

All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of RERA Act and the rules and regulations made thereunder ("**Act**") and the exercise of such rights and obligations shall be subject to the provisions of the RERA Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this said applications form/ allotment letter/ sale agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

## AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE** (hereinafter referred to as the "**Agreement**") made at Vashi, Navi Mumbai this \_\_\_\_\_ day of \_\_\_\_\_ in the Christian Year Two Thousand and Twenty-Three (2023);

### BETWEEN

**TPV VENTURES LLP**, a partnership firm incorporated under Limited Liability Partnership Act, 2008 having LLP Identification No. AAZ-6140, having its registered office address at Plot No, 77, Office No. 75, 76, 4<sup>th</sup> floor, Mahavir Center, Sector 17, Vashi Sanpada, Thane - 400 703, represented through its authorized signatory \_\_\_\_\_, authorized vide resolution dated \_\_\_\_\_, hereinafter referred to as "**Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partner or partners thereof for the time being, their respective heirs, executors and administrators and administrators of the last surviving partner and its successor or successors-in-business and permitted assigns) of the **ONE PART**;

### AND

1. Shri/Smt. \_\_\_\_\_ Son/Daughter/Wife of Shri \_\_\_\_\_, adult, Indian Inhabitant, residing at \_\_\_\_\_, and
2. Shri/Smt. \_\_\_\_\_ Son/Daughter/Wife of Shri \_\_\_\_\_, adult, Indian Inhabitant, residing at \_\_\_\_\_,

### OR

M/s. \_\_\_\_\_, a partnership firm duly registered under the Indian Partnership Act, 1932 having its registered office at \_\_\_\_\_ acting through its partner/s Mr. \_\_\_\_\_ and Mr. \_\_\_\_\_ authorized by a resolution / power of attorney dated \_\_\_\_\_,

### OR

\_\_\_\_\_ Limited / Private Limited, a Company incorporated under the Companies Act, 1956, having its registered office at \_\_\_\_\_ and Corporate Identification Number ("CIN") acting through its directors Mr. \_\_\_\_\_ and Mr. \_\_\_\_\_ / duly authorized signatory Shri/Smt. \_\_\_\_\_ authorized by Board resolution dated \_\_\_\_\_

hereinafter referred to as the said "**Allottee**" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in the case of individuals, his/her/their respective heirs, executors, administrators, legal representatives and assigns, in

case of a firm the partners for the time being from time to time, the survivors or survivor of them and the heir, executors and administrators of the last of such survivors or survivor and in case of a Company, its successors and permitted assigns) of the **OTHER PART**;

In this Agreement, the Promoter and the Allottee are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS:**

- A.** City and Industrial Development Corporation of Maharashtra Limited (the said "**CIDCO**") is the New Town Development Authority declared for the area designated as a site for the new town of New Bombay by the Government of Maharashtra in exercise of its powers under sub-section (1) and (3-A) of section 113 of the Maharashtra Regional Town Planning Act, 1966 (Maharashtra XXXVII of 1996) ("**MRTP Act**").
- B.** By and under 4 (four) separate Allotment Letters, all dated 18<sup>th</sup> June 1981 bearing Ref. Nos. MM/DBC/Plt/ addressed by CIDCO to Syndicate Bank (the said "**Syndicate Bank**"), the said CIDCO allotted to Syndicate Bank: (i) Plot No. 28 by admeasurement 1850.00 square meters or thereabouts (hereinafter referred to as "**the said First Plot**"), (ii) Plot No. 29 by admeasurement 1850.00 square meters or thereabouts (hereinafter referred to as "**the said Second Plot**"), (iii) Plot No. 32 by admeasurement 1850.00 square meters or thereabouts (hereinafter referred to as "**the said Third Plot**"), and (iv) Plot No. 33 by admeasurement 1850.00 square meters or thereabouts (hereinafter referred to as "**the said Fourth Plot**"), all in the Sector 17 of the layout of land situate, lying and being at Village Vashi, Taluka Thane, District Thane of Vashi, Navi Mumbai (the First Plot, Second Plot and the Third Plot are collectively referred to as "**Plots**") more particularly stated in **First Schedule** hereunder.
- C.** By and under 4 (four) separate Agreements to Lease, all dated 15<sup>th</sup> July 1982 made and executed between CIDCO (as the Corporation therein) and Syndicate Bank (as the Licensee therein) (hereinafter collectively referred to as "**the said Lease Agreements**"), the said CIDCO agreed to grant to Syndicate Bank (i.e. the Licensee therein) upon the performance and observance by the Licensee therein of the obligations and conditions contained in the said Lease Agreements, a lease of the said Plots after erecting building/s thereon in accordance with the terms of the said Lease Agreements, at or for the consideration and on the terms and conditions recorded therein, respectively.
- D.** Pursuant to the above-referred Lease Agreements, the said CIDCO, vide physical possession receipts, recorded handover of the physical possession of the said Plots to Syndicate Bank.
- E.** Thereafter, pursuant to the application for development permission dated 14<sup>th</sup> May 1985 and 6<sup>th</sup> May 1985 to CIDCO, the said CIDCO vide Commencement Certificate bearing reference No. BP/ V/ 17 /28, 29 & 32, 33 dated 22<sup>nd</sup> May 1985, granted its permission in favor of Syndicate Bank, for the development of proposed residential building on the said Plots.
- F.** The said Syndicate Bank, pursuant to aforementioned development permission, caused the construction of 8 (eight) buildings/ structures/ towers known as "Dhanashreya Buildings" *inter-alia* consisting of 212 (two hundred and twelve) residential units/ flats having a total built up area of 11015.70 square meters or thereabouts together with the common areas and facilities (collectively referred to as "**the said Old Buildings**") on the said Plots or part and portion thereof. Upon completion of construction of the said Old Buildings on the said Plots or portion thereof, the said Syndicate Bank procured:

- a. Part Occupancy Certificate dated 30<sup>th</sup> June 1994 from CIDCO bearing No. EE (BP)/ATPO/247; and
  - b. Occupancy Certificate dated 30<sup>th</sup> October 1995 from NMMC bearing No. NMMC/ D-2/ TPO/ OC/ 2746/ D.
- G.** Thereafter, by virtue of separate 4 (four) Lease Deeds being (1) Lease Deed dated 21<sup>st</sup> February 2000 (registered under Serial No. BBM-661 of 2000); (2) Lease Deed dated 21<sup>st</sup> February 2000 (registered under Serial No. BBM-662 of 2000); (3) Lease Deed dated 21<sup>st</sup> February 2000 (registered under Serial No. BBM-664 of 2000); and (4) Lease Deed dated 21<sup>st</sup> February 2000 (registered under Serial No. BBM-663 of 2000) (collectively referred to as "**Lease Deeds**"), the said CIDCO (as the Lessor therein) granted lease and thereby demised the said Plots (separately) together with Old Buildings and erections now or at any time thereafter standing and being thereon unto the said Syndicate Bank (as the Lessee therein), for a period of 60 (sixty) years commencing from 15<sup>th</sup> July 1982 at or for the rentals, covenants and the terms and conditions more particularly stated therein, respectively.
- H.** The said Syndicate Bank had made an application to CIDCO dated 27<sup>th</sup> October 2004 with respect to the said Plots, and CIDCO vide its letter dated 28<sup>th</sup> January 2005 granted its permission for amalgamation and expansion of user with respect to the said Plots, subject to payment towards amalgamation charges. Upon payment made by Syndicate Bank towards amalgamation charges for amalgamation of the said Plots, which payment is acknowledged by CIDCO vide receipt dated 28<sup>th</sup> January 2005, the said CIDCO vide its letter dated 3<sup>rd</sup> February 2005 bearing reference no. CIDCO/EMS/2005 granted it's no objection to amalgamate the said Plots on the terms and conditions more particularly provided therein.
- I.** Thereafter, in exercise of the powers conferred by section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 (5 of 1970), the Central Government vide its Notification No. G.S.R. 155(E) dated 4<sup>th</sup> March 2020, after consultation with the Reserve Bank of India made a Scheme named as "Amalgamation of Syndicate Bank into Canara Bank Scheme, 2020" ("**Amalgamation Scheme**") which became effective on 1<sup>st</sup> day of April 2020, wherein the said Syndicate Bank came to be amalgamated with Canara Bank and it was *inter alia* recorded therein that the assets of the Transferor Bank (i.e., the said Syndicate Bank) that are immovable in nature shall, be vested in or be deemed to have been vested in the Transferee Bank (i.e. the said Canara Bank), without any further act or deed done or being required to be done by the Transferor Bank (i.e. the said Syndicate Bank) or by the Transferee Bank (i.e. the said Canara Bank) and the Transferor Bank (i.e. the said Syndicate Bank) shall be entitled to exercise all rights and privileges attached to such immovable properties and shall be liable to pay the ground rent and taxes and fulfil all obligations in relation to or applicable to such immovable properties. Further, upon amalgamation of the Transferor Bank (i.e. the said Syndicate Bank) into the Transferee Bank (i.e. the said Canara Bank), the surviving entity being the Transferee Bank (i.e. the said Canara Bank) came to be known by the name "**Canara Bank**".
- J.** Vide Letter of Change in Name dated 4<sup>th</sup> July 2022 bearing Ref. No. CIDCO/ Estate-1/ 2022/ 8000161405/ 256, CIDCO as per the Govt. Notification published by Central Govt. dated 4<sup>th</sup> March 2020 under Notification No. G.S.R 155(E), recorded the name change from M/s. Syndicate Bank to M/s. Canara Bank in their records.
- K.** Vide Letter of NOC for Transfer dated 2<sup>nd</sup> August 2022 bearing Ref. No. CIDCO/ ESTATE – 1/ 2022/ 8000164989 issued by CIDCO ("**CIDCO Transfer Order**"), CIDCO

granted its NOC for transfer of the said Plots and permitted the Canara Bank to transfer and assign the right and benefits of the Canara Bank in respect of the said Plots to TPV Ventures LLP (i.e. the Promoter) subject to the terms and conditions contained therein.

- L. By and under a Deed of Assignment cum Conveyance dated 4<sup>th</sup> August 2022 registered with the Office of the Sub Registrar of Assurances at Thane under Serial No. TNN-14163 of 2022 ("**Deed of Assignment cum Conveyance**") executed between Canara Bank (as the Assignor therein) and the Promoter (as the Assignee therein), Canara Bank transferred and assigned unto the Promoter all its right, title and interest in the said Lease Deeds including the leasehold rights of the said Plot for residual term and sold, transferred, conveyed and assigned unto the Promoter all its right, title and interest in the said Old Buildings, at or for the consideration and on terms and conditions more particularly contained therein.
- M. In view of the above, the Promoter became well and sufficiently entitled to and possessed of the said Plots and Old Buildings as the holder thereof.
- N. Vide Letter of Final Order for Transfer dated 11<sup>th</sup> August 2022 bearing Ref. No. CIDCO/ESTATE – 1/2022/8000164989 issued by CIDCO, CIDCO acknowledged the execution of the said Deed of Assignment cum Conveyance and took note of the transfer of the leasehold rights in respect of the said Plots in favour of the Promoter.
- O. Pursuant to the above, (1) by letter dated 24<sup>th</sup> August 2022 addressed by the Navi Mumbai Municipal Corporation ("**NMMC**") to the Promoter; and (2) by letter dated 5<sup>th</sup> December 2022 bearing Ref. No. CIDCO/MTS-I/EO-I/2022/477 addressed by CIDCO to the Promoter, the said NMMC *inter alia* granted its permission to the Promoter for demolition of existing building structure(s) i.e., the Old Buildings standing on the said Plots on the terms and conditions more particularly stated therein.
- P. By and under a Deed of Mortgage dated 27<sup>th</sup> December 2022, registered with the Office of the Sub Registrar of Assurances at Vashi under Serial No. TNN8-24610-2022, a mortgage has been created over the said Plots by the Promoter in favour of Kotak Mahindra Trusteeship Services Limited (being the security trustee) and Vistra ITCL (India) Limited (being the debenture trustee) to secure the repayment of certain monetary obligation towards debenture holders, on the terms contained therein. Further, by and under another Deed of Mortgage dated 17<sup>th</sup> July 2023, registered with the Office of the Sub Registrar of Assurances at Vashi under Serial No. TNN8-16042-2023, a mortgage has been created *inter alia* over the said Plots by the Promoter in favour of Kotak Mahindra Trusteeship Services Limited (being the security trustee) and Vistra ITCL (India) Limited (being the debenture trustee) to secure the repayment of certain monetary obligation towards debenture holders, on the terms contained therein.
- Q. The Promoter intends to develop the said Plots and thereupon cause development/ construction of the said Plots by undertaking a real estate project thereon having mixed use including residential and/ or commercial building/s and such other permissible user as may be approved/ granted by the concerned planning authority by utilizing maximum permissible FSI as per Unified Development Control and Promotion Regulations which was notified by the Maharashtra Government on 2<sup>nd</sup> December 2020 ("**UDCPR**") on the area of the Plots plus permissible Ancillary FSI that is or may be available for utilizing and consuming the full development potential of the said Plots which includes the entire basic FSI of the Plots, TDR/additional FSI, Fungible FSI, Premium paid FSI, compensatory FSI, incentive and any other FSI/TDR (that may be acquired in any manner), besides which the Promoter is also entitled to utilize ancillary area FSI (as may be available) under the UDCPR or such other regulations as may be applicable from time

to time, either free of cost or on payment of premium etc., or FSI available with or without premium under UDCPR or by any other subsequent circulars, notifications or guidelines issued by CIDCO/Govt. Of Maharashtra.

- R.** The Promoter is going to develop the Plot and carry out the development in consonance with the Relevant Laws in the manner the Promoter may deem fit. For the purpose of this Agreement, "**Relevant Laws**" means and includes any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgment, decree or order of a judicial or a quasi-judicial authority, etc. whether in effect on the date of this Agreement.
- S.** The Promoter, for the purposes of developing the said Plots, has obtained following permissions and approvals:
- a. No Objection Certificate dated 27<sup>th</sup> October 2022 bearing Ref. No. NAVI/WEST/B/061122/677000 issued by Airport Authority of India in favour of the said Promoter whereat the Airport Authority of India granted it's no objection for height clearance in respect of the proposed construction on the said Plots on the terms and conditions more particularly stated therein.
  - b. Letter dated 4<sup>th</sup> January 2023 bearing Ref No. FIRE/ HO/ VASHI/ 86/ 2023, addressed by the Divisional Fire Officer of NMMC to the ADTP of NMMC, wherein Divisional Fire Officer of NMMC granted provisional NOC stipulating fire protection and firefighting requirements to the proposed construction of high rise residential cum commercial building on the said Plots on the terms and conditions contained therein.
  - c. Letter of Intent dated 27<sup>th</sup> January 2023 bearing no. NMMC/TPO/ADTP/337/2023 issued by the NMMC to the said Promoter wherein the said NMMC *inter alia* informed the said Promoter that the proposal submitted by the said Promoter and the plans are approvable under UDCPR and the total permissible BUA available for development of the said Plots is to the tune of 41803.982 square meters, on the terms contained therein.
  - d. Letter dated 8<sup>th</sup> March 2023 bearing Ref. No. J.No./NMMC/CVV/786/2023 issued by NMMC to the said Promoter, whereat the said NMMC informed the Promoter that the existing trees standing on the said Plots do not affect the development of the proposed building on the said Plots, however, if the existing trees on the said Plots are intended to be cut-down, then the said Promoter can make an application to the concerned authority in that regard.
  - e. Letter dated 10<sup>th</sup> April 2023 bearing Ref. No. EE/Vashi/Tech/LtSr.No.4063/1207 issued by Maharashtra State Electricity Distribution Co. Ltd. whereat Maharashtra State Electricity Distribution Co. Ltd. granted it's no objection for power supply with respect to the proposed development of residential and commercial building project on the said Plots on the terms and conditions specified therein.
  - f. The Government of India, Ministry of Environment, Forest and Climate Change, State Environment Impact Assessment Authority (SEIAA) vide its letter dated 26<sup>th</sup> May 2023 bearing EC Identification No. EC23B038MH131836 granted its environment clearance for proposed construction of residential cum commercial building(s) on the said Plots on the conditions stipulated therein.

- g. CIDCO vide its letter dated 26<sup>th</sup> June 2023 bearing Ref No. CIDCO/ESTATE-1/VS/2023/8000211841 granted its permission for change of use from residential to residential and commercial of the said Plots on the terms and conditions as particularly stated therein.
- h. No Objection Certificate dated 3<sup>rd</sup> July 2023 bearing Ref No. CIDCO/M(TS-I)/AEO(III)/2023/8000211841/334 was issued by CIDCO to the Promoter wherein CIDCO granted its permission for change of user from residential to residential and commercial in respect of the said Plots.
- i. No Objection Certificate dated 12<sup>th</sup> July 2023 bearing Reference No. CIDCO/MTS-I/8000211977/2023/381 was issued by CIDCO to the Promoter, wherein CIDCO granted permission for carrying out development on the said Plots with additional FSI permissible as per UDCPR for total additional BUA 30,703.982 sq. mtrs. (BUA 740 sq. mtrs. against Enhanced Basic FSI, BUA 14,060 sq. mtrs. against Premium FSI and BUA 15903.98 sq. mtrs. Ancillary FSI).
- j. The Developer has submitted plans, layout plans and proposed building plans in respect of the development/ redevelopment on the said Plots to NMMC and NMMC has vide letter dated 24<sup>th</sup> August 2023 bearing No. NMMC/TPO/BP/19031/2023, issued commencement certificate ("**CC**") wherein NMMC has recognized the total potential permissible Floor Space Index (FSI) of 41804.155 sq. mtrs. built-up area available to the Promoter for development of residential cum commercial use in the said Project.
- T.** Basis the aforesaid, the Promoter is intending to develop the Plots by constructing 2 (two) towers/ buildings comprising of the following:
- a. Wing A consisting of 3 (three) level basements, ground floor + 23 upper floors having residential cum commercial component (hereinafter referred to as the "**First Building**"); and
- b. Wing B and Wing C consisting of 3 (three) level basements, ground floor + 23 upper floors having residential cum commercial component (hereinafter referred to as the "**Second Building**").
- For the sake of brevity and convenience*, the said First Building and Second Building shall be hereinafter referred to as "**Project**". A copy of Commencement Certificate dated 24<sup>th</sup> August 2023 issued by NMMC is annexed hereto and marked as **Annexure - A**
- U.** The Promoter has appointed \_\_\_\_\_, as their Architects for the said Project (as defined below) and entered into a standard Agreement with them registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- V.** The Promoter has appointed \_\_\_\_\_, as structural Engineer for the preparation of the structural design and drawings of the building(s) and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building(s).
- W.** The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 ("**Act**") read with Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real

Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**Rules**") with the Real Estate Regulatory Authority at Maharashtra under project registration number \_\_\_\_\_ ("**Project**"). The authenticated copy of the project registration certificate for the said Project is attached in **Annexure – B**

- X.** The Promoter has sole and exclusive right to sell the flats/ units/ premises/ garages/ covered car parking spaces in the said buildings to be constructed by the Promoter in the said Project and to enter into Agreement/s with the Allottee/s of the flats/ units/ premises and receive the sale consideration in respect thereof.
- Y.** The authenticated copy of Legal Title Report dated 2<sup>nd</sup> September 2023 issued by Solomon & Co., Advocates & Solicitors of the Promoter showing the nature of the title of the Promoter to the Project on which the flats/ units/ premises/ garages/ covered car parking spaces are constructed or are to be constructed have been annexed hereto and marked as **Annexure – C**
- Z.** The authenticated copy of the Layout plan of the Plots as approved by the concerned local authority is annexed hereto and marked as **Annexure – D.**
- AA.** 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 buildings and shall obtain the balance approvals from various authorities from time to time, including but not limited to occupancy certificate of the said buildings.
- BB.** While sanctioning the Plots, 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 Plots and upon due observance and performance of which only the completion or occupancy certificate in respect of the said buildings shall be granted by the concerned local authority.
- CC.** The Promoter shall accordingly commence construction of the said Project in accordance with the said plans.
- DD.** The Allottee has applied to the Promoter for allotment of a Unit/ Flat No. [ ] on [ ] floor in First/ Second Building (hereinafter referred to as the said "**Unit**") being constructed in the Project and [ ] covered car parking space(s) (hereinafter referred to as the said "**Car Park**") in the basement of the First/ Second Building, more particularly stated in **Second Schedule** hereunder.
- EE.** The Carpet Area of the said Unit is [ ] square meters. For the purposes of this Agreement, the term "**Carpet Area**" means the net usable floor area of the unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment as provided under the said Act.
- FF.** The authenticated copy of the plan of the Unit agreed to be purchased by the Allottee, as sanctioned and approved by NMMC have been annexed and marked as **Annexure – E.** The specification to be provided in the Unit is hereto annexed and marked as **Annexure – F.** The Common Areas and Facilities appurtenant to the Project is hereto annexed and marked as **Annexure – G.** It is clarified that the Common Areas and Facilities for the Project are common and the occupiers of each of the First Building and Second Building shall be entitled to use the same.

- GG.** On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Plots and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Act, the Rules and Regulations made thereunder. The Allottee hereby declares and confirms that they have gone through all the documents related to the said Plots and have carried out legal due diligence on the title of the Promoter to the said Unit and after having fully satisfied with the title of the Promoter to the said Unit, the Allottee has entered into this Agreement.
- HH.** 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.
- II.** By executing this Agreement, the Allottee has/have accorded his/her/their permission whereby the Promoter will be entitled to make such alterations in the structures in respect of the said Unit agreed to be purchased by the Allottee and/or in the said Project as may be necessary and expedient in the opinion of its Architect/Engineer provided that such alterations/ modifications are approved by the planning authority.
- JJ.** Prior to the execution of these presents, the Promoter has issued an allotment letter dated \_\_\_\_\_ to the Allottee and thereafter till date, the Allottee has paid to the Promoter, a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only), being the part payment of the total Consideration of the Unit agreed to be sold by the Promoter to the Allottee as advance payment or application fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter, the balance of the total Consideration in the manner hereinafter appearing.
- KK.** Under section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of said Unit with the Allottee, being in fact these presents, and also to register the said Agreement under the Registration Act, 1908.
- LL.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Unit and the Car Park (if applicable).

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

**1. PRELIMINARY**

- 1.1. The recitals, schedules and annexures to this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed, and read accordingly.

**2. CONSTRUCTION AND DEVELOPMENT**

- 2.1. The Promoter shall construct and develop the said Project which construction and development shall be in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time and by utilizing maximum development potential as may be permissible under the prevailing development control regulations including UDCPR. Provided that the Promoter shall have to obtain prior consent in writing of 2/3<sup>rd</sup> of the Allottee in respect of variations or modifications which

may adversely affect the Unit of the Allottee except any alteration or addition required by any government authorities or due to change in law.

- 2.2. Save and except the variations or modifications which may adversely affect the Unit of the Allottee, the Allottee agrees and confirms that the Promoter shall be entitled to make such variations and modifications in the Project and/or the said First Building and/ or the said Second Building as the Promoter may consider necessary or desirable or as may be required by the government authorities including NMMC, CIDCO or any other public/state/local/central body or concerned authority from time to time.
- 2.3. The Promoter has informed the Allottee and the Allottee hereby confirms and acknowledge that the Plots are being developed by the Promoter in a segment-wise/ phase-wise manner to be determined by the Promoter in its absolute discretion from time to time. The Allottee further acknowledge/s and confirms that the Promoter may, at any time, vary/modify the Layout Plan of the Plots in such manner as the Promoter may deem fit, subject however to the sanction of the concerned authorities or may undertake any of the aforesaid phase if required by the concerned authorities. The Promoter shall be entitled to carry out minor additions due to architectural and structural reason duly recommended and verified by Architect or Engineer and as required under Relevant Laws.
- 2.4. The Promoter hereby agrees to observe, perform, and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Allottee, obtain from the concerned local authority occupancy certificate in respect of the Unit.

### 3. INSPECTION AND VERIFICATION OF TITLE AND THE PROJECT

- 3.1. The Promoter has given inspection to the Allottee of the title deeds and documents, plans sanctioned by CIDCO/ NMMC, designs and specifications, letters, documents and all other papers as required under the provisions of the said Act, Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, and the Rules framed thereunder, and have also provided to the Allottee, copies of such documents as demanded by the Allottee.
- 3.2. The Allottee/s has/have prior to the execution of this Agreement perused all the documents constituting title deeds, approved plans, commencement certificate, development permission (the copies whereof have been provided to them/him by the Promoter) and satisfied himself/themselves/herself about the title of the Promoter to the said Unit and no requisition or objection shall be raised upon the Promoter in any matter relating thereto. A copy of the Legal Title Report dated 2<sup>nd</sup> September 2023 issued by Solomon & Co., Advocates & Solicitors, Advocates of the Promoter ("**Legal Title Report**") is hereto annexed as **Annexure – C**. The Allottee have independently of the said Legal Title Report made inquiries concerning the title of the Promoter to the said Plots and the Allottee has/have accepted the same and he/she/they shall not be entitled to raise or administer any further requisition or objection in respect of the said Plots or the Promoter's title thereto. In addition, the Allottee has perused the 'Architect certificate' and drawings certifying the Carpet Area of the said Unit.

### 4. PROMOTER TO SELL AND ALLOTTEE TO PURCHASE UNIT AND CAR PARK

- 4.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Unit No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet carpet area

on floor of First/ Second Building (being the said "Unit") being constructed in the Project and shown on the floor plan thereof hereto annexed and marked **Annexure – E** surrounded by red colour boundary line/ shaded in colour thereof along with allotment of \_\_\_\_\_ (\_\_\_\_\_) car parking space in the \_\_\_\_\_ level of basement of the First/ Second Building to be numbered at the time of handover of the said Unit (being the said "**Car Park**") for the total consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) (hereinafter referred to as the "**Consideration**") including the proportionate price of the common areas and facilities appurtenant to the said Unit and Project, the nature, extent and description of the common areas and facilities provided in this Agreement.

- 4.2. The said Unit and Car Park are more particularly described in the **Second Schedule** hereunder written.
- 4.3. The said Promoter herein is well and sufficiently entitled to sell and/or deal with in its own name and at its own risk and costs self-contained commercial cum residential units in the Project including the said Unit and the said Car Park in the said First/ Second Building on what is known as ownership basis or otherwise on such terms and conditions as it may deem fit.
- 4.4. The Allottee shall use the Unit or any part thereof or permit the same to be used only for residential/ commercial/ retail purposes.

## 5. **FIXTURES AND FITTINGS**

- 5.1. The fixtures and fittings with regard to the flooring and sanitary fittings, if any and amenities like one or more lifts with particular brand to be provided by the Promoter in the said First Building/ Second Building as are set out in **Annexure – F**, annexed hereto.
- 5.2. The Allottee has satisfied himself/itself about fixtures, fittings, and amenities to be provided and shall not raise any objection in respect thereof. The Allottee hereby agrees, declares, and confirms that, save and except the specifications, fixtures, fittings and/or amenities as has been specified in **Annexure – F** hereto, the Promoter shall not be liable, required and/or obliged to provide any other specifications, fixtures, fittings and/or amenities in the said Unit and/or First Building/ Second Building. The Allottee, however, agrees that the Promoter reserves the right to change any of the fixtures, fittings and amenities to be provided in the said Unit in circumstances wherein there is uncertainty about the availability of such fixtures, fittings and amenities or the materials required to be provided either in terms of quality and/or quantity and/or delivery and/or for any other reason beyond the control of the Promoter. In such circumstances, the Promoter shall substitute the fixtures, fittings, and amenities without any approval of the Allottee in as much similar specifications and/or quality as may be available and required during the stage/time of the construction in order to enable the Promoter to offer possession of the said Unit on the stipulated date. The Allottee agrees not to claim any rebate or discount or concession in the Consideration on account of a change or substitution in any of fixtures, fittings, and amenities by the Promoter. The Allottee further agrees that in case if the Promoter provides a different variant of the tiles, paints and/or sanitary wares, the Allottee shall not have any objection to the same. The Allottee agrees and undertakes not to withhold any payments to be made to the Promoter on this ground. In case, however if any extra special fixtures, fittings and amenities in the said Unit are provided by the Promoter in that behalf, the same shall be considered as 'extra work items' and the Promoter shall be entitled to charge and recover additional consideration for such extra work items.

## 6. **COMMON AREAS AND FACILITIES**

- 6.1. The Parties hereby agree and confirm that the Promoter shall provide certain common areas and facilities in the Project. These common areas and facilities shall be common for the occupants/ owners of the First Building/ Second Building. The list of common areas and facilities to be provided by the Promoter in the First Building/ Second Building (as the case may be) is more particularly provided in **Annexure – G** attached hereto which the Allottee is entitled to enjoy on payment of outgoings in timely manner.
- 6.2. The Allottee hereby agrees and covenants to not demand for any other common areas, amenity, or facility in the First Building/ Second Building other than the amenities and facilities as listed in **Annexure – G**.
- 6.3. The Promoter shall have a right to provide separate common areas, facilities, and amenities for holders of other units/ spaces in separate wing/s or tower/s at its sole discretion and the Allottee shall have no right to use and enjoy such common areas, facilities and amenities of the First Building/ Second Building (as the case may be) in any manner whatsoever.
- 6.4. The Promoter proposes/ intends to modify the existing plans with respect to the Project by *inter alia* shifting existing amenities/ adding certain amenities on the rooftop of the buildings (either First Building/ Second Building) and such amenities could be earmarked/ allocated/ allotted for specific/ exclusive usage of single allottee or all the allottees of the Project. In this regard, the said Allottee hereby grants its permission, and the Promoter is entitled to do as foregoing at its sole discretion.

## 7. CONSIDERATION AND PAYMENT MILESTONES

- 7.1. The total consideration amount for the said Unit and entitlement to use Common Areas and Facilities and the said Car Park is thus **Rs. [\_\_\_\_\_]/- (Rupees \_\_\_\_\_ Only)** (i.e. Consideration) which is subject to deduction of applicable tax deducted at source as per provisions of Income Tax Act, 1961.
- 7.2. The Allottee has paid on or before execution of this Agreement a sum of Rs. [\_\_\_\_\_]/- (Rupees \_\_\_\_\_ Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. [\_\_\_\_\_]/- (Rupees \_\_\_\_\_) in the following manner :-
- Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_ ) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
  - 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 Unit is located.
  - 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 Unit is located.
  - 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 Unit.
  - 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 unit.
  - Amount of Rs. \_\_\_\_\_/-(\_\_\_\_\_ ) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in

which the said Unit is located.

(g) 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 Unit is located.

- 7.3. Balance Amount of Rs. \_\_\_\_\_ /-( \_\_\_\_\_ ) against and at the time of handing over of the possession of the Unit to the Allottee on or after receipt of occupancy certificate or completion certificate.
- 7.4. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the First Building/ Second Building and handing over the said Unit and the Car Park to the Allottee together with the specific common areas and facilities to the Apex Body of the allottees after receiving the part occupancy certificate of the said First Building/ Second Building. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided herein above (hereinafter referred to as the said "**Payment Plan**"). The Promoter shall issue a notice to the Allottee intimating the Allottee about the stage-wise completion of the said First Building/ Second Building as detailed above (the payment at each stage is hereinafter individually referred to as the said "**Instalment**" and collectively referred to as the said "**Instalments**") and demanding the Instalment thereof. The Allottee shall make the payment within 15 (fifteen) days from the date of demand for the payment of the Instalment, time being of essence.
- 7.5. The total Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee 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.
- 7.6. The Allottee shall make all the payments of the Consideration amounts by way of demand drafts/ pay orders/ cheques/ RTGS/ ECS/ NEFT and issue/deposit the same in the name/bank account provided by the Promoter hereinbelow:

| Particulars                 | Details |
|-----------------------------|---------|
| Name of the Bank and Branch |         |
| Account No.                 |         |
| Type of Account             |         |
| IFSC Code                   |         |

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

- 7.8. The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 7.9. The Promoter shall give notice to the Allottee informing the Allottee that the Promoter has completed the casting of the various slabs and such other works as the case may be or that the possession of the said Unit will be delivered to the Allottee on the date stipulated therein. Such notice shall require the amount of the installment or the balance amount payable by the Allottee to the Promoter within the period stipulated therein and the Allottee shall within the said stipulated period pay the amount of the said installment of the balance amount to the Promoter accordingly.
- 7.10. The Allottee has been explained that any default in the payment as per the schedule might cause loss/ delay to the entire Project. The Allottee has therefore agreed not to commit any default in the payment as per the schedule of payment/ Payment Plan.

## **8. TAXES AND OUTGOINGS**

- 8.1. The Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Cess or any other taxes by whatever name called which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter or the Allottee) up to the date of handing over the possession of the said Unit.
- 8.2. In the event, the Allottee deducts tax at source ("TDS") from the Consideration, the Allottee shall pay the tax deducted to the government and deliver the relevant TDS certificate, relating to each payment as per the provisions of the Income-tax Act, 1961.
- 8.3. The Allottee hereby also agrees that in the event of any amount by way of premium security deposit or fire cess, betterment charges or development tax, land under construction (LUC) or security deposit for the purpose of obtaining water/ electric/ cable connection for the said First Building/ Second Building or the said Plots or any other purpose in respect of the said Buildings or any other tax or payment of a similar nature is paid to NMMC/ CIDCO or any other authority or becoming payable by the Promoter, the same shall be reimbursed by the Allottee to Promoter proportionately with respect to the said Unit and in determining such amount, the decision of Promoter shall be conclusive and binding upon the Allottee.
- 8.4. The Promoter shall not render to the Allottee any separate account of the collection made from him/it towards the outgoings and/or expenses incurred in respect of the said Unit and/or towards maintenance charges as aforesaid, however a consolidated audited account shall be shared by the Apex Body (when formed). The rendition of consolidated account to the Apex Body and settlement of such account shall discharge the Promoter of its responsibility to refund excess, if any, out of such collections made from one or more of the units allottees and/or recovering deficit, if any, from one or more of them, the allottees as members of the Apex Body shall make up and adjust among themselves their respective accounts. The Allottee shall not make any grievance or take any objection whatsoever to the consolidation of all receipts and expenses in respect of the different units in the other building(s) of the said Project as aforesaid.
- 8.5. It is agreed between the Promoter and the Allottee that the liability to pay Value Added Tax (VAT), Service Tax, LBT, LUC from the date of commencement of development of

the said Plot, Works Contract Tax, Goods & Service Tax etc. and/or any other taxes/imposts/impositions, levied or leviable by the Central and/or State Government or any local, public or statutory bodies or authority on the transactions recorded in this Agreement for Sale and any increases therein including, interest and/or penalty and/or other incidental charges and costs, if any, in respect thereof shall be borne and paid by the Allottee alone and the Promoter shall not be liable or responsible for the same. Accordingly, the Allottee hereby agrees to pay such amount of tax including interest and/or penalty and/or incidental charges and cost if any in respect thereof within 7 (seven) days from the demand made on him/it by the Promoter in writing raising any dispute, contention or objection whatsoever. The Allottee shall indemnify and keep the Promoter fully indemnified in respect of such claims/statutory dues and/or interest and/or penalty and/or other incidental charges and costs, if any, or delayed payment or non-payment on the part of the Allottee.

- 8.6. Save and except as provided herein, Promoter shall bear and pay all outgoings and statutory dues including municipal taxes, work contract tax, taxes for land under construction and all the taxes relating to the said Plots, non-agricultural assessment and other assessments and/or dues and/or charges of any sort or in respect of and/or concerning the said Plots and the said Project and the development of the said Plots and the said Project, till Promoter offering the handover of possession of the units/ flats to the respective allottees.
- 8.7. All taxes, dues, cess, outgoings due and payable in proportion to the said Unit and in the manner as set out hereinabove shall be borne and payable by the Allottee, including any increase thereof from time to time.
- 8.8. The Allottee shall 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 Unit by the Allottee for any purposes other than for purpose for which it is sold.
- 8.9. The Promoter shall not be liable to pay any maintenance or common expenses in respect of the unsold units/ flats in the said Project. The Promoter shall, however, bear and pay the municipal taxes and dues of CIDCO for the same.
- 8.10. The Allottee undertake/s to pay increases in taxes, water charges, insurance and such other levies, if any, which are imposed by the NMMC/ CIDCO and/or Government and/or other public authority.
- 8.11. The Allottee hereby agree/s that in the event of any amount becoming payable by way of levy, development charges or premium to NMMC/ CIDCO or to the State Government or any amount becoming payable by way of betterment charges, development levies, LBT or any other payment of a similar nature or any additional premium to NMMC/ CIDCO on any account or for any reason whatsoever in respect of the said Plot and/or on the premises to be constructed thereon, the same shall be reimbursed by the Allottee to the Promoter in the proportion in which the area of the said Unit shall bear to the total area of all the premises in said Project. That in addition to the cost of the Unit and other statutory charges payable under this Agreement, the Allottee agrees to pay his proportionate share of service tax, GST, VAT and/or any other tax as may be applicable under the relevant Finance Act to the Promoter on or before taking possession of the said Unit or thereafter. The Allottee agrees to execute a separate undertaking to this effect.
- 8.12. So long as each Unit in the First Building/ Second Building shall not be separately

assessed the Allottee shall pay such proportionate part of the assessment in respect of the Project as may be provisionally determined by the Promoter or the co-operative society or condominium or the limited company or the legal body as the case may be whose decision shall be final upon the Allottee.

8.13. Payment of Other Charges

- (a) The Allottee shall on or before Delivery Date (as defined below) deposit and keep deposited with the Promoter the following amounts, which shall be transferred to the society/ limited company / federation / Apex Body (as defined below): -

| Sr. No. | Particulars  | Rupees |
|---------|--|--------|
| 1.      | Estimate amounts for deposit towards provisional monthly contribution towards outgoings of Society or limited company / federation / Apex Body for ___ months. |        |
| 2.      | Estimate amounts towards ad-hoc corpus fund to be deposited with Promoter.   |        |
|         | <b>Total</b>   |        |

- (b) The Allottee shall on demand pay to the Promoter the following amounts: -

| Sr. No. | Particulars  | Rupees |
|---------|--|--------|
| 1.      | Estimate amount for share money, application entrance fee of the society or limited company / federation / Apex Body   |        |
| 2.      | Estimate Legal Charges amount for legal assistance and support including formation and registration of the society or limited company / federation / Apex Body |        |
| 3.      | Estimate amounts for deposit towards water connection charges  |        |
| 4.      | Estimate amounts for deposit towards electric connection charges   |        |

It is clarified that the above amount are purely estimates and the Promoter reserves the right to demand additional amounts from the Allottee in case the actual expenses for any of the particular heads mentioned above exceed the estimated amount mentioned above for that specific head.

- (c) It is further clarified between the Parties that for smooth upkeep and maintenance of the First Building/ Second Building, the Promoter would be entering into service contracts with maintenance agencies till formation of Apex Body(ies)/ Common Organisation, therefore, if the contract with such maintenance agency is on-going despite of formation of Apex Body(ies)/ Common Organisation, the Allottee and such Apex Body(ies)/ Common Organisation shall not be entitled to terminate the same unless there is a breach of terms contained therein and the Allottee shall continue paying the outgoing(s) as applicable from time to time with respect to the said Unit.
- (d) The Promoter shall maintain a separate account in respect of sums to be received by the Promoter from the Allottee as provided in Clause 8.13 above and shall utilize the amounts only for the purposes for which they have been received.

## 9. AREA OF THE UNIT

- 9.1. The Carpet Area of the said Unit which is proposed to be constructed in the First Building/ Second Building in the said Project is approximate \_\_\_sq. mtrs., however the actual Carpet Area of the Unit may vary up to 3% due to design and construction exigencies and therefore, the Promoter shall confirm the final Carpet Area of the Unit that has been allotted to the Allottee after the construction of the said First Building/ Second Building is complete and the part 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 3% (three) percent. In the event of there being difference of more than 3% between the actual Carpet Area of the said Unit from the Carpet Area as mentioned herein at the time of the offering the possession of the said Unit, then the Consideration shall be either proportionately reduced or increased accordingly (without interest thereon). The Allottee agrees to pay the differential amounts, if the area is increased beyond 3% within 45 (forty-five) days of such demand being made by the Promoter. If there is any reduction in the Carpet Area within the defined limit, then Promoter shall refund the excess money (without any interest) paid by Allottee within 45 (forty-five) days from such demand being made by the Allottee. If there is any increase in the Carpet Area of the said Unit allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan or thereafter as the case may be and the Allottee shall pay such additional amounts within a period of 45 (forty-five) days from the date of such demand being made by the Promoter. However, it is expressly clarified that no adjustment will be made to the Consideration if the difference between the actual Carpet Area of the said Unit and the Carpet Area as mentioned herein is less than or equal to 3%.

## 10. PROPOSED FSI OF THE PROJECT AND THE ADDITIONAL FSI

- 10.1. The Promoter hereby declares that the Total Floor Space Index available as on date in respect of the said Plots is \_\_\_ square meters and Promoter has planned to utilize additional FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the UDCPR from time to time or based on expectation of increased FSI which may be available in future on modification to UDCPR, which is applicable to the said Project and/ or the Entire Project.
- 10.2. The Promoter has disclosed to the Allottee that at present the Total Approved Floor Space Index of 41804.155 sq. mtrs. built-up area ("**Total Approved FSI**") is proposed to be utilized by it on the said Plots in the said Project and Allottee has agreed to purchase the said Unit based on the proposed construction of the Buildings and thereupon sale of other units/ apartments to be carried out by the Promoter by utilizing the Total Approved FSI and on the understanding that the declared Total Approved FSI shall belong to Promoter only.

### 10.3. It is specifically agreed between the Parties that:

- (a) the entire increased, additional, future and extra F.S.I. (either purchased from the third parties and/ or the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of TDR and/or floating FSI which may be acquired by the Promoter, before the formation of a Apex Body and even post formation of the Apex Body and even after the execution of the Lease Deed in favour of the said Apex Body/Co-operative Housing Association/Organization/Federation (as the case may be) and till the completion of the entire development of the said Plots, shall vest with the Promoter.

- (b) the Allottee has been made aware that the Promoter shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said Plots and Layout and/or building plans and/or floor plans relating thereto, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Promoter may deem fit in their discretion and/or to the sanctioned plans (from time to time) before the formation of separate Apex Body(s) for the Allottees of the units/ apartments in the First Building and Second Building of the said Project and even post formation of Apex Body /Organization/Federation (as the case may be) and even after the execution of the Lease Deed in favour of Apex Body and till the development is on-going in phase on the said Plots or otherwise the Allottee expressly permission to the same.
- (c) If the Floor Space Index, by whatever name or form is increased (a) in respect of the said Plots and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Project/ said plot (b) on account of TDR (or in any other similar manner) available for being utilized or otherwise, then in such event, the Promoter shall be entitled to construct such additional floors, wing/s, building/s as per the revised building/s plans and for the aforesaid purpose the Promoter shall always have the right and be entitled to purchase and acquire further TDR from the market and consume the same on the said Plots (or any part thereof) and construct additional floors, make alterations and deal with the same in the manner the Promoter deems fit and proper and the Allottee expressly permits to the same.
- 10.4. The Allottee's permission as stated in clause 10 sub-clause 10 (b) and 10 (c) respectively are permits contemplated under the provisions of the Real Estate Act, Maharashtra Regional Town Planning Act, 1966 and UDCPR.
- 10.5. The rights retained by Promoter under this Agreement in terms of exploitation of the present and future development rights with respect to the said Plots and shall continue even after the execution of the Lease Deed in favour of Apex Body/Co-operative Housing Association/Organization/Federation (as the case may be) and the same shall be reserved therein in terms of covenant and undertaking of the Apex Body to Promoter.
- 10.6. The Promoter shall construct and complete the said First Building/ Second Building in accordance with approvals, plans, designs and specifications sanctioned by the NMMC/ CIDCO and/or any other relevant authority with such variations, additions, alterations and/or modifications as the Promoter may consider necessary (from time to time) or expedient or as may be required by any public or local bodies or authorities or government or due to planning constraints or otherwise to be made.
- 10.7. Notwithstanding anything, if there is any increase in F.S.I. or any other benefits, then such increased F.S.I. or such benefits shall go to the Promoter till the lease/conveyance of the said Plot in favour of Apex Body/ /Co-operative Housing Association/Organization/Federation (as the case may be) and the Allottee hereby agrees and confirm that the Allottee shall not in any manner directly or indirectly through the Apex Body raise any objections against the Promoter for utilizing such increased F.S.I. and/or using/appropriating such benefits to itself.
- 11. HANDOVER OF POSSESSION OF THE SAID UNIT**
- 11.1. The Agreement on the part of the Allottee to acquire the said Unit does not grant him/it

any right to interfere with the remaining part of the development of the said Project or the balance area of the said Plots, and the Allottee shall restrict her/ his/its claim and right only to the said Unit agreed to be acquired by her/ him/it as aforesaid and will not raise any objection to the further development of the said Plots which is not the subject matter of this Agreement.

11.2. The Promoter may complete any part, portion or any floor of the said First Building and/ or Second Building and obtain part occupation certificate and give possession of the said Unit to the Allottee hereof and the Allottee shall not be entitled to raise any objection thereto. If the Allottee takes possession of the said Unit in such part completed First Building/ Second Building, part or portion or floor, the Promoter or its agents or contractors shall carry on the remaining work with the Allottee occupying the said Unit. The Allottee shall not object to, protest or in any way obstruct in the execution of such work even though the same may cause any nuisance or disturbance to him/it.

11.3. The Promoter shall offer possession of the Unit to the Allottee after obtaining part occupancy certificate on or before \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ plus a moratorium/ grace period of 6 months ("**Delivery Date**") and shall deliver the Common Areas and Facilities pertaining to the Project on or before \_\_\_\_\_, subject to the Allottee being in compliance of all its obligations under this Agreement including timely payments of amounts. Provided however that the Delivery Date and date of operations of the Common Areas and Facilities shall stand extended if the completion of the said First Building/ Second Building in which the Unit 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.

In any of the above case, the Delivery Date shall be extended to the extent of the loss of time. However, under no circumstances shall the Allottee be entitled to obtain possession of the said Unit without first paying to the Promoter all the amounts, including interest if any, due under this Agreement, deposit of maintenance and property tax including interest, if any, due thereon. GST, Service tax and any other taxes/charges (statutory or otherwise, current or future), if applicable, shall be borne and paid by the Allottee alone.

11.4. Further, in the event the Promoter is unable to offer possession of the Unit on or before the Delivery Date for any reasons other than those set out in the foregoing and subject to reasonable extension of time, then on demand in writing by the Allottee, the Promoter shall refund the amounts received from the Allottee along with applicable Interest from the date of payment of such amount till refund thereof. Post such refund by the Promoter to the Allottee, the Allottee agree(s) and acknowledge(s) that the Allottee shall not have any right, title interest in the Unit, and the Promoter shall be entitled to deal with the same at its sole discretion. If required by the Promoter and at the cost of Promoter, the Allottee shall forthwith make himself/ itself available for execution and/ or registration of the Cancellation Deed/ Agreement for the Unit and Car Park in this regard.

11.5. Manner of taking possession –

(a) The Allottee shall take possession of the Unit within 15 (fifteen) days from the date Promoter offering possession of the Unit, by executing necessary documents, indemnities, declarations, and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the Allottee. Upon receiving possession of the Unit or expiry of the said 15

days from offering of the possession ("**Possession Date**"), the Allottee shall be deemed to have accepted the Unit, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Promoter, with respect to any item of work alleged not to have been carried out or completed. The Allottee expressly understands that from such date, the risk and ownership to the Unit shall pass and be deemed to have passed to the Allottee.

- (b) The Allottee hereby agree/s that in case the Allottee fail/s to respond and/or neglects to take possession of the Unit within the time stipulated by the Promoter, then the Allottee shall in addition to the above, pay to the Promoter holding charges at the rate of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ Only) per month per square meter of the total area of the Unit ("**Holding Charges**") and applicable maintenance charges, electricity charges, society charges, property tax, non-occupancy charges etc. towards upkeep and maintenance of the common areas and facilities for the period of such delay. During the period of said delay the Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility, and cost of the Allottee in relation to its deterioration in physical condition.
- (c) It is hereby agreed between the Parties that upon receipt of part/ full occupation certificate for the said Unit, the Allottee shall not be entitled to terminate this Agreement. Further, in case the Allottee fail/s to respond and/or neglect/s to take possession of the Unit within the aforementioned time as stipulated by the Promoter, then the Promoter shall also be entitled along with other rights and remedies available under this Agreement, to forfeit/claim the entire Consideration towards the Unit and Car Park along with interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Allottee further agree/s and acknowledge/s that the Promoter's obligation of delivering possession of the Unit shall come to an end on the expiry of the time as stipulated by the Promoter and that subsequent to the same, the Promoter shall not be responsible and/or liable for any obligation towards the Allottee for the possession of the Unit.

#### 11.6. Outgoings –

- (a) From the Delivery Date, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the Plots and First Building/ Second Building 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, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Plot and tower/building/s.
- (b) Until the assignment of lease of the structure of the Building(s)/Wing(s)/ Tower(s) to the common Apex Body/Co-operative Housing Association/Organization/Federation (as the case may be), the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution as determined by the Promoter from time to time. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a lease/ assignment in favour of Apex Body/Co-operative Housing Association/Organization/Federation (as the case may be) as aforesaid. On such lease/ assignment being executed the balance amount of deposits shall

be paid over by the Promoter to the Apex Body/Co-operative Housing Association/Organization/Federation (as the case may be).

- (c) In case the transaction being executed by this Agreement between the Promoter and the Allottee is facilitated by a registered real estate agent/channel partner/broker, all amounts (including taxes) agreed as payable remuneration/fees/charge for services/commission/brokerage to the registered real estate agent/channel partner/broker, shall be paid by respective parties, as the case may be, in accordance with the agreed terms of payment.

## **12. DEFECT LIABILITY**

- 12.1. If within a period of 5 (five) years from the date of handing over the Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Unit or the First Building/ Second Building in which the Unit is situated or any structural defects on account of workmanship, quality or provision of service, then, wherever possible if such defects (excluding reasonable wear and tear by usage of the said Unit and/or the said First Building/ Second Building) or unauthorized change is in the opinion of the architect appointed by the Promoter, solely attributable to the Promoter, such defects or unauthorized changes shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Allottee shall be entitled to receive from the Promoter reasonable compensation for such defect in the manner as provided under the Real Estate Act, 2016 and rules thereunder. However, the Parties agree and confirm that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect or unauthorized change to said Unit or the First Building/ Second Building in the Project and such decision shall not be disputed by the Parties on any grounds whatsoever.
- 12.2. After the Delivery Date, any unauthorized additions or alterations in the said Unit is carried out by the Allottee then the Promoter shall not be liable for the aforesaid defect liability with respect to such Unit. Further, if such unauthorized additions or alterations is required to be removed at the request of the Government, local authority or any other statutory authority, the same shall be carried out by the Allottee at his/her/their own costs and consequences and the Promoter shall not be in any manner liable or responsible for the same.

## **13. VARIATIONS AND PERMISSION**

- 13.1. By executing this Agreement, the Allottee has/have accorded his/her/their permission as required under Section 9 of Maharashtra Ownership Flats (Regulation of promotion, Sale, Management and Transfer) Act, 1963 whereby the Promoter will be entitled to mortgage or create charge on any unit/apartment which is not hereby agreed to be sold by the Promoter and continue to be the property of the Promoter but the Promoter hereby undertake to repay the loan if so taken with the entire interest and foreclose the mortgage and/or remove the charge within the reasonable time.
- 13.2. By executing this Agreement, the Allottee has/have accorded his/her/their permission (as may be required under the Real Estate Act and the RERA Rules thereunder) whereby the Promoter will be entitled to make such alterations in the structures in respect of the said Unit (which does not adversely affect the said Allottee) agreed to be purchased/acquired by the Allottee and/or in the said First Building/ Second Building as may be necessary and expedient in the opinion of their Architect/ Engineer provided that such alterations/modifications are approved by the planning authority.

- 13.3. In accordance with the building plans, 'designs and specifications presently approved and sanctioned by the Corporation and other concerned public bodies/authorities and which have been inspected and approved by the Allottee with such variations, modifications and alterations as the Promoter may consider subject to certain changes for reasons beyond the control of the Promoter or the Architects may consider necessary or expedient and/or as may be required by the concerned local authorities or the Government to be made in them or any of them from time to time.
- 13.4. So long as the area of the said Unit (agreed to be acquired by the Allottee from the Promoter) is not altered, the Promoter shall be at liberty and is hereby expressly permitted to make variations in the Layout or building plans for development of the said Property and/or varying the location of the access of the said First Building/ Second Building as the Promoter may consider feasible, convenient or advisable. The Allottee hereby permits to all such variations and changes and shall not at any time raise any objection, dispute or contention whatsoever in that behalf.
- 13.5. The Allottee hereby also accords his/her/their permission (as required under the Real Estate Act and RERA Rules thereunder and/or other applicable laws) to the making of such variations, alterations and modifications in respect of any portion of the said First Building/ Second Building as may be required to be done by the Corporation or any other public authority. Provided that, the Promoter shall have to obtain prior permission in writing of the Allottee in respect of such variations or modifications, which may adversely affect the said Unit hereby agreed to be sold to the Allottee in its area or location.

#### **14. FORMATION OF ASSOCIATION/ APEX BODY**

- 14.1. 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 byelaws 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.

Provided that in the absence of local laws, the association of allottees by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project.

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

Where a Promoter is required to form an Apex Body either as a Federation of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities or as a Holding Company of separate and independent Co-

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

## **15. CONVEYANCE/ LEASE OF THE SAID PLOTS AND BUILDINGS THEREON**

15.1. 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 Promoter and/or the lessor in the said structure of the Building or wing in which the said Unit is situated.

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

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

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

15.3. The Allottee shall pay to the Promoter 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.

15.4. 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.

## **16. PROJECT NAME**

16.1. The said Project shall always be known as "\_\_\_\_\_". However, the names of the individual buildings being First Building and Second Building shall be determined by the Promoter at its sole discretion and the Allottee agrees to the same. The name of the Apex Body/ Apex Bodies/ Common Organization to be formed shall be solely decided by the Promoter, but the Project name shall not be changed. The Allottee undertakes to bear their share of cost involved in the execution of the said transfer/assignment. Provided it does not in any-way affect or prejudice the rights of the Allottee in respect of

the said Unit, the Promoter shall be at liberty to sell, assign, transfer or otherwise deal with their rights and interest in the said Plots and in the First Building and Second Building to be constructed thereon.

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

17.1. The Promoter hereby represents and warrants to the Allottee to the best of its knowledge as on date as follows:

- (a) The Promoter is the lessee of the said Plots and has clear title with respect to the Plots; as set out in the Legal Title Report annexed to this Agreement and has the requisite rights to carry out development upon the Plots;
- (b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals as and when required for development of the Project;
- (c) There are no encumbrances upon the Unit or the Project except those disclosed in the Legal Title Report as on date mentioned therein, if any;
- (d) There are no litigations pending before any Court of law with respect to the Plots or Project except those disclosed in the title report and the RERA website;
- (e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Plots, First Building and Second Building 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, Plots, First Building and Second Building 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 the Relevant Laws in relation to the Project, Plots, First Building and Second Building and common areas;
- (f) 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;
- (g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Plots, including the Project and the Unit which will, in any manner, adversely affects the rights of Allottee under this Agreement;
- (h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated in this Agreement;
- (i) At the time of execution of the conveyance/ lease 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;
- (j) 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, and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities; and

- (k) 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 Plots) has been received or served upon the Promoter in respect of the Plots and/or the Project except those disclosed in the title report.

## **18. REPRESENTATIONS BY THIRD PARTIES**

- 18.1. The Allottee acknowledge(s), agree(s) and undertake(s) that the Allottee shall neither hold the Promoter or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Allottee nor make any claims/demands on the Promoter or any of its sister concerns/ affiliates with respect thereto.

## **19. TRANSFER**

- 19.1. Only after receipt of (i) payment of minimum 50 percent of the Consideration by the Allottee and (ii) a term of 1 (one) year (i.e. 12 months) has elapsed from the date of this Agreement, whichever is later, the Allottee may transfer his rights, title and interest in the Unit under this Agreement to any third person / entity after obtaining prior written permission of the Promoter. Any such transfer by the Allottee shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, the Allottee submitting documentary proof as may be required by the Promoter, payment of the monies due and payable by the Allottee under this Agreement and payment of applicable transfer / administrative fee of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) per square meter plus taxes as applicable on the Total Area of the Unit to the Promoter. Further, the Promoter reserves the right to allow such transfer at its sole discretion.

## **20. OBLIGATIONS, COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE**

- 20.1. The Allottee or himself/ themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants, represents with the Promoter as follows: -
- (a) To maintain the Unit at the Allottee's own cost in good and tenantable repair and condition from the date of possession of the Unit is offered by the Promoter and shall not do or suffer to be done anything in or to the tower/building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the tower/ building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.
- (b) Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the tower/building in which the Unit 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 tower/ building in which the Unit is situated, including entrances of the tower/ building in which the Unit is situated and in case any damage is caused to the tower/ building in which the Unit is situated or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- (c) To carry out at his own cost all internal repairs to the said Unit and maintain the Unit 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 tower/building in which the Unit is situated or the Unit 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.
- (d) Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the tower/building in which the Unit is situated nor shall demand partition of the Allottee's interest in the Unit and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the tower/building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, purlins or other structural members in the Unit without the prior written permission of the Promoter and/or the Apex Body.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Plot and the tower/building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the Plot and the tower/building in which the Unit is situated.
- (g) That the dry and wet garbage shall be separated, and the wet garbage generated in the building/ tower shall be treated separately on the Plots by the residents/occupants of the building(s) in the jurisdiction of Navi Mumbai Municipal Corporation.
- (h) Pay to the Promoter within fifteen days of demand by the Promoter, Allottee's share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the tower/building in which the Unit is situated.
- (i) 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 Unit by the Allottee for any purposes other than for the purpose for which it is sold.
- (j) Not cause any nuisance, hindrance, disturbance and annoyance to other Allottees of Unit(s)/premises/units in the tower/building or other occupants or users of the tower, or visitors to the tower, and also occupiers of any adjacent, contiguous or adjoining properties.
- (k) Permit the Promoter and their surveyors and agents with or without workmen and

others at all reasonable times to enter into and upon the Unit or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Allottee.

- (l) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the Unit in the Tower, without the prior written permission of the Promoter/Apex Body/concerned authorities.
- (m) The Allottee and/or the Promoter shall present this Agreement as well as the conveyance and/ or any other document as may be required, in accordance with the provisions of the Registration Act, 1908.
- (n) Subject to Clause 13 above, 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 Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- (o) The Allottee shall observe and perform all the rules and regulations which the society or the limited company or Apex Body or /Common Organization/Apex Body(ies) (as the case may be) 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 tower/building and the Units therein and for the observance and performance of the rules, regulations and bye-laws for the time being of the building/ 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 Unit 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.
- (p) Till a conveyance of the structure of the tower/building in which Unit is situated is executed in favour of Apex Body or /Common Organization/Apex Body(ies) (as the case may be), the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (q) The Allottee agree(s) to use the Unit or any part thereof or permit the same to be used only for the purpose of residential/ commercial only. The Allottee further agree(s) to use the Car Park only for the purpose of keeping or parking car.
- (r) The Allottee hereby confirms/s and acknowledge/s that the specifications mentioned in the advertisement / communications or the sample Unit / mock Unit and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specification and/or services or cannot be construed as the same. The Allottee has/have not relied on the same for his/her/their/its decision to acquire the Unit in the Plot and also acknowledges that the Allottee has/have seen all the sanctioned layout plans and the time schedule of completion of the Project.
- (s) The Allottee undertakes that the Allottee has/have taken the decision to purchase the Unit in the Plot out of his/her/their own free will, based solely upon the

information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.

- (t) Save and except the information/ disclosure contained herein the Allottee confirm/s and undertake/s not to make any claim against Promoter or seek cancellation of the Unit or refund of the monies paid by the Allottee by reason of anything contained in other information / disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.
- (u) The Allottee agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Unit and/or Car Park(s) by concerned authorities due to non-payment by the Allottee or any other Unit Allottee of their respective proportion of the taxes / outgoings payable to the concerned authorities on account of default in making such payments.
- (v) To comply with all the terms and conditions as mentioned in this Agreement including but not limited to payment of all such amounts within the timelines stipulated under Clause 7.3 of this Agreement or as and when demanded by the Promoter.

## 21. RIGHTS OF THE PROMOTER

- 21.1. **Promoter's obligation for obtaining part/ full occupation certificate (OC)/ completion certificate (CC).** - 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 offering possession of the Unit to the Allottee, obtain from the concerned local authority part/ full occupancy and /or completion certificates in respect of the Unit.
- 21.2. **Hoarding rights.** – The Allottee hereby permits that the Promoter may and shall always continue to have the right to place/erect hoarding/s on the Plot, of such nature and in such form as the Promoter may deem fit and the Promoter shall deal with such hoarding spaces as its sole discretion until conveyance to the association / Apex Body / Apex Bodies and the Allottee agree/s not to dispute or object to the same. The Promoter shall not be liable to pay any fees / charges to the association / Apex Body / Apex Bodies for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Promoter and/or by the transferee (if any).
- 21.3. **Retention.** – Subject to, and to the extent permissible under the Relevant Laws, the Promoter may, either by itself and/or its nominees/associates/affiliates also retain some portion / units/ flats in the Project which may be subject to different terms of use, including as a corporate apartment/ flat/ showroom.
- 21.4. **Unsold units.** –
  - (a) All unsold and/or unallotted flat(s)/premises/units, areas and spaces in the Building/ Project, including without limitation, parking spaces and other spaces in

the basement and anywhere else in the Building/ Plot shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such unsold and/or unallotted apartment(s)/flat(s)/premises/units and shall be entitled to enter upon the Plot and the Building to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary.

- (b) The Promoter shall without any reference to the Allottee, association / Apex Body / Apex Bodies, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted apartment(s)/flat(s)/premises/units and spaces therein, as it deems fit. The Promoter shall be entitled to enter in separate agreements with the Allottees of different flat(s)/premises/units in the Building on terms and conditions decided by the Promoter in its sole discretion and shall without any delay or demur enroll the new Allottee as member/s of the association / Apex Body / Apex Bodies Common Organization/Apex Body(ies) (as the case may be). The Allottee and / or the association / Apex Body / Apex Bodies Common Organization/Apex Body(ies) (as the case may be) shall not claim any reduction in the Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Promoter shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association / Apex Body / Common Organization/Apex Body(ies) (as the case may be).

- 21.5. **Additional Construction.** – The Allottee hereby permits that the Promoter shall be entitled to construct any additional area/structures in the Project as the Promoter may deem fit and proper and the Promoter shall, at its sole discretion, deal with and/or dispose of the same without any reference to the Allottee and/or the association / Apex Body / Apex Bodies/ Common Organization/Apex Body(ies) (as the case may be), upon its formation/registration, as the case may be, in accordance with the terms of the Relevant Laws and the Allottee agrees not to dispute or object to the same. The right hereby reserved shall be available to the Promoter until the complete optimization of the Layout.

- 21.6. **Mortgage & Security.** – The Promoter if it so desires shall be entitled to create security on the Plots together with the building/s being constructed thereon by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Unit allotted hereunder. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Unit, provided the Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the Plots (or any part thereof) and building/s constructed thereon in favour of the association / Apex Body / Apex Bodies Common Organization/Apex Body(ies) (as the case may be) in accordance with Clause 14 above.

## 22. DEFAULT AND REMEDIES

- 22.1. It is hereby agreed by the Parties that the time for payment of each of the aforesaid Instalments of the Consideration set out above shall be the essence of the contract. Save as provided herein, in the event the Allottee commits default in payment on the due date of any amount due and payable by the Allottee to Promoter under this Agreement

(including proportionate share of taxes levied by the concerned local authority and other outgoings), for more than 45 (forty five) days and/or commits breach of any of the terms and conditions of this Agreement, the Promoter shall be entitled at its discretion to terminate this Agreement PROVIDED ALWAYS the Promoter has given to the Allottee 15 (fifteen) days' prior written notice to rectify the default by making payment and / or breach of any of the terms of Agreement. In the event the Allottee fails to rectify and/or remedy the breach within the cure period then the Promoter shall be entitled to terminate this Agreement.

- 22.2. Upon termination of this Agreement as stated above, without prejudice to the other rights and remedies of Promoter in law, equity and under this Agreement, the rights (if any) of the Allottee under this Agreement and/or in respect of the said Unit stand extinguished and Promoter shall be entitled to (i) deal with, re-sell and/or dispose of the said Unit in the manner as Promoter may deem fit without any reference or recourse to the Allottee; and (ii) Promoter shall be entitled to forfeit either (a) 5% of the Consideration plus brokerage fees and all other outgoings including GST, Stamp Duty, Registration Charges etc. and/ or expenses incurred by Promoter on behalf of the Allottee in relation to the said Unit and transaction contemplated herein or (b) the actual loss incurred by Promoter on the resale and/or disposal off the said Unit to a third party Allottee; whichever is more and thereupon to refund to the Allottee the balance amount (if any).
- 22.3. If the Promoter fails to offer possession of the Unit to the Allottee within the Delivery Date subject to force majeure events, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest as specified in the RERA Rules, 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 Rules, 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.
- 22.4. Without prejudice to the rights of Promoter to charge interest in terms hereof, 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 any three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter as per the terms herein) within a period of thirty days of the termination simultaneously with the execution of the necessary deeds, document and writings, if any required by Promoter, in respect of such cancellation, the instalments of sale consideration of the Unit which may till then have been paid by the Allottee to the Promoter.

### **23. LOAN, FINANCE AND MORTGAGE/CHARGE**

- 23.1. After the Promoter executes this Agreement, he/it shall not mortgage or create a charge on the said Unit 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 Unit.

- 23.2. The Promoter shall, in respect of any amount remaining unpaid by the Allottee to the Promoter under the terms and conditions of this Agreement, have first lien and charge on the said Unit as long as the same shall remain unpaid.
- 23.3. The Allottee shall be entitled to mortgage the said Unit in Favour of any bank or financial institution for the purpose of securing loan to acquire the said Unit after the Allottee intimates in writing to the Promoter and obtains prior permission in that behalf from the Promoter.
- 23.4. It is agreed that the Allottee shall be entitled to avail loan from a Bank and to mortgage the said Unit by way of security for repayment of the said loan to such Bank only with the prior written permission of the Promoter (as the case may be for their respective area share). The Promoter will grant their No Objection, whereby the Promoter will express it's No Objection to the Allottee availing of such loan from the Bank and mortgaging the said Unit with such Bank, provided however, the Promoter shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such Bank in respect of the said Unit of the Allottee shall not in any manner jeopardize the Promoter's right to receive full consideration and other charges and such mortgage in favour of such Bank shall be subject to Promoter's first lien and charge on the said Unit in respect of the unpaid amounts payable by the Allottee to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank undertaking to make payment of the balance purchase price of the said Unit out of the said Consideration directly to the Promoter as per the schedule of payment of the Consideration provided in Clause 7.3 above of this Agreement and such confirmation letter shall be mutually acceptable to the parties hereto and to the said Bank.

## 24. ADDITIONAL TERMS

- 24.1. The Promoter and the Allottee also agree to the following: -
- (a) The Allottee shall be permitted/allowed to commence interior works in the said Unit only upon obtaining the Occupation Certificate/Part Occupation Certificate and after making all payments as per this Agreement. Prior to carrying out the interior works in the said Unit, the Allottee shall give to Promoter, in writing, the details of the nature of interior works to be carried out;
- (b) Promoter shall be entitled to inspect all interior works carried out by the Allottee. In the event Promoter finds that the nature of interior work being executed by the Allottee is harmful to the said Unit or to the structure, facade and/or elevation of the said First Building/ Second Building in the said Project then, Promoter can require the Allottee to stop such interior work and the Allottee shall stop such interior work at once, without raising any dispute;
- (c) The Allottee will ensure that the debris from the interior works shall be dumped in an area earmarked for the same and will be cleared by the Allottee, on a daily basis, at no cost to Promoter and no nuisance or annoyance to the other Allottees. All costs and consequences in this regard will be to the account of the

Allottee;

- (d) The Allottee will further ensure that the contractors and workers (whether engaged by the Allottee) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of waste water, thus resulting in perennial choking and leakage in the said Unit or the said First Building/ Second Building;
- (e) The Allottee shall ensure that the contractors and workers, do not use or spoil the toilets in the said Unit or in the First Building/ Second Building and use only the toilets earmarked by Promoter for this purpose;
- (f) All materials brought into the said Unit for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee, and that Promoter will not be held responsible for any loss/theft/damage to the same;
- (g) If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee at his/her/their/its own cost, and that Promoter will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee alone;
- (h) During the execution of interior works, if any of the Allottee's contractor / workmen / agents / representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen / agents / representatives will be removed forthwith and will not be allowed to re-enter the said Unit and the said First Building/ Second Building. Further, the Allottee shall be responsible for acts of such persons;
- (i) The Allottee shall extend full cooperation to Promoter, their agents, contractors to ensure good governance of such interior works;
- (j) The Allottee shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter; and
- (k) If, after the date on which the Allottee/s has/have taken possession of the said Unit, any damage, of whatsoever nature (not due to defect in construction as envisaged in Clause 12 hereinabove), is caused to the said Unit and/or other Units/ areas in the First Building/ Second Building, neither Promoter nor their contractor(s) will be held responsible for the cost of reinstating or repairing the same and that Allottee alone will be responsible for the same and the Promoter's responsibility towards the Defect Liability shall stand suspended to the extent of the said Unit.

## **25. BINDING EFFECT**

- 25.1. Executing this Agreement with the Allottee by the Promoter does not create a binding obligation on the part of the Promoter until the Allottee appear/s for registration of this Agreement before the concerned sub-registrar as and when intimated by the Promoter.

## **26. ENTIRE AGREEMENT**

26.1. This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Allottee hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Promoter and/or its agents to the Allottee and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allottee in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

## **27. RIGHT TO AMEND**

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

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

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

## **29. SEVERABILITY**

29.1. Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void shall, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such prohibition or unenforceability substantially affects or alters the residual terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.

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

30.1. Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee in Project, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the apartments/ units in the Project.

## **31. FURTHER ASSURANCES**

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

perfect any right to be created or transferred hereunder or pursuant to any such transaction.

### **32. PLACE OF EXECUTION**

32.1. The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, and after the Agreement is duly executed by the Allottee and the Promoter the same shall be registered at the office of the Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Navi Mumbai. The Allottee and/or Promoter shall present this Agreement as well as the Conveyance/lease/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

### **33. NOTICES**

33.1. 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:

33.2. Any communication addressed to Promoter,

**Address:**

**Email ID:**

33.3. Any communication addressed to Allottee,

**Address:**

**Email ID:**

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

### **34. STAMP DUTY AND REGISTRATION**

34.1. The charges towards stamp duty and registration of this Agreement shall be borne and paid by the Allottee.

### **35. DISPUTE RESOLUTION**

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

### **36. GOVERNING LAW**

36.1. 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 Mumbai courts will have the jurisdiction for this Agreement.

### **37. PERMANENT ACCOUNT NUMBERS**

37.1. The Parties hereby declare their Permanent Account Number as under: -

| <b>Sr. No.</b> | <b>Name of the Party</b> | <b>PAN No.</b> |
|----------------|--------------------------|----------------|
| 1.             |                          |                |
| 2.             |                          |                |

### **38. MISCELLANEOUS**

38.1. That in case there are Joint Allottee/s 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 Allottee/s.

38.2. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or of the said Plot and building(s) or any part thereof. The Allottee shall have no claim save and except in respect of the Unit 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 Building of the Entire Project is conveyed/leased/assigned to the Apex Body and until the said Plot is transferred to the Apex Body as hereinbefore mentioned.

38.3. Any delay, tolerance or indulgence shown by the Promoter in enforcing the terms, provisions, covenants and conditions of this Agreement or forbearance or giving of time to the Allottee by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms, provisions, covenants and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoter. The failure by the Promoter to enforce at any time or for any period by one or more of the terms, provisions, covenants or conditions of this Agreement shall not be a waiver of them or of the right at any time thereafter to enforce all terms provisions, covenants and conditions of this Agreement.

38.4. It is abundantly made clear to the Allottee if he/she/it/they is/are a non-resident/ foreign national of Indian Origin, that in respect of all remittances, acquisitions/transfer of the said Unit, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

38.5. Any delay tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter

shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee, nor shall the same in any manner prejudice, limit or affect the rights of the Promoter.

- 38.6. Promoter shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of their right, title or interest in respect of the said plot or any part thereof. Promoter shall also be free to construct sub-station for electricity supply, office for the said Society, covered and enclosed garage in the open compound, underground and overhead tanks, structures, watchman's cabin, toilet for servants, septic tanks and soak pits for location of which are not particularly marked on the building plans. The Allottee shall not interfere with the rights of Promoter by raising any disputes in the Court of Law under Section 7 of MOFA and/or any other provisions of any other applicable law.
- 38.7. The Promoter shall always be entitled to sign undertakings and indemnities on behalf of the Allottee as required by any authority of the State or Central Government or competent authorities under any law concerning authorities of Building or implementation of the scheme for the development of the said Plot.
- 38.8. The Agreement shall always be subject to the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, sale, Management and Transfer) Act, 1963 and the rules made thereunder, Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder as also the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder or the Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder, as the case may be.

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

**FIRST SCHEDULE**  
(Description of the Plots)

All that piece or parcel of land known as (i) Plot No. 28 by admeasurement 1850.00 square meters or thereabouts, (ii) Plot No. 29 by admeasurement 1850.00 square meters or thereabouts, (iii) Plot No. 32 by admeasurement 1850.00 square meters or thereabouts, and (iv) Plot No. 33 by admeasurement 1850.00 square meters or thereabouts, all in the Sector 17 of the layout of land situate, lying and being at Village Vashi, Taluka Thane, District Thane of Vashi, Navi Mumbai within the limits of Navi Mumbai Municipal Corporation and City and Industrial Development Corporation and within the limits of Sub-Registrar of Thane and Registration District Thane.

**SECOND SCHEDULE**  
(Description of the Unit and Car Park)  
*[to be inserted]*

| <b>SIGNED AND DELIVERED WITHIN NAMED "PROMOTER"</b> | <b>AND BY</b>                   | <b>SIGNATURE</b> | <b>PHOTOGRAPH</b> | <b>LEFT HAND THUMB IMPRESSION</b> |
|---|---------------------------------|------------------|-------------------|-----------------------------------|
| <b>TPV VENTURES LLP</b>                             | through its designated partner/ |                  |                   |                                   |
|   | signatory                       |                  |                   |                                   |

|   |               |                  |                                   |
|---|---------------|------------------|-----------------------------------|
|   |               |                  |                                   |
| <b>SIGNED AND DELIVERED WITHIN NAMED "ALLOTTEE"</b> | <b>AND BY</b> | <b>SIGNATURE</b> | <b>PHOTOGRAPH</b>                 |
|   |               |                  | <b>LEFT HAND THUMB IMPRESSION</b> |
| <b>IN PRESENCE OF:</b>                              |               |                  |                                   |
| 1.  |               |                  |                                   |
| 2.  |               |                  |                                   |

**ANNEXURES**

**Annexure – A**

Copy of Commencement Certificate

**Annexure – B**

Project Registration Certificate by MahaRERA

**Annexure – C**

Copy of Legal Title Report Issued By Solomon & Co

**Annexure – D**

Copy of Layout Plan of the Plots

**Annexure – E**

Copy of Plan of the Unit

**Annexure – F**

Details of Specifications for the Unit

**Annexure – G**

Details of Common Areas and Facilities