituting the Proposed Layout Plan and the Proposed Potential and the Allottee(s) has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

5.7. The Promoter hereby reserves its right to avail financial assistance/ project finance from any bank, financial institution or person, including a NBFC (hereinafter referred to as “the Financier”) for the purpose of carrying out construction of the New Buildings in the Real Estate Project and the Allottee(s) hereby agree to acknowledge the right of the Financier. The Promoter represents that the Promoter shall be entitled to, for availing the said financial assistance and securing the payment/re-payment in respect of the same, mortgage all its right, title and interest in the Project. The Promoter represent that they have the absolute right and full authority to enter into this Agreement with the Allottee(s) herein;

5.8. The Promoter shall be entitled to put hoarding/boards of their brand name in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the said New Building and on the façade, terrace, compound wall or other part of the said New Building. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

## 6. SECURITIZATION OF THE TOTAL CONSIDERATION

6.1. Subject to the applicable provisions, if any, of the RERA and the rules and regulations made thereunder, the Allottee(s) hereby agrees to the Promoter to securitize the Total Consideration and/or part thereof and the amounts receivable by the Promoter hereunder and to assign to the banks/financial institutions the right to directly receive from the Allottee(s) the balance consideration or part thereof hereunder. The Allottee(s) agrees and undertakes, upon receipt of any such intimation in writing by the Promoter to pay without any delay, demur, deduction or objection to such

bank/financial institutions, the Total Consideration or part thereof and/or the amounts payable hereunder. The Promoter covenants that the payment of such balance consideration or part thereof in accordance with the terms hereof, by the Allottee(s) to the bank/financial institutions, shall be a valid payment of consideration or part thereof and discharge of his/her/their obligations hereunder.

## **7. LOAN AGAINST THE SAID PREMISES**

- 7.1. It is hereby further expressly agreed that notwithstanding that the Allottee(s) approaches/has approached any bank / financial institution / NBFC for availing of a loan in order to enable the Allottee(s) to make payment of the Total Consideration or part thereof in respect of the said Premises to the Promoter; and that the Allottee(s) has mortgaged the said Premises with such bank/financial institution/NBFC (which is to be subject to issuance by the Promoter of a No-Objection-Certificate (NOC) in favour of such bank/financial institution/NBFC) for repayment of the loan amount, it shall be the sole and entire responsibility of the Allottee(s) to ensure that the payment of the Total Consideration or part thereof and/or the amounts payable hereunder is completed. Further, the Promoter shall not be liable or responsible for the repayment of such loan amount or any part thereof taken by the Allottee(s) to such bank/financial institution/NBFC and/or in any other manner whatsoever.
- 7.2. The Allottee(s) hereby expressly agrees that as long as the aforesaid loan remains unpaid/outstanding, the Allottee(s), subject to the terms hereof, shall not sell, transfer, let out and/or deal with the said Premises in any manner whatsoever without obtaining the prior written permission of the Promoter and such bank/financial institution/NBFC. The Promoter shall not be liable or responsible for any of the acts of omission or commission of the Allottee(s) which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Allottee(s) to inform the Promoter and the Society about the lien/charge of such bank/financial institution/NBFC and the Promoter shall not be liable or responsible for the same in any manner whatsoever.

7.3. The Allottee(s) shall indemnify and keep indemnified the Promoter and its partners and representatives from and against all claims, costs, charges, expenses, damages and losses which the Promoter its and legal representatives may suffer or incur by reason of any action any such banks/financial institutions/NBFC may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Allottee(s) of the terms and conditions governing the said loan in respect of the said Premises.

## 8. MORTGAGE OR CREATION OF 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(s).

## 9. CAR PARKING

9.1. The Allottee(s) is aware that as a part of the said New Building and a restricted common amenity, the Promoter shall provide several mechanized/ tower parking system to be installed in the said New Building to be used exclusively by the allottees of the various premises in the said New Building to whom Promoter has allotted the car parking space/s.

9.2. At the request of the Allottee(s), the Promoter hereby allocates to the Allottee(s) \_\_ (\_\_\_) car parking space/s (hereinafter referred to as the “**said Car Parking Space**”) in the mechanized/ tower parking system bearing No. \_\_\_\_\_admeasuring \_\_\_\_\_ sq. ft. having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breadth x \_\_\_\_\_ ft. vertical clearance, without payment of any additional consideration therefor.

9.3. However, it is clarified that the exact specification of the car parking system may alter based on changes in the approved plan due to planning or other

constrains. The exact description of the car parking system and the exact allocation of the Car Parking Space(s) allocated to the Allottee(s) shall be finalized by the Promoter at the time of handing over of possession of the said Premises.

- 9.4. The Allottee(s) is aware that the Promoter has in the like manner allocated and shall be allocating other car parking space/s to the other allottees of various premises in the said New Building and the Allottee(s) undertakes not to raise any objection in that regard and the rights of the Allottee(s) to raise any such objection shall be deemed to have been waived including objections, if any, in relation to allotment of car parking space(s) as per the DCPR 2034. The Allottee(s) hereby accords his/her irrevocable and unconditional consent to the Promoter to allocate the other car parking spaces to the said other allottees of their respective premises in the said New Building. The Allottee(s) hereby confirms, warrants and undertakes to use the car parking spaces if so allocated to him/her for the purpose of parking his/her car only, and not for any other purpose, under the supervision and control of the society/ common body. The Allottee(s) hereby further warrants and confirms that the Allottee(s) shall, upon formation of the society/ common body as contemplated herein, cause the society/ common body to confirm and ratify and shall not and/or shall cause the society/ common body not to alter or change the allocation of car parking spaces in the manner allocated by the Promoter to the various allottees (including the Allottee(s) herein) of the premises in the said New Building.

#### **10. REGISTRATION**

Subject to provisions of RERA, the Allottee(s) and/or the Promoter shall **immediately after execution** of this Agreement at the Allottee(s)' cost and expenses, lodge the same for registration with the concerned Sub-Registrar of Assurances within the time limit prescribed by the Registration Act, 1908 and both parties undertake to attend the office of the said Sub-Registrar of Assurances and admit execution thereof.

#### **11. DATE OF POSSESSION AND POSSESSION NOTICE**

11.1. Subject to the Allottee(s) not being in breach of any of the terms hereof and the Allottee(s) having paid all the dues and amounts hereunder including the Total Consideration, the Promoter shall hand over possession of the said Premises to the Allottee(s) on or before \_\_\_\_\_ (hereinafter referred to as the “**Possession Date**”). **Provided however**, that the Promoter shall be entitled to reasonable extension of time for giving delivery to the Allottee(s) of the said Premises on the Possession Date, if the completion of the said New Building is delayed on account of the following ‘**Force Majeure**’ events/ factors:

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

11.2. Upon obtaining the Occupancy Certificate from BMC or other competent authority and upon payment by the Allottee(s) of the requisite Instalments of the Total Consideration and all other amounts due and payable in terms of this Agreement and the Allottee(s) not being in breach of any of the terms hereof, the Promoter shall offer possession of the said Premises to the Allottee(s) in writing (hereinafter referred to as the “**Possession Notice**”). The Allottee(s) 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(s) in writing within 7 (Seven) days of receiving the Part/ Full Occupancy Certificate of the said New Building.

11.3. The Allottee(s) shall take possession of the said Premises within (15) fifteen days of the date of the Possession Notice 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(s). Irrespective of whether the Allottee(s) takes or fails to take possession of the said Premises within the time provided in this sub-clause, such Allottee(s) shall continue to be liable to bear and pay his/her/its proportionate share i.e. proportionate to the carpet area of the said Premises from 15<sup>th</sup> day post receipt of Possession Notice, of outgoings in respect of the said Premises as also the said New Building

including maintenance charges and all other charges with respect to the said Premises as applicable and as shall be decided by the Promoter/ the Society, local taxes (including property taxes), betterment charges, other direct and/or indirect taxes of every nature, or such other levies by MCGM or other competent authority 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 said New Building and/or the said Property. Until the Society is formed, the Allottee(s) shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion.

- 11.4. Notwithstanding the aforesaid, the maintenance of Premises / New Building will start from the 15<sup>th</sup> day of the receipt of O.C. and all the other obligations of the Allottee(s) relating to the said Premises / New Building shall also be deemed to be effective from the 15<sup>th</sup> day of the receipt of O.C. The Allottee(s) shall alone be responsible and liable in respect of any loss or damage that may be caused to the said Premises from the expiry of 15 days from the date of Possession Notice.

## **12. DEFAULT AND TERMINATION**

- 12.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the said Premises to the Allottee(s), the Promoter agrees to pay to the Allottee(s), who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee(s), for every month of delay, till the handing over of the possession. The Allottee(s) agrees to pay to the Promoter, interest as specified in the RERA/ Rules thereunder, on all the delayed payment which become due and payable by the Allottee(s) to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.
- 12.2. Without prejudice to the right of Promoter to charge interest in terms of sub clause 12.1 above, on the Allottee(s) committing default in payment on due

date of any amount due and payable by the Allottee(s) 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(s) committing three defaults of payment of instalments, the Promoter shall, at their own option, terminate this Agreement:

Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee(s) and mail at the e-mail address provided by the Allottee(s), 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(s) 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(s) (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of 30 (thirty) days of the termination, the instalments of sale consideration of the said Premises which may till then have been paid by the Allottee(s) to the Promoter.

- 12.3. On the termination of this Agreement in the manner as stated hereinabove, the Allottee(s) shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Promoter or in respect of the said Premises and/or any part thereof and/or the common areas and facilities and/or limited common areas and every part thereof and the Promoter shall be entitled to deal with and dispose of the said Premises to any other person/s as the Promoter deems fit in their sole and absolute discretion without any further act or permission from the Allottee(s) and/or any notice or reference to the Allottee(s).

### **13. DEFECT LIABILITY**

If within a period of 5 (Five) years from the date of handing over the said Premises to the Allottee(s) as aforesaid, the Allottee(s) brings to the notice of the Promoter any structural defect in the said Premises or any defect on account of workmanship, quality or provision of service then, wherever possible, such defects shall be rectified by the Promoter at their own costs. In case it is not possible to rectify such defects, the Allottee(s) shall be entitled to receive from the Promoter reasonable compensation for rectifying 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(s) and/or any other Allottee(s) in the Project.

**14. BINDING EFFECT**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules and Annexures as stipulated in the Installments as mentioned herein, within 30 (thirty) days from the date of receipt of this Agreement by the Allottee(s) and secondly, lodges and appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when required if the same is lodged for registration by him or, if the Promoter has lodged the same for registration, 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(s) and/or appear before the said Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of the receipt of the said notice by the Allottee(s), the application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever, subject to provisions of Clause 11 above.

**15. SET OFF/ADJUSTMENT**

The Promoter shall be entitled to set off/adjust any amounts towards outstanding Consideration, other contribution, interest and/or any other

charges, if any, payable by the Allottee to the Promoter in terms of this Agreement, from such amounts as may be payable by the Promoter to the Allottee(s), if any.

## **16. FORMATION OF THE SOCIETY**

16.1. Upon 51% of the total number of units/premises in the said New Building being booked by allottees, and within 3 months from the receipt of the OC, the Promoter shall submit an application to the competent authorities to form a co-operative housing society and/ or any common body and/or an association of allottees (hereinafter referred to as “**the Society**”) to comprise solely of the Allottee(s) in the said New Building, under the provisions of the applicable laws read with the RERA and the rules and regulations made thereunder. It is clarified that the Promoter shall be at liberty also form separate individual co-operative housing societies/ common bodies for each of the New Buildings in the (larger) Real Estate Project to be constructed on the said Larger Land as well as an Apex Body of all such societies/ common bodies for the management, maintenance and ownership of all the common amenities and facilities, which are common to the entire (larger) Real Estate Project to be constructed on the said Larger Land.

16.2. The Allottee(s) shall, along with other allottees of premises/units in the New Building, join in forming and registering a co-operative housing society/ common body/ association of allottees, as the case may be, under the provisions of the applicable laws and in accordance with the provisions of the RERA and the rules and regulations made thereunder.

16.3. For this purpose, the Allottee(s) shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and 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(s) so as to

enable the Promoter to register the Society. No objection shall be taken by the Allottee(s) 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 concerned authority.

- 16.4. The name of the Society shall be solely decided by the Promoter. The Allottee(s) agrees and undertakes to cause the Society to ratify and confirm that the name of the Project/the said New Building and/or the society/ common body in respect thereof shall not be changed without the prior written consent of the Promoter. Similarly, the name of the Apex Body of all the societies/ common bodies of the (larger) Real Estate Project shall also be solely decided by the Promoter and the same shall also not be changed without the prior written consent of the Promoter.
- 16.5. The Society shall admit all purchasers of flats/ units and premises in the said Project/ New Building as members, in accordance with its bye-laws.
- 16.6. The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the said Project/ New Building, if any. Further, the Society shall not insist on any form of NOC or prior permission and/or premium from the Promoter for selling its unsold units/ inventory and/ or shall not charge any transfer fees or charges in respect thereof by whatever named called.
- 16.7. Subject to compliance being made with the provisions of the RERA, the rules and regulations made thereunder, the bye-laws of the Society and other applicable laws, if any, and the rules made thereunder, the Society shall admit as its members all the allottee(s) purchasing the premises in the New Building as may be nominated by the Promoter including the Allottee(s) herein. For admission of allottee(s) nominated by the Promoter, the Society shall not charge any donation or premium for admitting them as the members of the Society.

16.8. Post formation of the Society, the Society shall be responsible for the operation and management and/or supervision of the New Building, and the Allottee(s) shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard. It is clarified that the Promoter shall form/ register an Apex Body/Common Body, wherein all the individual societies/ common bodies / association of allottees in respect of each of the proposed 7 (seven) buildings in the (larger) Real Estate Project to be constructed on the said Larger Land shall become members of such Apex Body/Common Body.

16.9. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Society and their members/intended members including the Allottee(s); as the case may be, and the Promoter shall not be liable toward the same.

## **17. CONVEYANCE/ ASSIGNMENT**

17.1. Within 3 (three) months from the date of completion of construction of the entire (larger) Real Estate Project to be constructed on the said Larger Land, including the said New Building as well as the other 6 (six) building/s (as proposed) and issuance of the Full Occupation Certificate in respect of all the 7 (seven) building/s i.e. the entire (larger) Real Estate Project to be constructed on the said Larger Land, the Promoter shall convey/ assign the lease in respect of the said Larger Land (including the said Property) in favour of the Apex Body/Common Body comprising of all the proposed 7 (seven) buildings in the (larger) Real Estate Project and the common area, amenities and facilities therein.

17.2. At the time of registration of the Deed of Conveyance/ Deed of Assignment, the Allottee(s) shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the Apex Body/Common Body on such

Deed of Conveyance/ Deed of Assignment or any document or instrument of transfer in respect of the land and structure of the New Buildings.

17.3. For such purpose, the Apex Body/Common Body shall be required to join in the execution and registration of the Conveyance/ Assignment. The costs, expenses, charges, levies and taxes on the Conveyance/ Assignment and the transaction contemplated thereby including stamp duty and registration charges shall be proportionately borne and paid by the respective societies including the said new society (as contemplated herein), with no liability to the Promoter. The Apex Body/Common Body (as contemplated herein) shall be responsible for the operation and management and/or supervision of all the common areas, facilities and amenities, which are common to all the 7 (seven) buildings of the (larger) Real Estate Project and the Promoter shall not be responsible for the same, subject to the terms of this Agreement.

**18. TITLE OF THE SAID PROPERTY:**

18.1. The overall scheme of the development of the said Property is being carried out under the provisions of the Slum Rehabilitation Scheme and/ or such other provisions of the DCR as applicable and/or such other incentive scheme as may be sanctioned under the provisions of the SRA and/ or the DCR from time to time.

The said Property is owned by Government of Maharashtra in the manner as set out in the Recitals above. Accordingly, the said Property shall be transferred in favour of the Apex Body/Common Body (as contemplated herein) in the manner provided hereinabove, in accordance with the applicable laws as may be prevailing from time to time, including the RERA and the rules and regulations made thereunder, and the deeds and documents as set out in the Recitals above. The terms embodied in this Clause are one of the principal, material and fundamental terms on which the said Premises is agreed to be sold to the Allottee(s).

**19. TIME SHALL BE THE ESSENCE**

19.1. Time shall be the essence for all payments to be made by the Allottee(s) under this Agreement. Subject to the provisions of this Agreement, the Promoter shall abide by the time schedule for completing the Project and

handing over the said Premises to the Allottee(s) and the common areas to the Apex Body/Common Body after receiving the occupancy certificate or the completion certificate or the part occupancy/completion certificate or both, as the case may be in respect of the entire larger Real Estate Project. Similarly, the Allottee(s) shall make timely payments of the instalment and other dues payable by him/her/them and meet the other obligations under this Agreement as set out in the payment schedule set out in this Agreement.

**20. COMMON AREAS AND AMENITIES, RESTRICTED AREAS AND AMENITIES**

20.1. The Promoter shall make available the common areas and facilities including internal development works and external development works to be provided in the said New Building/said Project that may be usable by the Allottee(s) as well as the specifications of lift in the New building and the facilities/amenities thereunder are more particularly described in the **THIRD SCHEDULE** hereunder written.

**21. CONTRIBUTION, CHARGES AND EXPENSES**

21.1. The Allottee(s) shall on or before delivery of possession of the said Premises, in addition to the Total Consideration, pay to the Promoter/ keep deposited, additional amounts towards the Contribution mentioned hereinbelow:

- a. Rs. \_\_\_\_\_ towards share money, entrance fee of the proposed Society/ Common Body;
- b. Rs. \_\_\_\_\_ towards formation and registration of the proposed Society/ Common Body;
- c. Rs. \_\_\_\_\_ towards proportionate share of taxes and other charges/levies in respect of the proposed Society/ Common Body;
- d. Rs. \_\_\_\_\_ towards deposit for monthly contribution towards outgoings of proposed Society/ Common Body;

e. Rs. \_\_\_\_\_ for deposit towards water, electric and other utilities and services connection charges;

f. Rs. \_\_\_\_\_ for deposits of electrical receiving and sub-station provided in layout;

g. Rs. 50,000/- towards legal fees for this agreement; and

h. Rs. \_\_\_\_\_ towards proportionate Development charges and Infrastructure charges payable on Possession.

21.2. After the possession of the said Premises is handed over to the Allottee(s) and till the said New Building is handed over to the Society/ common body to be formed in terms hereof, the Allottee(s) agrees and undertakes to pay to the Promoter, such provisional monthly contribution and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance as may be determined by the Promoter and shall not withhold the same for any reason whatsoever.

21.3. The Allottee(s) is aware that the Contribution is provisional and is subject to revision by the Promoter, to which the Allottee(s) has no objection. The Allottee(s) agrees and undertakes to pay such revised Contribution on demand and without any demur or objection to the Promoter as the case may be.

## **22. TAXES, LEVIES AND CHARGES**

22.1. The Allottee(s) agrees that all levies and/or taxes and/or assignments and/or charges of any nature whatsoever (present or future), including but not limited to GST, Stamp Duty, Registration Charges etc. as are or may be applicable and/or payable hereunder or in respect of the said Premises or otherwise and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises shall:-

- i. be solely and exclusively borne and paid by the Allottee(s), and
- ii. shall be exclusive of and in addition to the Total Consideration.

22.2. It is, however, clarified that the property taxes in respect of the Premises shall be borne and paid by the Allottee(s) after the date of OC (of the New Building) and/ or the Promoter offering possession of the said Premises to the Allottee(s).

22.3. The Allottee(s) confirms and agrees that the Allottee(s) alone shall and undertakes to bear and pay on demand all sums, taxes, levies, charges, deposits, duties, fees and premium.

### **23. INTEREST**

The Allottee(s) agrees to pay to the Promoter simple interest at the Interest Rate as per RERA on all the amounts including the Total Consideration or any part thereof, which become due and payable by the Allottee(s) to the Promoter under the terms of this Agreement from the date of the said amount becoming due and payable by the Allottee(s) to the Promoter till the date of realization of such payment.

### **24. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

24.1. The Promoter hereby represents and warrants to the Allottee(s) 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:

- a. The Promoter has clear and requisite rights and authority to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the Project;
- a. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said New Building and shall obtain requisite approvals from time to time to complete the development of the said New Building;
- b. There are no encumbrances upon the said New Building in the form of any mortgage, lien, charge etc. and/or in this Agreement;

- c. There are no litigations pending before any Court of law with respect to the said New Building except those disclosed to the Allottee(s) and/or uploaded on the Authority's website as aforesaid;
- d. All approvals, licenses and permits issued by the competent authorities with respect to the New Building and the said Property, 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 said New Building and the said Property, 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 said New Building, the said Property and common areas;
- e. 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(s) created herein, may prejudicially be affected;
- f. 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 said Property and the said Premises, which will, in any manner, affect the rights of the Allottee(s) under this Agreement;
- g. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee(s) in the manner contemplated in this Agreement;
- h. At the time of execution of the Conveyance/ Assignment, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the larger Real Estate Project on the said Larger Land to the Apex Body/Common Body;
- i. 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 said

Property and/or the said New Building except those disclosed to the Allottee(s).

**25. ALLOTTEE(S)' COVENANTS:**

25.1. The Allottee(s) for himself with intention to bring all persons into whosoever hands the Premises may come, doth hereby covenant with the Promoter:

- a. To maintain the said Premises at the Allottee(s)'s own cost in good tenantable repair and proper condition from the date the possession of the said Premises is taken and shall not do or suffer to be done anything in or to the New Building in which the said Premises is situated, or to the staircase or any passages in which the said Premises may be situated against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the New Building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the concerned authorities, if required.
- a. The name of the said New Building shall not be changed at any time by the Allottee(s) and/or the Society without the prior written consent of the Promoter.
- b. The Allottee(s) shall only upon obtaining and after receipt of the Occupation Certificate, use the said Premises or any part thereof or permit the same to be used for purpose of residence/ commercial (as the case may be) and shall use the Car Parking Space if allotted by the promoter, only for purpose of keeping or parking the Allottee(s)'s own vehicle.
- c. Not to store in the said Premises any goods which are of a hazardous, combustible or dangerous nature so as to damage the construction or structure of the New Building in which the said Premises is situated or the storing of such goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the New Building in which the said Premises is situated including the entrance/s of the New Building in which the said Premises is situated and in case any damage is caused to the New Building in which the said Premises is situated or to the said Premises on account of

negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for the consequences of such breach.

- d. 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(s) and shall not do or suffer to be done anything in or to the New Building in which the said Premises is situated which may be given as per the rules, regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee(s) committing any act in contravention of the above provision, the Allottee(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- e. Not to make any changes whatsoever which would cause any change or alternation to the external facade and/ or elevation of the said Premises/ New Building, including but not limited to making any change or to alter the windows and/or grills provided by the Promoter.
- f. 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 structural additions or alterations of any nature whatsoever in or to the said Premises or any part thereof, nor any alteration in the elevation and outside color scheme of the New Building in which the said Premises is situated and keep the portion, sewers, drains, pipes in the Premises and appurtenances thereto in good tenantable repair and condition, and in particular so as to support, shelter and protect the other parts of the New Building in which the said Premises is situated and shall not chisel or in any other manner damage or cause damage to the columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter.
- g. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and/or the New Building in which the said Premises is situated or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- h. 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 Property and/or the New Building in which the said Premises is situated.

- i. Ensure and cause the Society to ensure that the New Building is painted once every 5 years and kept in good and proper condition.
- j. Not to put any wire, pipe, grill, plant outside the said Premises and not to dry any clothes and not to put any articles outside the said Premises or the windows of the said Premises.
- k. To pay to the Promoter, within 15 (Fifteen) days of demand by the Promoter, its share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the New Building in which the said Premises is situated.
- l. To bear and pay the increase in local taxes, development charges, water charges, insurance and such other taxes, fees, 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 said Premises by the Allottee(s) viz. user for any purposes other than for residential/ commercial or otherwise.
- o. The Allottee(s) shall not without the prior written consent of the Promoter let, sub-let, transfer, assign or part with the Allottee(s)' interest or benefit under this Agreement or part with the possession of the said Premises until the possession of the said Premises is handed over to the Allottee(s) after making complete payment to the Promoter. Thereafter, the Allottee(s) may with the prior written consent of the Promoter (which consent shall not be unreasonably withheld, subject to payment of transfer/ non-occupancy charges, if any, as the case may be) sell, transfer, lease, assign or dispose of the said Premises provided that the Allottee(s) is not in breach of any of the terms hereof and all amounts due and payable under this Agreement have been paid.
- p. The Allottee(s) shall observe and perform all the rules and regulations or bye-laws which the Society has adopted/may adopt and the additions, alterations or amendment thereof that may be made from time to time for the protection and maintenance of the New Building and the said Premises therein and for the observance and performance of the said New Building

rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises in the New Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- q. The Allottee(s) agrees and acknowledges that the sample premises constructed by the Promoter and all furniture, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the premises and the Promoter are not liable/required to provide any furniture, items, electronic goods, amenities etc. as displayed in the sample premises, other than as expressly agreed by the Promoter under this Agreement.
- r. Until a Deed of Conveyance/ Assignment in favour of the Apex Body/ Common Body is executed or the said New Building is handed over to the said Society on completion thereof in the manner provided herein, the Allottee(s) shall permit the Promoter and/or the Brihanmumbai Municipal Corporation and/or any other government or semi-government body/ authority and/or the Architect and their employees, architects, surveyors, agents etc., with or without workmen and others, at all reasonable times to enter into and upon the said Premises, said New Building or any part thereof to view and examine the state and condition thereof.
- 26.** The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 27.** In case the transaction being executed being executed by this Agreement between the Promoter and the Allottee(s) 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(s)/both, as the case may be, in accordance with the agreed terms of payment.

- 28.** Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the said Property and the said New Building or any part thereof. The Allottee(s) shall have no claim with regards to any or all the open spaces, parking spaces, lobbies, staircase, terraces, gardens attached to the other premises, generator/ electric room etc., save and except in respect of the said Premises hereby agreed to be sold to him/her/them as set out herein.
- 29.** The Allottee(s) hereby declares that he/she/they has/have read and understood the Agreement and all the documents related to the said Property and the said Premises purchased by the Allottee(s) and has/have expressly understood the contents, terms and conditions of the aforesaid documents and all the disclosures made by the Promoter as aforesaid, and that after being fully satisfied the Allottee(s) has entered into this Agreement.

**30. METHOD OF CALCULATION OF THE PROPORTIONATE SHARE WHEREVER REFERRED TO IN THIS AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment in common with the other allottee(s) in the Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the premises in the New Building.

**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 Promoters' office or at some other place, which may be mutually agreed between the Promoter and the Allottee(s) in \_\_\_\_\_ after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution of this 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(s) and/or the Promoter shall present this Agreement as well as the Society Conveyance at the proper registration office within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

**33.** All **Notices** to be served on the Allottee(s) as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) by registered post A.D. The respective addresses of the parties are as follows:-.

a) In case of Promoter: **M/s. A. S. HIGHTECH LLP**

Address:

16, Koteshwar Palace,  
Near Garware House,  
Jiva Mahale Marg, Andheri (East),  
Mumbai- 400 069.

b. In case of Allottee(s) :

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

**34. JOINT ALLOTTEES**

In the event there are joint allottees as party to this Agreement, all the 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 will be considered as properly served on all the allottees.

**35. DISPUTE RESOLUTION AND GOVERNING LAW**

35.1. If any dispute(s) or difference(s) arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in

writing thereof, and the Parties shall endeavor to resolve the same amicably by mutual discussions.

35.2. In case of failure to settle such dispute amicably, such dispute(s) or difference(s) shall be referred to the Authority at Mumbai as per the provisions of the RERA and the rules and regulations made thereunder.

35.3. This Agreement shall be governed and interpreted by and construed in accordance with the laws of India as applicable in Mumbai City. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

### **36. SEVERABILITY**

36.1. 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. In such event, this Agreement shall be construed as if the unenforceable provision had not been contained therein and the Parties shall negotiate in good faith to replace such unenforceable provision so as to give effect nearest to the provision being replaced, and that preserves the Parties' commercial interests under this Agreement.

36.2. If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provisions of this Agreement or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

### **37. WAIVER:**

37.1. Any delay tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment to the Allottee(s) by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee(s) nor shall the same in any manner prejudice or affect the rights of the Promoter.

**38. ENTIRE AGREEMENT**

38.1. The Parties agree that the Agreement, Schedules, Annexure and Exhibits and Amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Promoter in any documents, brochures, advertisements, hoardings, etc. and/or through any other medium hereinbefore agreed upon between the Promoter and the Allottee(s) which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except by a writing signed by both the parties.

**39. METHOD OF CALCULATION OF PROPORTIONATE SHARE:**

39.1. Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the said New Building, 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 said New Building.

**40. FURTHER ASSURANCES:**

40.1. 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.

**41. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE(S)' SUBSEQUENT ALLOTTEE/S:**

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

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(Description of the said Property)**

All that piece and parcel land bearing CTS No. 497 (pt) and 22 (pt) of Vadhavali Village admeasuring about 6,178.5 Sq. mtrs., situated at Adarsh Nagar, R.C. Marg, Near Old Police Station, Chembur, Mumbai- 400074 in the Registration District and Sub-District of Mumbai Suburban, and bounded as follows, that is to say:

On or towards the East : \_\_\_\_\_

On or towards the West : \_\_\_\_\_

On or towards the North : \_\_\_\_\_

On or towards the South : \_\_\_\_\_

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**((SCHEDULE – “A” - Description of the apartment/ said Premises)**

A residential/ commercial flat/ unit being Flat/ Unit No. \_\_\_\_\_, Wing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. RERA carpet area equivalent to \_\_\_\_\_ square meters RERA carpet area (defined hereinafter) on the \_\_\_\_\_ floor in the said New Building known as “\_\_\_\_\_”, alongwith \_\_\_\_ (\_\_\_\_) Car Parking Space, standing on the land bearing CTS No. 497 and 22 (pt) of Vadhavali Village admeasuring about 6,178.5 Sq. mtrs., situated at Adarsh Nagar, R.C. Marg, Near Old Police Station, Chembur, Mumbai- 400074 in the Registration District and Sub-District of Mumbai Suburban.

**(Schedule - “B” – Floor Plan of the said Premises)**

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Nature extent and Description of the common areas and facilities)**

**A. Description of the common areas provided:**

Sr. No.	Type of common areas provided	Proposed date of Occupancy Certificate	Proposed date of handover for use	Size/area of the common areas provided
1.	<b>Tranquil Dip (Swimming Pool)</b>	<b>31/12/2029</b>	<b>31/12/2029</b>	
2.	<b>Vitality Haven (Gymnasium)</b>	<b>31/12/2029</b>	<b>31/12/2029</b>	

**B. Facilities/ amenities provided/ to be provided within the building including common area of the New Buildings:**

Sr No.	Type of facilities/ amenities provided	Phase name /number	Proposed Date Of Occupancy Certificate	Proposed date of handover to proposed Society	Size/area of the facilities/ amenities	FSI utilized or free of FSI
1.	<b>Tranquil Dip</b>		<b>31/12/2029</b>	<b>31/12/2029</b>		

	(Swimming Pool)					
2.	Vitality Haven (Gymnasium)		31/12/2029	31/12/2029		

**C. Facilities/ amenities provided/ to be provided within the Layout and/or the common area of the Layout:**

Sr No.	Type of facilities/amenities provided	Phase name/number	Proposed Date Of Occupancy Certificate	Proposed date of handover to proposed Society/Common body	Size/area of the facilities/amenities	FSI utilized or free of FSI
1.	NA	NA	NA	NA	NA	NA
2.	NA	NA	NA	NA	NA	NA
3.	NA	NA	NA	NA	NA	NA

**D. The size and the location of the facilities/ amenities in form of open spaces (RG/PG etc) provided/ to be provided within the plot and/or within the Layout.**

Sr. No.	Type of open spaces (RG/PG) to be provided	Phase name/number	Size open spaces to be provided	Proposed date of availability for use	Proposed date of hand over to the proposed Society/Common body
1.	NA	NA	NA	NA	NA
2.	NA	NA	NA	NA	NA
3.	NA	NA	NA	NA	NA

**E. Details and specifications of the Lifts:**

Sr. No.	Type of Lift (passenger/service/stretcher/goods/fire/evacuation/ any other)	Total No. of Lifts provided	Number of passengers or carrying capacity in weight (kg)	Speed (mtr/sec)
1.	<b>Lift</b>	<b>1</b>	<b>6 to 8</b>	<b>0.5 to 1.5</b>

Housiey.com

**SIGNED and DELIVERED** by the )  
withinnamed Promoter )

**M/s. F.A. BUILDERS & DEVELOPERS LLP** )

by the hand of its partner, \_\_\_\_\_ )

in the presence of ..... )

1. \_\_\_\_\_

2. \_\_\_\_\_

<b>LHTI</b>
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<b>PHOTO</b>
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**SIGNED AND DELIVERED** )

**BY THE WITHIN NAMED ALLOTTEE(S)** )

\_\_\_\_\_ )

\_\_\_\_\_ )

in the presence of ..... )

1. \_\_\_\_\_

2. \_\_\_\_\_

<b>LHTI</b>
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<b>PHOTO</b>
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Housiey.com



< TO BE INSERTED BY THE PROMOTER >

**Annexure “A-1” “A-2”**  
**(Copy of the Property Cards)**

**Annexure “B”**  
**(Copy of the Registration Certificate of the Society)**

**Annexure “C”**  
**(Copy of the Deemed NOC)**

**Annexure “D”**  
**(Copy of the revised Letter of Intent dated 19<sup>th</sup> April 2023)**

**Annexure “E”**  
**(Authenticated copy of the IOA (for composite building) dated 10<sup>th</sup> July 2023)**

**Annexure “F”**  
**(Authenticated copy of the CC (for composite building) dated 8<sup>th</sup> January 2024)**

**Annexure “G”**  
**((Authenticated copy of the IOA (for sale building) dated 11<sup>th</sup> December 2024)**

**Annexure “H”**  
**(Authenticated copy of the CC (for sale building) dated 31<sup>st</sup> December 2024)**

**Annexure “I”**  
**(Title Certificate)**

**Annexure “J-1”**  
**(Authenticated copies of the plans of layout as approved by SRA)**

**Annexure “J-2”**  
**(Authenticated copies of the plans of the layout as proposed by the Promoter and according to which the construction of the New Building and open spaces are proposed to be provided for on the project)**

**Annexure “K”**  
**(Authenticated copy of the registration certificate of the Project)**

**Annexure “L”**  
**(Specification and Amenities in respect of the said Premises)**