

## AGREEMENT FOR SALE

Agreement For Sale made at Mumbai this \_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand and \_\_\_\_\_;

BETWEEN

**Messrs. Kodia Enterprises**, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Mehfil, 1<sup>st</sup> Floor, Morland Road, Mumbai Central, Mumbai - 400008 hereinafter referred to as “**Promoter**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include partner or partners from time to time of the said Firm and the heirs, executors and administrators of its last surviving partner) of the **One Part**;

AND

**Mr./Mrs./M/s.[•]** Indian Inhabitant having his/her/their/its address at [•], [or] [•], LLP, a limited liability partnership, constituted under the Limited Liability Partnership Act, 2008, having its registered office at [•], represented herein by its duly authorized partner [•], [or] Messrs. [•], a partnership firm, registered under the Indian Partnership Act, 1932, having its principal place of business at [•], represented herein by its duly authorized partner [•], [or] [•] Private Limited/Limited, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at [•], [or] [•] HUF, a Hindu Undivided Family, having its address at [•], represented herein by its Karta and manager [•], [or] [•] trustees of the private trust constituted under the Deed of Trust/Settlement dated [•], having their/its address at [•], [or] [•] Trust, a public trust registered under the [•] Act, 19[•], having its registered office at [•], represented herein by its duly authorized trustees, hereinafter referred to as the “**Allottee/s**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, (ii) limited company, or limited liability partnership, its successors and permitted assigns, (iii) partnership firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and permitted assigns, (iv) Hindu undivided family, the Karta and manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs,

legal representatives, executors and administrators, of the last survivor of them, it's or their successors and permitted assigns and (v) trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its/their successors and permitted assigns) of the **Other Part**.

**WHEREAS:**

(i). **Shabnam Property – (Municipal Leasehold Land being a portion of land bearing C.S. No. 1617 of Byculla Division)**

(a) By an Indenture of Lease dated 21<sup>st</sup> September, 1949 (hereinafter referred to as the “**1949 Lease Deed**”) made by and between The Municipal Corporation of the City of Bombay (hereinafter referred to as “**MCGM**”) as “Lessors” of the First Part and Bhailal Khusaldas Patel, the then Municipal Commissioner as “Confirming Party” of the Second Part and Fakirji Edulji Bharucha (hereinafter referred to as “**Fakirji**”) as original “Lessees” of the Third Part, registered in the Office of the Sub-Registrar of Assurances at Bombay under Serial no. 5058 of 1949, MCGM demised unto Fakirji, the Plot bearing Cadastral Survey No. 1617 of Byculla Division admeasuring 594.49 square meters together with the building standing thereon, more particularly **Firstly** described in the **First Schedule** hereunder written and shown surrounded by \_\_\_ coloured boundary line on the Plan hereto annexed and marked Annexure ‘\_\_\_’ (hereinafter referred to as the “Project Land”), for a period of nine hundred and ninety-nine (999) years at or for the rent and upon the terms and conditions contained therein. Photocopies of the Property Register Card issued in respect of the Project Land is annexed hereto and marked **Annexure ‘\_\_\_’**;

(b) By diverse mesne of assignment and acts in law and ultimately by a Deed of Assignment dated 24<sup>th</sup> April, 1972 and registered in the Office of the Sub-Registrar of Assurances at Bombay under Serial no. 1159 of 1972, made by and between the Firoze Fakirjee Bharucha and Dina Tehmurasp Bhaurcha of the One Part and M/s. Khatri Builders through its partners namely (i) Mohamed Husain Ebrahim, (ii) Oosman Gani Ebrahim and (iii) Ebrahim Mohamed Husain as “Assignees” of the Other Part (“**Khatri Builders**”), Fakirjee assigned and transferred the leasehold plot no. 10 bearing Cadastral Survey No. 1617 of Byculla Division to Khatri Builders subject to the terms and provisions the 1949 Lease Deed.

- (c) Khatri Builders constructed on the leasehold plot, a residential building having ground plus four upper floors (hereinafter referred to as “**Shabnam Building**”) and sold residential flats therein on ‘ownership basis’ under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963 (hereinafter referred to as “**MOFA**”) to the purchasers and allottees who then formed a co-operative housing society by the name Byculla Shabnam Co-operative Housing Society Limited, registered with the Registrar of Co-operative Societies under Serial no. BOM/HSG 4527 of 1975 having its registered office at 12<sup>th</sup> Club Road, Maratha Mandir Marg, Mumbai - 400008 (hereinafter referred to as the “**Shabnam Society**”).
- (d) Thereafter two partners of Khatri Builders that is, (i) Mohamed Husain Ebrahim expired on 3<sup>rd</sup> July, 1986 and (ii) Oosman Gani Ebrahim expired on 11<sup>th</sup> October, 2000 respectively, and the third partner Mr. Ebrahim Mohammed Hussain became the sole surviving partner/sole proprietor of Khatri Builders.
- (e) By and under a Deed of Assignment dated 19<sup>th</sup> December, 2016, registered under serial no. BBE-1-9566 of 2016 on 20<sup>th</sup> December, 2016, made by and between Khatri Builders through their sole surviving partner/sole proprietor as the “Assignors” of the One Part and Shabnam Society as “Assignees” of the Other Part, transferred and assigned Project Land to the Society together with the Shabnam Building standing thereon. The Project Land and the Shabnam Building are hereinafter for brevity sake referred to as “**Shabnam Property**”;
- (f) By a Development Agreement dated 10<sup>th</sup> February, 2017 registered in the Office of the Sub-Registrar of Assurances at Mumbai under Serial No. BBE-1/610 of 2017 (hereinafter referred to as “**Shabnam DA**”) made by and between the Shabnam Society of the One Part and the Promoter as Developers of the Other Part, the Society granted to the Promoter, development rights of Shabnam Property in consideration of the amount paid by the Promoter to the Society and further in consideration of the Promoter allotting to the seventeen members of the Society designated premises in the proposed building as per details set out in the aforesaid Shabnam DA (hereinafter collectively referred to as “**Shabnam Members Premises**”).
- (g) The Shabnam Society executed in favour of Mr. Salim Kodia and Mr. Suleman Kodia partners of the Promoter, a Power of Attorney dated 10<sup>th</sup> February, 2017, and registered

in the Office of the Sub-Registrar of Assurances at Bombay under Serial no. BBE1-611of 2017 containing rights, powers and authorities *inter alia* to obtain all necessary permissions and approvals from all concerned authorities including the MCGM and for redevelopment of Shabnam Property after arriving at an amicable settlements with the members of the Shabnam Society.

(ii). **Trust Property – (Municipal Leasehold Land bearing C.S. No. 1627 of Byculla Division)**

(a) The India Financial Association of Seventh Day Adventists (hereinafter referred to as “Trust”) are the lessees of the Plot bearing Cadastral Survey No. 1627 of Byculla Division admeasuring 817.73 square meters together with the building standing thereon for a period of ninety-nine (99) years more particularly described **Secondly** in the First Schedule hereunder written and shown surrounded by \_\_\_ coloured boundary line on the Plan hereto annexed and marked Annexure ‘\_\_\_’ (hereinafter collectively referred to as the “Trust Property”) upon the covenants and conditions recorded and contained in the Indenture of Lease dated 7<sup>th</sup> day of July, 1914, registered in the Office of the Sub-Registrar of Assurances at Bombay under Serial no. 2733A on 1<sup>st</sup> September, 1914, MCGM, which lease was assigned to the Trust, under an indenture dated 15<sup>th</sup> June 1950, registered in the office of the Sub-Registrar of Assurances at Bombay under Serial no. BOM-2948of 1950 for a term of 99 years.

(b) By a Development Agreement dated 19<sup>th</sup> August, 2016, registered with the Sub-registrar of Assurance under serial No. BBE5-5228 of 2016, made by and between Trust as “Trust” of the First Part and Ashlock Education Society as “Occupants” of the Second Part and the Promoters as “Developers” of the Third Part, the Trust with the confirmation of the Occupants granted development rights of the Trust Property to the Promoter for the consideration therein mentioned subject to the terms, conditions and provisions of the Indenture of Lease dated the 7<sup>th</sup> day of July, 1914.

(c) The Trust executed in favour of Mr. Salim Kodia and Mr. Suleman Kodia, the partners of the Promoter, a Power of Attorney dated 19<sup>th</sup> August, 2016, and registered in the Office of the Sub-Registrar of Assurances at Bombay under Serial no. BBE5-5229of 2016 containing powers and authorities, *inter alia*, to obtain all necessary permissions

and approvals from all concerned authorities including the MCGM and for development of Trust Property;

(d) The term of the aforesaid lease under the Indenture of Lease dated the 7<sup>th</sup> day of July, 1914, having expired on 27<sup>th</sup> August, 2012, the Trust through their constituted attorneys, the Promoter made an application to the MCGM for the renewal/grant of a fresh lease, pursuant to which the MCGM by the letter bearing No. S.A./Property/29809/makta-1 dated 31<sup>st</sup> October, 2018 addressed to the Trust renewed the lease for the period of thirty years from 28<sup>th</sup> August, 2012 upto 27<sup>th</sup> August, 2042 at an annual lease rent of Rs.6,69,890/- (Rupees Six Lakhs Sixty-nine Thousand Eight Hundred and Ninety Only) for a period of ten years subject to the enhancement of the lease rent @ ten per-cent (10%) at an interval of every ten years during the tenure of the lease.

(iii). **Meher Villa – (Municipal Leasehold Land bearing C.S. No. 1616 of Byculla Division)**

(a) By an Indenture of Lease dated 16<sup>th</sup> day of September, 1902 made by and between The Trustees for the Improvement of City of Bombay as “Lessors” of the One Part and Dara Nusserwanji Mirza as the original “Lessee” of the Other Part and registered in the Office of the Sub-Registrar of Assurances at Bombay under Serial no. 2373/A on 17<sup>th</sup> October, 1902, the Lessor granted to then original lessee, the lease of the Plot bearing Cadastral Survey No. 1616 of Byculla Division admeasuring 639.13 square meters (as per the Property Register Card) together with the tenanted building standing thereon for a period of ninety-nine (99) years more particularly described **Thirdly** in the First Schedule hereunder written and shown surrounded by \_\_\_ coloured boundary line on the Plan hereto annexed and marked Annexure ‘\_\_\_’ (hereinafter referred to as the “Meher Villa”).

(b) By diverse mesne of assignment and acts in law and ultimately by a Deed of Assignment dated 17<sup>th</sup> December, 2012 made by and between Mohammed Younus Mohammed Saeed Saifi and eight others as “Assignors” of the One Part and the Promoter of the Other Part, registered in the Office of the Sub-Registrar of Assurances at Bombay under Serial no. BBE-1-10121 of 2012, the Promoter became assignees of Meher Villa for the consideration therein mentioned paid by the Promoter to the Assignors.

- (c) Mohammed Younus Mohammed Saeed Saifi and eight others executed in favour of Mr. Salim Kodia and Mr. Suleman Kodia partners of the Promoter, a Power of Attorney dated 10<sup>th</sup> February, 2012, and registered in the Office of the Sub-Registrar of Assurances at Bombay under Serial no.BBE1-01279of 2012 containing powers and authorities *inter alia* to obtain all necessary permissions and approvals from all concerned authorities including MHADA and the MCGM and for development of Meher Villa.
- (d) Pursuant to the Deed of Assignment, Mohammed Younus Mohammed Saeed Saifi and eight others delivered to the Promoters possession of Meher Villa, subject to the tenancies in respect of the tenements/flats therein.
- (e) The term of the lease under the Indenture of Lease dated the 16<sup>th</sup> day of September, 1902, having expired on 10<sup>th</sup> March, 2001, the MCGM pursuant to an application made by Mohammed Younus Mohammed Sayed Saifi and eight others through their constituted attorneys the Promoter herein, the lease was renewed for a period of thirty (30) years from 11<sup>th</sup> March, 2001 to 10<sup>th</sup> March, 2031 at an annual lease rent of Rs.2,57,360/- (Rupees Two Lakhs Fifty-Seven Three Hundred and Sixty Only) for a period of ten years from 11<sup>th</sup> March, 2001 subject to the enhancement of the lease rent @ ten per-cent (10%) at the interval of every ten years during the tenure of the lease.
- (iv). The Promoter initially intended to develop Shabnam Property, Trust Property and Meher Villa as separate independent developments and hence submitted separate proposals for re-development of Trust Property and Meher Villa to MHADA pursuant to which MHADA granted its no objection certificate in respect of the same, in the following manner, that is:
- (a) The Promoter submitted its proposal to MHADA, for the redevelopment of Meher Villa pursuant to which MHADA issued its NOC bearing no. R/NOC/F-2141/3678/MBRRB-13 dated 31<sup>st</sup> May, 2013 granting its no objection certificate in respect of the re-development of Meher Villa. Subsequently, the Promoter through its Architect revised its proposal and submitted to MHADA such revised proposal vide its letter 18<sup>th</sup> December, 2019 pursuant to which MHADA issued its NOC bearing no. R/NOC/F-298/MBRRB-2020 dated 23<sup>rd</sup> January, 2020 granting its no objection certificate in respect of the re-development of Meher Villa upon the terms and conditions contained therein;

(b) The Promoter submitted its proposal to MHADA vide its letter 25<sup>th</sup> February, 2017 for the redevelopment of Trust Property pursuant to which MHADA issued its NOC bearing no. R/NOC/F-2715/1647/MBRRBoard-2020 dated 16<sup>th</sup> February, 2021 read with NOC bearing no R/NOC/F-2715/2097/MBRRB-21. dated 1<sup>st</sup> March, 2021 granting its no objection certificate in respect of the re-development of Trust Property in accordance with modified D.C. Regulation 33(7) read with Appendix III, upon the terms and conditions contained therein;

(v). The Promoter thereafter being desirous of undertaking a composite re-development of Shabnam Property, Trust Property and Meher Villa (hereinafter referred to as the “**Whole Project Land**”), submitted a revised building proposal to MHADA vide its letter dated 1<sup>st</sup> March, 2021 pursuant to which MHADA vide its letter no. R/NOC/F-2141 & 2715/3546/MBRRB-2021 dated 20<sup>th</sup> April, 2021 addressed to Promoter granted it’s amalgamation permission for composite development of the Whole Project Land, in accordance with the modified D.C. Regulations 33(7) and Appendix III, upon the terms and conditions contained therein. The Promoter shall, in accordance with the aforesaid MHADA NOC, before commencing the joint re-development of the Whole Project Land get such plots amalgamated from the MCGM;

(vi). The Promoter shall exclusively own, hold and enjoy, the entire current, enhanced, future and estimated/projected/envisaged, FSI/ FAR, premium/ paid FSI, fungible FSI, incentive/ additional/ compensatory FSI, floating FSI, DR, TDR, and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights and/or benefits of any nature whatsoever, and by whatever name called or may be, available, or acquired, under any Applicable Law (defined hereinafter), or otherwise howsoever, including by way of hand over and/or transfer, to any governmental authority/ies or persons, of any or all of the Reservations or any part/s of the Whole Project Land (hereinafter collectively referred to as “**Development Potential**”).

(vii). The Promoter intends to develop and construct the Whole Project Land in phases and has evolved a Scheme for Re-development of the Whole Project Land, in phases, which inter alia, involves:

(a) the construction of a residential building after demolishing the existing building upon a part of Shabnam Property proposed to be up to twenty-two upper floors above the

ground floor level thereof (hereinafter referred to as the “**Wing B**”) together with the limited common areas and amenities attributable thereto as described in the Statement annexed hereto and marked **Annexure ‘** (hereinafter referred to as the “**Limited Common Areas & Amenities**”), by utilization of such part of the Development Potential as the Promoter deems fit, in its sole discretion. The development and construction of Wing ‘B’ and the Limited Common Areas & Amenities is hereinafter referred to as the “**Project**”. The Promoter, in accordance with the Shabnam DA, shall after re-housing the existing seventeen members of the Shabnam Society with areas and specifications, and fixtures and amenities as per details set out in the Shabnam DA, be entitled to allot and sell the flats in Wing B, on an “ownership basis” under the applicable provisions, from time to time, of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (as applicable) and the Real Estate (Regulation and Development) Act, 2016 (hereinafter respectively referred to as “**MOFA**” and “**RERA**” and collectively “**Ownership Act**”), and/or the grant of leases, tenancies, licenses, and/or any other alienation or disposed of such flats and premises, as the Promoter deems fit, in its sole discretion;

(b) the construction of a residential building after demolishing the existing building upon a part of Meher Villa, proposed to be up to twenty-one upper floors above the ground floor level thereof (hereinafter referred to as the “**Wing A**”) together with the limited common areas and amenities attributable thereto, by utilization of such part of the Development Potential as the Promoter deems fit, in its sole discretion. The Promoter, being the owner of Meher Villa, shall deal with the same in the manner it deems fit, by either retaining the entire Wing A for its own use and enjoyment and/or grant of leases, tenancies, licenses, and/or any other alienation or disposed of such flats, as the Promoter deems fit, in its sole discretion if it deems fit and/or allot and sell the flats in Wing A, on an “ownership basis” under the applicable provisions, from time to time, of the Ownership Act;

(c) Wing A and Wing B are connected from ground upto eighth (8<sup>th</sup>) floor which has certain Common Areas, Amenities and/or parking (defined hereinafter), such that Wing A ground floor has a double height entrance lobby, and a ground plus one residential

apartment with an internal staircase and the second to the seventh floor are for podium parking and Wing B ground floor is stilt and has an entrance lobby and first to eighth and there is a common ramp between Wing A and Wing B which would serve as an access to the eight floors of each of Wing A (podium) and Wing B (podium) earmarked for parking of cars, all of which will be owned by proportionately by the entity/organization/owner of Wing A and Wing B as provided hereinafter and is shown on the plan hereto annexed and thereon marked **Annexure ‘\_\_’**. All kinds of parking spaces, irrespective of being situate anywhere in Wing A and Wing B are hereinafter collectively referred to as “**Aggregate Car-parking Spaces**”;

- (d) the construction of a school upon part of Trust Property having proposed ground plus seven upper floors (hereinafter referred to as the “**School Building**”) together with the limited common areas and amenities attributable thereto, by utilization of such part of the Development Potential as the Promoter deems fit, in its sole discretion;
- (viii). As a part of the Whole Project, the Promoter also intends to develop and construct various common areas, utilities as well as amenities on the eighth floor such as a fitness club, swimming pool, and 2 recreational gardens, and/or parking as detailed in the in the Statement annexed hereto and marked **Annexure ‘\_\_’** (hereinafter referred to as the “**Common Areas & Amenities**”). The Common Areas & Amenities have been earmarked/designated for the exclusive use and benefit of the purchasers and allottees of Wing A and Wing B in the Whole Project. It is to be clarified that the users and occupants of the School Building in the Whole Project shall not be entitled to utilize the Common Areas & Amenities.
- (ix). In respect of the Project:
- (a). In the Building there has been earmarked for re-housing the members of the Shabnam Society and the Promoter is entitled to the remaining premises in the Building, the control and ownership all of which shall belong to the Promoter alone (hereinafter collectively referred to as the “**Promoters’ Premises**”). The Promoter is also exclusively entitled to certain car-parking spaces out of the Aggregate Car-parking Spaces (hereinafter referred to as the “**Promoters’ Car-parking Spaces**”)

- (b). The Promoter has appointed Milind Changani (B.N. Shah Associates) Architects, registered with the council of architects, (hereinafter referred to as the “**Project Architect**”) and structural engineer Mahimtura Consultants Pvt. Ltd. in respect of the design and execution of the Project (hereinafter referred to as the “**Project Engineer**”). The Promoter shall have the right to remove and substitute the Project Architect and/or Project Engineer and has accepted their professional supervision till the completion of the Project.
- (c). The Promoter has obtained the Certificate of Title dated 19<sup>th</sup> January, 2024 issued by M/s. M. T. Miskita and Company, Advocates and Solicitors certifying the title of the Promoter to the Shabnam Property (including the rights to develop the same), a copy whereof is annexed hereto and marked as **Annexure ‘\_\_’**.
- (d). The Promoter has obtained, and is in the process of being obtained, and is to obtain, all approvals, permissions, sanctions, licenses, and no objection certificates/letters, by whatever name called, under Applicable Law (defined hereinafter), as the Promoter may consider necessary and expedient, and/or as required by any governmental authority, *inter alia*, in relation to the development of the Project, and/or, *inter alia*, in relation to the Shabnam Property, or any part thereof, and includes specifically: (1) the current lay-out plan (hereinafter referred to as “Plan”) and the Building Plan in respect of the Whole Project Land approved by the MCGM, (2) the IOD bearing no. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the “IOD”) issued by MCGM in respect of the Project, copies whereof are annexed hereto and marked **Annexure ‘\_\_’**, and ‘\_\_’, respectively, together with all further approvals, permissions, sanctions, licenses, no objection letters/certificates, and together with renewals, extensions, revisions, amendments and modifications thereof, from time to time, as the Promoter may consider necessary and expedient, in their discretion, and/or as required by the MCGM/MHADA, and/or any governmental authorities (hereinafter collectively referred to as the “**Approval**”).
- (x). In the above premises the Promoter has the sole and exclusive right to deal with, dispose off and alienate by way of sale and/or to create third party rights in respect of the Promoter’s Premises to respective purchasers / allottees in the building/s constructed/to

be constructed in the Building and to enter into suitable Agreements respectively with such purchaser allottee, as the case may be. The Promoter has the sole and exclusive right to dispose off and alienate by way of lease and / give on lease and license basis the Promoter's Premises;

- (xi). The purchasers of the Promoter's Premises will be admitted as members of the society in an agreed time period on the terms and conditions specified hereinafter in the Agreement, and accordingly no further, other or new co-operative housing society, limited company, association of apartment owners (i.e., a condominium), or other organisation or entity is envisaged to be, or will be, formed and registered in respect of the re-developed Shabnam Property, and the Society will continue to hold title as stated hereinafter in this Agreement.
- (xii). The subject matter of this Agreement is an agreement to allot and sell an apartment in Project.
- (xiii). The Allottee/s has/have approached, and applied to, the Promoter and has expressed desire to purchase and acquire and be allotted, out of the Promoter's Premises, the residential flat bearing flat no. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtrs. carpet area (RERA) on \_\_\_\_\_ floor of said Wing B (hereinafter referred to as the "said Building") as shown on the typical floor plan thereof hereto annexed and marked **Annexure "\_\_\_"** (hereinafter referred to as the "**Apartment**") and which is more particularly described in the **Third Schedule** hereto, with the benefit of the use of \_\_\_\_\_ car parking space/s In Wing B, (hereinafter referred to as the "**Parking Space/s**") as an amenity thereto. In this regard, the Allottee/s has/have demanded from the Promoter, and the Promoter has given to the Allottee/s, an inspection of the documents and records relating to the Whole Project Land, Shabnam Property, and the Project, as well as all other documents specified under RERA including Approvals, Sanctions and Permissions as required to be disclosed. The Allottee/s has/have satisfied himself/herself/themselves/itself in respect thereof, including the title of the Promoter to the Shabnam Property (including the right to develop the same). The Promoter shall not be obliged to provide, and the Allottee/s is/are not entitled to require, any further investigation in respect of the Promoter title to the Whole Project Land, and/or the Portion A and the Promoter's right

to develop the Shabnam Property, and no further objection and/or requisition shall be raised by the Allottee/s in respect thereof.

- (xiv). Based upon the agreements, confirmations and undertakings of and applicable to the Allottee/s herein, including to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Promoter has agreed to allot and sell the Apartment to the Allottee/s, strictly upon and subject to the terms, conditions and provisions hereof.
- (xv). Under the provisions of RERA and MOFA (as applicable), the Parties are required to execute an Agreement for Sale, being this Agreement, and to register the same under the provisions of the Indian Registration Act, 1908.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter is in possession of the project land.

AND WHEREAS the Promoter has proposed to construct on the project land comprising of inter alia, two (2) wings, respectively called, Wing 'A' and Wing 'B', proposed to have ground and upto 22 floors approximately and both the wings proposed to be connected by ground plus 8 level podium/part podium for ramp car parking and upto 14 proposed upper floors having residential flats, together with provision for covered car parking space in podium of the Project Building with the Common Areas & Amenities (defined hereinafter) and Limited Common Areas and Amenities (defined hereinafter) to be developed upon the Project Land all within the Project Land which are intended for the common use of, inter alia, the allottees, purchasers, owners and occupants, from time to time of flats/units/premises in A and B wing, by utilizing the Aggregate Development Potential (defined hereinafter).

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ No \_\_\_\_\_; authenticated copy is attached in Annexure “ \_\_\_\_\_”;

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building / buildings.

AND WHEREAS by virtue of the Development Agreement the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs. B. N. Shah & Associates and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "The Said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card showing the nature of the title of the Owner to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure ' \_\_\_\_\_' and ' \_\_\_\_\_', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure \_\_\_\_\_.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are

proposed to be provided for on the said project have been annexed here to and marked as Annexure \_\_\_\_\_,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure \_\_\_\_\_.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and / or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and up on due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. .... on ..... floor in wing ..... situated in the building no. .... being constructed in the ..... phase of the said Project.

AND WHEREAS the carpet area of the said Apartment is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, are as under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. ....../- (Rupees ..... ) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt where of the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no.\_\_\_\_\_;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

NOW THERE FOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS –

1. The Promoter shall construct the said building/s consisting inter alia, two (2) wings, respectively called, Wing 'A' and Wing 'B' proposed to have ground and upto 22 floors approximately and both the wings proposed to be connected by ground plus 8 level podium/part podium for ramp car parking and upto 14 proposed upper floors

having residential flats on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. .... of the type ..... of carpet area admeasuring ..... sq. metres on ..... floor in the building / wing (hereinafter referred to as "The Apartment") as shown in the Floor plan thereof here to annexed and marked Annexure \_\_\_\_ and \_\_\_\_ for the consideration of Rs. .... including Rs. .... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately)

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

1.b The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. \_\_\_\_\_/-

1.c The Allottee has paid on or before execution of this agreement a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby

agrees to pay to that Promoter the balance amount of Rs. \_\_\_\_\_/-

(Rupees \_\_\_\_\_ Only) in the following manner –

- i. Amount of Rs. ..../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with water proofing, of the building or wing in which the said Apartment is located.
- vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be

prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1.d The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment].

1.e The Total Price is escalation – free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and / or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.f The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ \_\_\_\_\_ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an Allottee by the Promoter.

1.g The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be

recalculated up on confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty – five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1 (a) of this Agreement.

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

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

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

2. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him / her and meeting the other

obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) hereinabove. (“Payment Plan”).

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize Floor Space Index of \_\_\_\_\_ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of \_\_\_\_\_ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4. 1. If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment / Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4. 2. Without prejudice to the right of promoter to charge interest in terms of sub – clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his / her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults

of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that up on termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure '\_\_\_\_', annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee on or before ..... day of..... 20..... If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

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

7. 1 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment / Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment / Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
7. 2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.
7. 3 **Failure of Allottee to take Possession of [Apartment / Plot]** – Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment / Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment / Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7. 4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and / or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye – laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye – laws, or the Memorandum and / or Articles of Association, as may be required by the Registrar of Co – operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
9. 1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor /

Lessor / Original Owner / Promoter and / or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9. 2 The Promoter shall, within three months of registration of the Federation / apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation / Apex body all the right, title and the interest of the Vendor / Lessor / Original owner / Promoter and / or the owners in the project land on which the building with multiple wings or buildings are constructed.
9. 3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and / or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building / s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ....../- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance / assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance /assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case maybe.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts –
- (i) Rs. ....../- for share money, application entrance fee of the Society or Limited Company / Federation / Apex body.
  - (ii) Rs. ....../- for formation and registration of the Society or Limited Company / Federation / Apex body.
  - (iii) Rs. ....../- for proportionate share of taxes and other charges / levies in respect to the Society or Limited Company / Federation / Apex body.
  - (iv) Rs. ....../- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company / Federation / Apex body.
  - (v) Rs. ....../- for Deposit towards Water, Electric, and other utility and services connection charges &
  - (vi) Rs. ....../- for deposits of electrical receiving and Sub Station provided in Layout.
11. The Allottee shall pay to the Promoter a sum of Rs. ....../- for meeting all legal costs, charges and expenses, including professional costs of the Attorney – at – Law / Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye – laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building / wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

### 13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development up on the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances up on the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building / wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building / wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building / wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- vii. The Promoter has not entered in to any agreement for sale and / or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment / Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
  - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;
  - ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
  - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
  - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and / or the Project except those disclosed in the title report.
14. The Allottee/s or himself / themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows –
- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken

and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye – laws or change / alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye – laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at anytime make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and

the appurtenances there to in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardisor other structural members in the Apartment without the prior written permission of the Promoter and / or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part there of or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and / or Government and / or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub – let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye – laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company / Apex Body / Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out – goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society / Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter in to and up on the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter in to and up on the project land or any part thereof to view and examine the state and condition thereof
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co – operative Society or association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society / Limited Company or other body and until the project land is transferred to the Apex Body / Federation as herein before mentioned.

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

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

18. **BINDING EFFECT**

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

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and super seeds any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment / plot / building, as the case maybe.

20. RIGHT TO AMEND

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

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

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

22. SEVER ABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment / Plot] to the total carpet area of all the [Apartments / Plots] in the Project.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

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

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

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D **and** notified Email ID / Under Certificate of Posting at their respective addresses specified below –

\_\_\_\_\_ Name of Allottee

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

Notified Email ID – \_\_\_\_\_

M/s. \_\_\_\_\_ Promoter name

\_\_\_\_\_ (Promoter Address)

Notified Email ID – \_\_\_\_\_

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

28. **JOINT ALLOTTEES**

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

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

30. Dispute Resolution – Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the \_\_\_\_\_

Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

### 31. GOVERNING LAW

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

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

First Schedule Above Referred to

Description of the freehold / leasehold land and all other details

Second Schedule Above Referred to

All that the proposed Apartment, that is proposed residential flat no. [•], admeasuring approximately [•] square meters carpet area (RERA), that is, approximately [•] square feet carpet area (RERA) on [•] floor, of Building [•] together with [•] vehicle Parking Space/s in the Project known as “[•]”.

Enclosed balcony area attached to the Apartment is approximately [•] square meters, that is, approximately [•] square feet;

Utility/open balcony area attached to the Apartment is approximately [•] square meters, that is, approximately [•] square feet;

Open terrace area attached to the Apartment is approximately [•] square meters, that is, approximately [•] square feet.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee : (including joint buyers)

(1) \_\_\_\_\_

Please affix  
photograph  
and sign  
across the  
photograph

Please affix  
photograph  
and sign  
across the  
photograph

(2) \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_

In the presence of WITNESSES –

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

1. M. K. Enterprises

Please affix  
photograph  
and sign  
across the  
photograph

(Authorized Signatory) WITNESSES

Name \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Note – Execution clauses to be finalized in individual cases having regard to the constitution of the parties to the Agreement.

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE [APARTMENT / PLOT] AND THE GARAGE / CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B'

FLOOR PLAND OF THE APARTMENT

ANNEXURE – \_\_\_\_

Name of the Attorney at Law / Advocate,

Address –

Date –

No.

RE. –

Details of the Title Report

The Schedule Above Referred to

(Description of property)

Place –

Date \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

(Signed)

Signature of Attorney – at – Law / Advocate

DR  
Housiey.com

ANNEXURE – \_\_\_\_

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor / Lessor / Original Owner / Promoter to the project land).

ANNEXURE – \_\_\_\_

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE – \_\_\_\_

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE – \_\_\_\_

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – \_\_\_\_

(Specification and amenities for the Apartment),

ANNEXURE – \_\_\_\_

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

Received of and from the Allottee above named the sum of Rupees ..... on execution of this agreement towards Earnest Money Deposit or application fee.

I say received.

The Promoter/s.