

Agreement of Sale made at Mumbai this _____ day of _____ in the year Two Thousand [•];

Between

Messrs. M. K. Enterprises, a partnership firm, registered under the Indian Partnership Act, 1932 and having its address at Dar-us-Salam, 32, Motlibai Street, Agripada, Mumbai 400 008 represented herein by its authorised partner Mr. Suleman Kodia, hereinafter referred to as the “**Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, their or his assigns and the heirs, executors and administrators of the last surviving partner) of the **One Part**;

And

Mr./Mrs./Ms./Messrs. _____, of Mumbai, Indian Inhabitant, residing at _____, Mumbai 400 0____, 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 his/her/its/their heirs, executors, administrators and assigns, the partners or partner for the time being of the said firm, their or his assigns and the heirs, executors and administrators of the last surviving partner, its successors and assigns) of the **Other Part**;

Whereas:

(i). The Municipal Corporation of Greater Mumbai (hereinafter referred to as “**MCGM**”) is, as the Owner, seized and possessed of or otherwise well and sufficiently entitled to all that the piece or parcel of land or ground situate, lying and being at Imamwada Road, bearing Cadastral Survey no. 1521 “B” Ward, admeasuring about 14,003.46 square meters or thereabouts (hereinafter referred to as the “**Entire Land**”) together with 10 (ten) tenanted buildings thereon, bearing nos. 1 to 7 and 12 to 14 respectively, which are occupied by the tenants of the MCGM;

(ii). Under the sanctioned revised Development Plan of “B” Ward, the Entire Land is in the residential zone and is reserved for the public purpose of existing municipal housing;

(iii). Out of Entire Land, Land admeasuring about 11,204.46 square meters (hereinafter referred to as the “**Large Portion**”) and more particularly described Firstly in the **First Schedule** hereunder written there were seven (7) buildings bearing nos. 1, 2, 3, 4, 5, 6 and 7. Out of Large Portion land admeasuring 3,475.22 square meters abutting Imamwada Road was earlier reserved for a proposed 29.26 meters wide D. P. Road (hereinafter referred to as “**D. P. Road Area**”), which reservation has been deleted vide letter dated 16th October, 2019, bearing reference no. DyE/5891/Traffic. The building nos. 4 and 6 were located on the D. P. Road Area;

(iv). The buildings being in need of extensive repairs, the tenants of the building nos. 1, 2, 3, 4, 5 and 7 in consultation with the Promoter evolved a scheme for re-development of the Large Portion under Regulations 33(7) of the Development Control Regulations for Greater Mumbai, 1991 (“hereinafter referred to as the “**D. C. Regulations**”) and in pursuance thereof, the tenants of the buildings nos. 1, 2, 3, 4, 5 and 7 formed three (3) co-operative housing societies under the Maharashtra Co-operative Societies Act, 1960, known as “Shree Laxminarayan Co-operative Housing Society Limited” (being the tenants of building nos. 2, 3 and 4) (hereinafter referred to as “**Shree Laxminarayan Society**”), “Baitul Aman Co-operative Housing Society Limited” (being the tenants of building nos. 5 and 7) (hereinafter referred to as “**Baitul Aman Society**”) and “K.G.N. Co-operative Housing Society Limited” (being the tenants of building no. 1) (hereinafter referred to as “**K.G.N. Society**”) (Shree Laxminarayan Society, Baitul Aman Society and K.G.N. Society shall hereinafter be collectively referred to as the “**Rehab Society No.1**”);

(v). The Promoter has appointed B.N. Shah & Associates, Architects, as the Project Architects (hereinafter referred to as the “**Project Architects**”) and M/s. Hanware Consultants as structural engineers for preparation of the lay-out and building plans and for supervision of the construction work of the Project Building /Free Sale Building No.2(defined hereinafter);

(vi). The Rehab Society No.1 (then proposed) entered into three separate memorandums of understandings, appointing the Promoter for the re-development of their respective buildings and prepared and submitted to the MCGM through the Project Architects, three separate proposals under Regulation 33(7) of the D. C. Regulations, for re-development of the buildings, in respect of which they were tenants, and the MCGM was pleased to issue to them Annexure – II, setting out therein the list of eligible tenants / occupants, which was forwarded by the MCGM by its three separate letters bearing nos. AC/Estates/4647/AO (Soc.) dated 28th June, 2006, AC/Estates/4653/AO (Soc.) dated 28th June, 2006 and AC/Estates/11932/AO(Soc.) dated 12th October, 2006 addressed to the Project Architects;

(vii). The MCGM vide its letter dated 22nd November, 2006 bearing no. CHE/2045/DPC addressed to the Project Architects, granted its permission for the development of the Large Portion, stating that the No Objection Certificate of the MHCC is not required for the re-development of the Large Portion; The Improvements Committee constituted under the Chairmanship of Mumbai Municipal Commissioner/Additional Commissioner (ES) in its meeting held on 7th day of December, 2007 after considering the various aspects of the Redevelopment Proposal submitted to it, approved the Redevelopment Proposal under Regulation 33(7) of the D. C. Regulations vide its Resolution No. 60 dated 29th day of August, 2007 and the MCGM was pleased to issue its Letter of Intent No. 12409/AO(Soc) dated 11th day of October, 2007 (hereinafter referred to as the “**Letter of Intent**”), approving the scheme of redevelopment of the Large Portion;

(viii). Upon the registration of the Rehab Society No.1 under the Maharashtra Co-operative Societies Act, 1960, the Rehab Society No.1 entered into three separate development agreements viz., (i) Development Agreement dated 29th May, 2008 made by and between Shree Laxminarayan Society of the One Part and the Promoter of the Other Part, (ii) Development Agreement dated the 1st September, 2008 made by and between the Promoter of the One Part and Baitul Aman Society of the Other Part and (iii) Development Agreement dated the 16th December, 2008 made by and between the Promoter of the One Part and the K.G.N. Society of the Other Part. Each of the Development Agreements, *inter alia*, contained the terms of the re-development and the amenities and fixtures to be provided to the tenants of each of the societies in Rehab Society No.1;

(ix). Each of the tenants of the Rehab Society No.1 have also entered into separate agreements with the Promoter recording the terms and conditions for allotment of flats to each of them, pursuant to which, the alternate accommodation has been provided to the tenants in lieu of their tenanted premises in the old buildings;

(x). In accordance with the provisions of the development agreements and the Letter of Intent, the Promoter prepared and submitted to the MCGM, a lay-out plan-cum-building proposal through the Project Architects, for development of the Large Portion and construction of the Project Building/Free Sale Building No.2 (defined hereinafter) on separate portion of the Large Portion;

(xi). The MCGM sanctioned the Lay-Out and the Building Proposal vide Intimation of Disapproval No. EB/3385/B/A dated 29th February, 2008 for construction of the rehab building with 7 (seven) wings, comprising of *inter alia*, thereon, five(5) wings respectively called Wings A, B, C, D and G and each with ground and upto 23 floors approximately along with common areas and amenities and limited common areas and amenities, (hereinafter referred to as the “**Building No.2**”) for housing the members of the Rehab Society No.1, as also the tenants of building no. 6 who will also form a separate Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 (hereinafter referred to as the “**Rehab Society No.2**”);

(xii). The Government of Maharashtra, on an Application made by the Promoter, issued the Environmental Clearance Certificate for development of the Large Portion by its Letter No. SEAC-2008/C.R 3 / T.C – 3 dated 17th November, 2008 addressed to the Promoter read with the updated Environmental Clearance Certificate vide reference no. SEIAA-EC-000000438 dated 18th September, 2018 for the Large portion admeasuring 11204.46 square meters and further updated Environment Clearance Certificate vide reference no. SIA/MH/MIS/245536/2021 dated 31st March 2022 for the Entire Land admeasuring 14003.46 square meters.

(xiii). The proposal for construction of the Project Building/Free Sale Building No.2(defined hereinafter) was also sanctioned vide Intimation of Disapproval No. P-8018/2021/(1521(pt)/B-Ward/MANDVI/IOD/1/New dated 19th August, 2021. The MCGM also issued its Building Commencement Certificate No. _____ dated _____ in respect of the Project Building /Free Sale Building No.2 (defined hereinafter), as amended from

time to time. Photocopies of the Intimations of Disapproval dated 19th August, 2021 and the Commencement Certificate dated _____ are hereto annexed and marked as **Annexure 'A-1'** and **'A-2'** respectively;

(xiv). In view of the complexity of the development, the Promoter applied to the MCGM for phased development of the Entire Land in accordance with the Sanctioned Lay-out Plan (defined hereinafter) and the building proposals, which were approved by the MCGM, vide Approval No. EB/3352/B/AL dated 25th May, 2009 amended vide Approval No. EB/3352/B/AL dated 10th August, 2021. The Lay-out Plan of the Large Portion on which the Project Building/Free Sale Building No.2 (defined hereinafter) are being constructed was sanctioned by the MCGM, vide its letter dated 24th July, 2009, forwarding therewith the Ammonia Print (hereinafter referred to as the **"Sanctioned Layout Plan"**). The parts/portions admeasuring approximately 1767.38 square meters of the Large Portion, on which the Building No.2 is constructed is hereinafter for convenience and clarity referred to as the **"Rehab Land"** and the part/portion admeasuring approximately _____ square meters of the Large Portion, on which the Project Building/Free Sale Building No.2 (defined hereinafter) is being constructed is hereinafter for convenience and clarity referred to as the **"Project Land"**, more particularly described Secondly in the **First Schedule** hereunder written;

(xvii). The Administrative Officer of the MCGM by the Letter bearing reference no. AC/Estates/20287/AO(SOC)/SOC-II, dated 8th January, 2013, addressed to the Rehab Societies and copied to the Promoter forwarded the draft of the tripartite agreement to be executed by the Rehab Society No.1 and the Rehab Society No.2, the Promoter and the MCGM, inter alia, containing the scheme of development of the Large Portion and the obligation of the MCGM as owners of the Large Portion to execute a lease initially for a period of thirty (30) years with an option to the MCGM for renewal of the lease for a further period of thirty (30) years in favour of the federation to be formed of the Rehab Society No.1, the Rehab Society No.2 and Entity & Organisation (defined hereinafter);

(xv). Subsequently, the Developer acquired development rights in respect of the adjoining land to the Large Portion upon the Entire Land admeasuring approximately 2,799 square meters bearing C.S No. 1521 (hereinafter referred to as the **"Small Land"**) and is presently under development as subsequent phases as may be decided by the Promoter;

(xvi). As the buildings being in need of extensive repairs, the tenants of the building nos. 12, 13 and 14 in consultation with the Promoter evolved a scheme for re-development of the Small Land under Regulations 33(7) of the D. C. Regulations and in pursuance thereof, the tenants of the buildings nos. 12, 13 and 14 formed a co-operative housing society under the Maharashtra Co-operative Societies Act, 1960, known as **"Kamal Khan Co-operative Housing Society (Proposed)"** (hereinafter referred to as **"Rehab Society No.3"**);

(xvii). The MCGM was pleased to issue Annexure – II, setting out therein the list of eligible tenants /occupants for Building no. 6, which was forwarded by the vide its letter bearing no. AC/Estates/29381/A.O.(Soc)/Soc-I dated 30th December, 2017. Further, the MCGM was pleased to issue Annexure – II, setting out therein the list of total eligible tenants/occupants for Building nos. 12, 13 and 14, which was forwarded by the MCGM vide its letter bearing no. AC/Estates/13346/A.O.(Soc)-II/A.E.(I)II dated 22nd October, 2019;

(xviii). The Assistant Engineer (Building Proposals), City B Ward of MCGM further issued the Commencement Certificate bearing reference no. EB/3385/B/A dated 10th October, 2018, to carry out the work upto 13th floor as per approved phase programme dated 24th December, 2010 in respect of the development of the Entire Land, upon the terms and conditions mentioned therein. The aforesaid commencement certificate was valid upto 22nd February, 2019.

(xix). By and under the Development Agreement dated 2nd November, 2019, Rehab Society No. 2 known as Azaan Co-operative Housing Society registered vide reg no.MUM/WB/HSG/(TC)/9568/2018-19 has granted development rights in favour of the Promoter in respect of Building No.6;

(xx). By and under the Memorandum Of Understanding dated 17th January, 2020, Rehab Society No. 3 known as Kamal Khan Co-operative Housing Society (Proposed) has granted development rights in favour of the Promoter in respect of Building Nos. 12, 13 and 14.

(xxi). The Assistant Commissioner (Property) of Brihanmumbai Mahanagarpalika vide his revised Letter of Intent bearing reference no. Sa.Aa./Malmatta/10315/Pra.A(Sa.Gru.San.)/SoSa-2/SaAaSu-2, dated 8th March, 2021 (hereinafter referred to as **"Revised LOI"**), revised earlier Letter of Intent bearing reference no. Sa.Aa.(Malmatta)/12409/Pra.A./Sanstha

dated 11th October, 2007, upon the terms and conditions mentioned therein. The Revised LOI has been issued in respect of the Entire Land.(xxii). The Promoter shall undertake the composite re-development of the Entire Land by amalgamating the Large Portion with the Small Land whereupon the area of the entire land to be developed will be 14,003 square meters and shall construct a Complex (defined hereinafter) thereon. The possession of Building No.2 has been handed over by the Promoter to the members of the Rehab Society No.1, and accordingly the consent of all such members in respect of the development of the Complex proposed to be carried out in a phased manner has been obtained by the Promoter;

(xxiii). In view of the composite re-development of the Entire Land, an amended Sanctioned Layout Plan was sanctioned by the MCGM, vide its letter dated 10th August 2021 forwarding therewith the Ammonia Print (hereinafter referred to as the “**Amended Sanctioned Layout Plan**”). The Amended Sanctioned Lay-out Plan may be amended from time to time. As Amended Sanctioned Lay-out Plan dated 10th August 2021 bearing reference no. Approval No. EB/3352/B/AL granted by the MCGM, the location of the recreation ground in the Project shall stand modified and/or revised;

(xxiv). The Executive Engineer (Building Proposals) of MCGM vide its Intimation of Disapproval bearing reference no. P-7957/2021/(1521)/B Ward/MANDVI/IOD/1/New dated 19th August, 2021, addressed to Messrs. M. K. Enterprises, granted his approval for the redevelopment of Building No. 3, upon the terms and conditions mentioned therein.

(xxv). The Executive Engineer (Building Proposals) of MCGM vide its Intimation of Disapproval bearing reference no. P-8018/2021/(1521)(pt)/B Ward/MANDVI/IOD/1/New dated 19th August, 2021, addressed to Messrs. M. K. Enterprises, granted his approval for the redevelopment of Building No. 4, upon the terms and conditions mentioned therein;

(xxvi). The Executive Engineer (Building Proposals) of MCGM vide its Intimation of Disapproval bearing reference no. P-8020/2021/(1521)(pt)/B Ward/MANDVI/IOD/1/New dated 19th August, 2021, addressed to Messrs. M. K. Enterprises, granted his approval for the redevelopment of Building No. 5, upon the terms and conditions mentioned therein.

(xxvii). The Executive Engineer (Building Proposals) of MCGM vide its Intimation of Disapproval bearing reference no. P-8021/2021/(1521)(pt)/B Ward/MANDVI/IOD/1/New dated 19th August, 2021, addressed to Messrs. M. K. Enterprises, granted his approval for the redevelopment of Building No. 6, upon the terms and conditions mentioned therein.

(xxviii). The Executive Engineer (Building Proposal) of MCGM vide his letter bearing File no. EB/3385/B/A/337/2/AMEND(4) dated 19th August, 2021, addressed to Mr. Milind Changani, granted his no objection for carrying out the development of the Building Nos. 1, 2, 3, 4, 5 and 7 as per the amended plans dated 8th February, 2019, upon the terms and conditions mentioned therein.

(xxix). The Executive Engineer (Building Proposal) of MCGM vide his letter bearing File no. EB/3890/B/A/337/2/Amend dated 27th October, 2021, addressed to Mr. Milind Changani, granted his no objection for carrying out the development of the Entire Land as per the amended plans dated 14th August, 2021, upon the terms and conditions mentioned therein;

(xxx). The Assistant Commissioner (Estate) of Brihanmumbai Mahanagarpalika vide its revised Letter of Intent bearing reference no. AC/Estates/10066/A.O.Soc/Soc-II/A.E.(I)I, dated 26th September, 2022, revised earlier Letter of Intent bearing reference no. AC/Estates/10315/AOSoc/Soc-II/A.E.(I) II dated 8th March, 2021, upon the terms and conditions mentioned therein. The Revised LOI has been issued in respect of the Entire Land. (xxxi). In accordance with the scheme of development as outlined and approved by the Letter of Intent and the draft tripartite agreement/s, the various approvals, sanctions and permissions received from the MCGM as Owners and as Planning Authority including the hereinbefore recited Intimations of Disapproval and Commencement Certificate for utilisation of the Floor Space Index (“**FSI**”) under Regulation 33(7) of the D. C. Regulations (DCPR), the Promoter will be entitled to:

(a). construct and develop a complex in a phase wise manner upon the Entire Land comprising of the Building No.1/Free Sale Bulding No.1 (defined hereinafter), Building No. 2 (defined hereinafter), the Building No. 3 (defined hereinafter), Building No.4/Free Sale Building No.2 (defined hereinafter), Building No.5/Wing ‘A’ & ‘B’ (defined hereinafter), Building No.5/Free Sale Building No.3 Wing ‘C’ & ‘D’ (defined hereinafter) and Building No.6 /Free Sale Building No.4 along with car-parking spaces, amenities and infrastructure (hereinafter referred to as the “**Complex**”);

(b). Construct building no.1 (hereinafter referred to as the “**Building No.1/ Free Sale Building No.1**”) upon a portion of the Entire Land, comprising of ground and upto 42 floors approximately proposed to be Ground plus 1

level podium for mechanical car parking and 41 proposed upper floors having residential flats, together provision for open and covered car parking space in podium alongwith the common areas & amenities to be developed upon and within the respective portion of the Entire Land all 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 the Building No.1 / Free Sale Building No.1;

(c). Construct building no. 2 (hereinafter referred to as the “**Building No.2**”) upon a portion of the Entire Land, comprising of *inter alia*, thereon, five (5) wings respectively called Wings A, B, C, D and G and each proposed to have ground and upto 23 floors approximately, for housing the members of the Rehab Society No.1 alongwith the common and limited common areas and amenities to be developed upon and within the respective portion of the Entire Land all which are intended for the common use of, *inter alia*, members of the Rehab Society No.1 in the Building No.2;

(d). Construct building no.3 (hereinafter referred to as the “**Building No.3**”) upon a portion of the Entire Land, proposed to have ground and upto 23 floors approximately, for housing the members of the Rehab Society No.2 alongwith the common and limited common areas and amenities to be developed upon and within the respective portion of the Entire Land all which are intended for the common use of, *inter alia*, members of the Rehab Society No.2 in the Building No.3;

(e). Construct a multi-stored residential building/tower to be known as ‘Fatima Residency’ (hereinafter referred to as the “**Project Building /Free Sale Building No.2**”) upon the Project Land, comprising of *inter alia*, two (2) separate wings, respectively called, Wing ‘A’ and Wing ‘B’, and each proposed to have ground and upto 22 habitable floors approximately and both the wings proposed to be connected by ground plus 7 level podium for mechanical plus ramp car parking and 22 proposed upper floors having residential flats, together with provision for open and 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 the Project Building/Free Sale Building No.2, by utilizing the Aggregate Development Potential (defined hereinafter). The residential flats will comprise from the ____ floor to proposed 22 floors and part of some floors, that is, part of floor nos. [.] will be reserved for Refuge Area. The car-parking spaces comprising of ground plus Seven (7) floors in respect of the Project shall be provided by the Promoter in the podium of the Project Building / Free Sale Building No.2. On or before the completion of construction of the Project Building /Free Sale Building No.2, and/or on receipt of the final approvals in respect thereof (including the final occupation certificate/s in respect thereof), the Promoter shall, in the Promoter’s discretion, form and register a co-operative society, and/or any other entity, organisation, association, or body, referred to in, or permitted under, RERA (hereinafter referred to as the “**Entity & Organisation**”) comprising of purchasers and allottees of flats/units/premises in the Project Building/ Free Sale Building No.2 (hereinafter referred to as the “**Project**”);

(f). Construct building no.5 (hereinafter referred to as “**Building No.5/Wing ‘A’ & ‘B’**”) upon a portion of the Entire Land, comprising of *inter alia*, thereon two (2) wings, respectively called, Wing ‘A’ and Wing ‘B’, and each proposed to have ground and upto 22 floors approximately, for housing the members of the Rehab Society No.3 alongwith the common and limited common areas and amenities to be developed upon and within the respective portion of the Entire Land all which are intended for the common use of, *inter alia*, members of the Rehab Society No.3 in the Building No.5/Wing ‘A’ & ‘B’;

(g). Construct building no.5 (hereinafter referred to as the “**Building No.5/Free Sale Building No.3 Wing ‘C’ & ‘D’**”) with comprising of two (2) separate wings, respectively called, Wing ‘C’ and Wing ‘D’, Wing ‘C’ proposed to have ground and upto 4 floors approximately of which ground + 1 floor is for Commercial use of the non-residential members of the Rehab Society No.3 and Wing ‘D’ proposed to have ground and upto 22 floors approximately of which ground + 1 floor is for Commercial use of the non-residential members of the Rehab Society No.3, alongwith the Common Areas & Amenities (defined hereinafter) and limited common areas and amenities to be developed upon and within the respective portion of the Entire Land all 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 Building No.5/Free Sale Building No.3 Wing 'C' & 'D'.

(h). Construct building no.6 (hereinafter referred to as the "**Building No.6/Free Sale Building No.4**") proposed to have ground and upto 6 floors approximately, with mechanical car-parking spaces alongwith the Common Areas & Amenities (defined hereinafter) and limited common areas and amenities to be developed upon and within the respective portion of the Entire Land all 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 the Building No.6 / Free Sale Building No.4. Building No.4/Free Sale Building No.2, Building No.5/Free Sale Building No.3 Wing 'C' & 'D, and Building No.6 / Free Sale Building No.4 shall collectively be hereinafter referred to as "**Additional Buildings**";

(i). form a federation comprising as its members the Entity/Organisation, the entities and organisations formed in respect of Building No.1/Free Sale Building No.1, Project Building/Free Sale Building No2, Building No.5/Free Sale Building No.3 Wing 'A', 'B', 'C' and 'D', Building No.6 / Free Sale Building No.4 under the Maharashtra Co-operative Societies Act, 1960 (hereinafter referred to as the "**Federation**"), in favour of which, the MCGM, as Owner, will execute a Deed of Lease of a demarcated portion of the Entire Land on which the Project Building/ Free Sale Building No.2 and the Additional Buildings are situate in favour of the Federation excluding the demarcated portion of the Entire Land on which Free Sale Building No.1, the Free Sale Building No. 3 and Building No.5/Wing 'A' & 'B' are/will be constructed on;

(j). set up a separate Project Corpus Fund (defined hereinafter) from contributions to be made by the allottees of flats/units/premises in the Project Building/ Free Sale Building No. 2 only for repair and maintenance of the common infrastructure of the Project, the details whereof are set out in [**•**] **Schedule** hereto;

(k). set up a separate Federation Corpus Fund (defined hereinafter) from contributions to be made by the allottees, purchasers and occupants of flats/units/premises in the Project Building/Free Sale Building No.2 and Additional Buildings for repair and maintenance of the common infrastructure of the Complex, the details whereof are set out in [**•**] **Schedule** hereto;

(l). although the Additional Buildings and the Small Land will be developed and registered as separate projects under RERA, the Entire Land will ultimately form part of one development, and all common infrastructure and amenities and facilities including the car-parking spaces provided in the Entire Land will be shared and used, in common, by the allottees, purchasers and occupants of flats/units/premises in the Project Building/Free Sale Building No.2 and Additional Buildings.

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) separate wings, respectively called, Wing 'A' and Wing 'B', and each proposed to have ground and upto 22 habitable floors approximately and both the wings proposed to be connected by ground plus 7 level podium for mechanical plus ramp car parking and 22 proposed upper floors having residential flats, together with provision for open and 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 the Project Building/Free Sale Building No.2, by utilizing the Aggregate Development Potential (defined hereinafter).

AND WHEREAS the Allottee is offered an Apartment bearing number on the ___ floor, (herein after referred to as the said "Apartment") in the _____ wing on the Building called _____ (herein after referred to as the said "Building") being constructed in the phase of the said project, by the Promoter.

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) separate wings, respectively called, Wing 'A' and Wing 'B', and each proposed to have ground and upto 22 habitable floors approximately and both the wings proposed to be connected by ground plus 7 level podium for mechanical plus ramp car parking and 22 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 / sorwings 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 whose 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 there of 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) _____

(2) _____

Please affix photograph and sign across the photograph	Please affix photograph and sign across the photograph
--	--

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

(Authorized Signatory) WITNESSES

Please affix
photograph
and sign
across the
photograph

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 PLAN OF THE APARTMENT

ANNEXURE – ____

Name of the Attorney at Law / Advocate,

Address –

Date –

No.

RE. –

Title Report

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

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.

