

Annexure 'A'

**Model Form of Agreement entered into between Developer/Promoter and Allottee(s)
(See Rule 10(1))**

Model Form of Agreement for Sale

This AGREEMENT FOR SALE entered in to at Mumbai on this ----- day of ___-----, 2024.

BETWEEN

M/s Oscar Infrastructure Private Limited, the Company, PAN no. AABCO0475F), CIN No. **U45400MH2008PTC182802** having office at 711, Corporate Center, Nirmal Life-Style, L.B.S. Marg, Mulund (w), Mumbai- 400 080. Through its Director Mr. Rahul J Joshi having DIN No. 00114172 and authorized vide board resolution dated 28/02/2022, hereinafter called the **“Developer/Promoters”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the **FIRST PART**;

AND

MR/MRS. _____, age: _____, Indian Inhabitants, residing at _____, PAN. _____, hereinafter referred to as **“the Allottee/s”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators, successors and permitted assigns) of the **SECOND PART**

The Developer/Promoter and the Allottee/s hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

WHEREAS all that piece and parcel of land bearing Survey No.1000, Plot No. 1027(p) and Plot No. 1028, CTS No. 913B, admeasuring about 2540.40 Sq. Yards i.e., 2124.00 Sq. Meters, Bawa Praduman Singh Cross Road, Off M G Road, Mulund (West), Mumbai is hereinafter referred to as the **Project land** and more particularly described in the detail in **Schedule I**.

AND WHEREAS West Nandanvan Co-operative Housing Society Limited is formed and registered under the Maharashtra Co-operative Societies Act, 1960, under registration no. 1663 of 1968. The Society comprises of 36 members. The copy of the registration certificate of the society is *annexed herewith*.

AND WHEREAS by an indenture of Conveyance dated 5th Day of October 1960, registered under the serial no. 7585/60 of Book no. 01 of 1st November 1960, Smt. Daropadidevi wife of Bawa Gurumukh Singh sold jointly to Mr. Purshottam Damji Kothari and Velji Damji Kothari, a Plot of land at Survey No.1000, Plot No. 1026 (Part), 1027 and 1028, at Mulund, Mumbai admeasuring about 5000 square Yards. The entry of the said transaction is recorded in the revenue record by mutation entry no.3816.

AND WHEREAS, the indenture of Conveyance dated 10th June 1964, registered on 11th June 1964 under the serial no. 1412 of 1964, Purshottam Damaji Kothari and Velji Damaji Kothari sold to Evergreen Builder (Partnership firm) a plot of land at Survey No. 1000, Plot No. 1027 (Part) and Plot No. 1028 at Mulund, Mumbai, admeasuring about 2540.40 Sq. Yards i.e. 2124.00 SqO Meters.

AND WHEREAS, indenture of conveyance dated 9th May 1969, registered before the office of Sub-registrar assurances under the serial no. BOM/B/506/1973, Shri Harkisandas Hotchand and Shri Mohanlal Shamdas Narang, both Bombay Indian Inhabitants carrying on business in partnership in the a name and style of “Evergreen Builders” sold a Plot of land Survey No. 1000, Plot No. 1027 (Part) and Plot No. 1028 at Mulund, Mumbai, admeasuring about 2540.40 Sq. Yards i.e. 2124.00 Sq. Meters to West Nandanvan Co-operative Housing Society Limited, the society registered under the Society Act. Mr. Mohandas Shamdas Narang is also the Confirming party to the said Conveyance Deed.

AND WHEREAS, the project land is identified in the revenue record at CTS No. 913 (B). By Mutation entry no. 1772 dated 29/09/208 the name of the West Nandavan Co-operative Housing Society limited is recorded to the Property Card of CTS no. 913 (B). Accordingly, the property card of the subject property stands in the name of West Nandanvan Co-operative Housing Society limited. The Copy of the property card is *annexed herewith*.

AND WHEREAS, indenture of Development Agreement dated 27th day of July 2022, registered to the sub-registrar of assurances of Kurla-4, under the serial no. KRL/4/15960/2022, the “West Nandanvan Co-operative Housing Society Limited, formed and registered under the Maharashtra Co-operative Society Act, 1960

bearing registration no, BOM/HSG/1663 of 1968 assigned, transferred full, complete, exclusive and irrevocable Development rights to redevelop the subject property to M/s Oscar Infrastructure Private Limited.

AND WHEREAS, by indenture of irrevocable General Power of Attorney, dated 27/07/2022, registered at Sub Registrar Assurances at Kurla-4 under the serial no. 15961/2022 the “West Nandanvan Co-operative Housing Society Limited” has appointed Mr. Rahul J Joshi director of M/s Oscar Infrastructure Private Limited, either jointly or severally as true and lawful Attorney to do all the necessary work on behalf of the society to redevelop the project and further allowed to sale the flats and car Parking spaces from the sale component.

AND WHEREAS, in view of the developer submitted the proposal to the Municipal Corporation Greater Mumbai (MCGM) under rule 33 (7) of DCPR 2034 for redevelopment of the project land. But thereafter due to the change in the government policy coupled with the other reasons the developer and the society jointly/mutually decided to redevelop the project land under rule 33 (11) of DCPR 2034. Under rule 33(11) of DCPR 2034 the Slum Rehabilitation Authority is sanctioning authority. Hence the developer has withdrawn the proposal submitted to the MCGM for redevelopment of the project land and submitted the fresh proposal to the SRA for redevelopment of the project land.

AND WHEREAS, in view of the above, the society and developer has entered into the Supplementary Development Agreement, the said agreement is registered before the office of sub-registrar Assurances Kurla-4, under serial no. 25176/2023, dated 19/12/2023.

AND WHEREAS, in view of the above M/s Oscar Infrastructure Private Limited acquired the title of Developer/Promoter of the Project Land and they have clear, marketable title and are well sufficiently entitled to redevelop the subject property.

AND WHEREAS, the slum rehabilitation authority has issued “Letter of Intent”, dated 08/12/2023 bearing reference No. T/PVT/0141/20231110/LOI to redevelop the subject property. The copy of the letter of intent is *annexed herewith*.

AND WHEREAS, The Slum rehabilitation authority has issued “Intimation of Approval” dated 18/12/2023, bearing reference no. T/PVT/0141/20231110/AP/C, to redevelop the subject property. The copy of the Intimation of Approval is *annexed herewith*.

AND WHEREAS, The Slum rehabilitation authority has also issued the “Commencement Certificate” dated 23/02/2024, bearing no. T/PVT/0141/20231110/AP/C, till plinth level only to construct the new building on the Subject property. The copy of the commencement Certificate dated 23/02/2024, is *annexed herewith*.

AND WHEREAS the Developer/Promoter is entitled and enjoyed upon to Construct Buildings on the project land in accordance with the recitals herein above.

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

AND WHEREAS the Developer/Promoter has proposed to construct on the project land New building called as “**OM Nandanvan**” comprising of basement, ground floor, upper ground floor, stilt parking, first to third floor residential premises cum podium parking and common amenities, fourth floor to twenty first floor residential premises in accordance with the plans, designs and specifications as approved or to be approved by Slum Rehabilitation Authority or any other concern authority from time to time.

AND WHEREAS the allottee is offered residential **flat** bearing flat no. _____, _____ BHK, on ____ floor in the said New Building called “Om Nandanvan” being constructed on the said project land by the Developer/Promoter..

AND WHEREAS The Developer/Promoter has appointed Architect M/s Speco Architect having office at Flat No.09, 2nd Floor, Mayur Nivas, Dr. Amedkar Road, Dadar, Mumbai _ 400 014, duly registered with the Council of Architecture bearing their Registration No. CA/2008/42482 and has entered into a standard agreement as prescribed by the Council of Architects.

AND WHEREAS Developer/Promoter has registered the project under the provision of the said Act with the Real Estate Regulatory at Maharashtra no. _____. An authenticated copy is *attached hereto*.

AND WHEREAS the Developer/Promoter has also appointed _____ its Structural Engineer for the preparation of a structural design and the drawings and specifications for the construction of the said New Building. The Developer/Promoter accepts the professional supervision of Architect and Structural Engineer till the completion of the said New Building.

AND WHEREAS by Virtue of the Development Agreement read with Supplementary Development Agreement the Developer/Promoter alone has the sole and exclusive right to sell the residential flat/car parking in the said new building to be constructed by the Developer/Promoter on the Project land and to enter into Agreement/s with the Allottee(s)/s of the Flat/s to receive the price thereof.

AND WHEREAS on demand from the Allottee/s, the Developer/Promoter has given inspection to the Allottee/s of all the documents of title relating to the Project land and the plans, designs and specifications prepared by the Developer/Promoter's Architect and of such other documents as are specified under Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "said Act") and the Rules and Regulations made thereunder.

AND WHEREAS the authenticated copy of "Certificate of Title" issued by Advocate of the Developer/Promoter – Adv. Yogesh Rane and the copies of the Property Card and the copies of the Revenue records Showing the title of the Developer/promotor card are *annexed hereto*.

AND WHEREAS the Developer/Promoter got the plans prepared through its Architect and has obtained the approvals with respect to plans, specifications, elevations and sections of the proposed said New Building to be constructed on the Project land from the Slum Rehabilitation Authority by permission letter no. T/PVT/0141/20231110/AP/C, Dated 18/12/2023. The copy of the sanction Plan *annexed hereto*. The Developer/Promoter has at present got approval for construction of a multi-storied building comprised of ground floor stilt parking and common amenities, first to third floor residential premises cum podium parking, fourth floor to twenty first floor residential premises on project land.

AND WHEREAS the Developer /Promoter has obtained Commencement Certificate from Slum Rehabilitation Authority bearing No. T/PVT/0141/20231110/AP/C dated 23/02/2024, as per the said commencement certificate the Developer/Promoter has obtained the permission for commencement of construction up to the plinth area of the said new building.

AND WHEREAS the Developer /Promoter have obtained the necessary permission to redevelop the Project land and some other permissions are required to complete the construction of the said new building will be obtained in due course.

AND WHEREAS authenticated copies of the Plans of the layout as approved by the Slum Rehabilitation Authority have been annexed hereto.

AND WHEREAS authenticated copies of the plans of layout as approved by the Slum Rehabilitation Authority and according to which the construction of the building and open spaces are proposed by the Developer/Promoter to be provided for on the said project land have *annexed hereto*.

AND WHEREAS authenticated sanctioned copies of the plan and specification of the residential flat agreed to be purchased by the Allotee, as proposed by the Developer/Promoter have been *annexed hereto*.

AND WHEREAS the Developer/Promoter has got some of approvals from the concerned local authority the Plans, the Specifications, elevations, sections and of the said building/s and shall obtained the balance approvals from various authorities from time to time, to obtain building Completion Certificate or Occupation Certificate of the said building.

AND WHEREAS while sanctioning the said plans concerned local authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer/Promoter while developing the Project land and the said New Building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said New Building shall be granted by the concerned local authority/Slum Rehabilitation Authority.

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

AND WHEREAS the Allotee/s has/have applied to the Developer /Promoter for purchase of residential flat bearing **flat No.** _____, _____ BHK, on _____ floor in the said New Building.

AND WHEREAS the carpet area of the said residential flat is _____ Square meters and “Carpet area” means the net usable area of residential flat, excluding the area covered by external walls, area under the service shafts, exclusive balcony, appurtenant to the said residential flat for exclusive use of the Allotee, but includes the area covered by the internal partition walls of the residential flat.

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

AND WHEREAS prior to the execution of these presents the allottee has paid to the Developer/Promoter as sum of Rs. _____ (Rupees _____) only, being part payment of the sale price of the flat agreed to be sold by the Developer/Promoter to the Allottee/s as advance payment or Earnest Money Deposit, or Holding Amount or Application Fees (The Payment and receipt whereof the Developer/Promoter both hereby admit and acknowledge) and the Allottee/s has/have agreed to pay the Developer/Promoter the balance of the sale price in the manner hereinafter appearing.

AND WHEREAS the Developer/Promoter has registered the Project under the provisions of the said Act with the Real Estate Regulatory Authority at Mumbai under no. _____, of which an authenticated copy is *attached hereto*.

AND WHEREAS, under section 13 of the said Act the Developer/Promoter is required to execute a written Agreement for sale of said flat with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. (Central Act 16 of 1908). However, if any unavoidable circumstances or for any other reason, if allottee/allottee's are not able to visit the sub-registrar office to sign & register the agreement, allottee/allottee's hereby agree to remit the amounts due from him/themas and when they are due and hence with allottee/allottee's agree to not raise any objections under section 13 with regards to payment clause which will be your unconditional, unqualified and irrevocable consent for the same.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the flat along with/without the covered parking.

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

1. The Developer/Promoter intends to construct the said new building comprised of basement, ground floor, upper ground floor, stilt parking, first to third floor residential premises cum podium parking and common amenities, fourth floor to twenty first floor residential premises, in accordance with the plans, designs and specifications as approved or to be approved by Slum Rehabilitation Authority from time to time. The Allotee/s has/have been explained and has/have understood that the Developer/Promoter as of now have valid approval from Slum Rehabilitation Authority for construction of the said New Building as mentioned in recitals above. Having understood the same, the Allotee/s hereby confirm(s) his/her/their no objection for construction of the said new building. The Allotee/s also confirm(s) that the Developer/Promoter may make such minor changes or additions, or alterations as may be required or necessary due to architectural and structural reasons duly recommended by the Architect or Engineer of the Developer/Promoter.

Provided that the Developer /Promoter shall have to obtain prior consent in writing of the Allotee/s in respect of variations or modifications which may adversely affect the residential flat of the Allotee/s except any alteration or addition required by Government authorities or due to change in Law.

1.a (i) At the request of the Allotee/s, the residential flat have agreed to sell and the Allotee/s hereby agree to purchase from the Developer/Promoter, the residential premises bearing Flat No. ____, _____ BHK, admeasuring _____ sq. mts. RERA carpet area on _____ floor in the new building which will be known as “ Om Nandanvan” to be constructed on the Project land by the Developer/Promoter as per the plans approved and to be approved by Slum Rehabilitation Authority and more particularly described in the **Schedule II** and shown on the floor plan along with right to use the common areas and facilities as mentioned in the **Schedule III** hereunder written.

(ii) At the request of the Allotee/s, the developer has agreed to sale residential premises and the Allotee/s hereby agreed to purchase from the Developer/Promoter, along with _____ car parking space/s in the stilt Car Parking. The Allotees agrees and confirms that the said Parking Space/s shall not be used for any purpose other than for parking motor vehicles.

(iii) The Allotee/s shall not challenge the Allotment of Car parking spaces allotted to the original member of the society or other Flat purchasers of the said new building/ society in any manner.

1(b) The total consideration amount for the residential flat including car parking space/s is thus **Rs. _____/- (Rupees _____ only)** (“Total Consideration”) includes the cost of the construction of the said flat and also the cost of the customized amenities in the said flat as per the flat holder's requirement.

1 (C) The Allottee/s has/have paid on or before execution of this agreement a Sum of Rs. _____/- (not exceeding 10% of the total consideration) as advance payment or application fees and hereby agreed to pay to that Developer/Promoter the balance amount of the purchase consideration of Rs. _____/- (Rupees _____ only) in the following manner (hereinafter referred to as Payment Plan):

- i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Developer/Promoter after the execution of Agreement.
- ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Developer/Promoter on completion of the Plinth of the building or wing in which the said residential flat is located.
- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Developer/Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said residential flat is located.
- iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Developer/Promoter on completion of the walls, internal plaster, floorings doors and windows of the said residential flat.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Developer/Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said residential flat.
- vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Developer/Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said residential flat is located.

vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Developer/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 residential flat is located.

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

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer/Promoter by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer/Promoter up to the date of handing over the possession of the Flat. The amount of GST is as per Central Goods and Service Tax Act, 2017 (GST Act) is subject to revision as per the applicable rate for the relevant installments and before taking the possession of the said Flat, Allottee will pay GST or any other tax (if applicable) with interest and penalty if any on the said taxes or statutory charges. In case of any delay payment, the Allottee will be liable to pay Interest @SBI MCLR + 2%,

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

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

1(g) The Developer/Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after construction of the said new building is complete and the occupancy certificate is granted by Slum Rehabilitation Authority, by furnishing details of the changes, if any, in the carpet area, subject to variation cap of three percent. The total price payable for carpet area shall be recalculated upon confirmation by the Developer/Promoter. If there is any variation in carpet area beyond the cap of three percent (3%), then the only recourse shall be pro-rata adjustments in the last installments payable by the Allottee/s as per the payment schedule mentioned herein below. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4 of this Agreement.

1(h) The Allottee authorizes the Developer/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 Developer/Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Developer/Promoter to adjust his payments in any manner.

All payments to be made by the Allottee/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of the Developer/Promoter. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the Flat, the Allottee/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of total consideration amounts due and payable to the Developer/Promoter through an account payee cheque/demand draft drawn in favour of the Developer/Promoter.

If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honoured for any reason whatsoever, then the same shall be treated as default under this Agreement and the Developer /Promoter may at its option be entitled to exercise the recourse available herein under.

Further, the Developer/Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs. 5,000/- (Rupees Five Thousand only) for dishonour of a particular payment instruction for first instance and for second instance the same would be Rs.5000/- (Rupees Five Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted, and payments shall be accepted through bank demand draft(s) only.

The Allottee/s is/are aware that the Allottee/s has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Developer/Promoter, whichever is earlier as per section 194 IA of the Income Tax Act, 1961. Further, the Allottee/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

- 2.1** The Developer/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 competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the residential flat to the Allottee, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the said building in which the said residential flat is allotted to the Allottee.
- 2.2** Time is the essence for the Developer/Promoter as well as the Allottee. The Developer/Promoter shall abide by the time schedule for completing the project and handing over the said residential flat to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees have paid all the consideration and other sums due and payable to the Developer/Promoters as per the agreement. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer/Promoter as provided in clause 1 (C) herein above. ("Payment Plan").
- 3.** The Developer/Promoter hereby declares that the approved Floor Space Index as on date in respect of the Project land is 6283.39 square meters only and Developer/Promoter has planned to utilize FSI 6283.39 square meters. The Developer/Promoter may avail the FSI in future which will be available on payment of premium, if Developer/Promoter avail such FSI then they will amend the sanctioned plan with the permission of SRA and/or concern authority. The Developer/Promoter has disclosed the floor Space Index of 6283.39 square meters as proposed to be utilized by him on the project Land in the said project and Allottee has agreed to purchase the said residential flat based on the proposed construction and sale of the said residential flat to be carried out by the Developer /Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer/Promoter only. The Developer/promoter has exclusive rights over the balance FSI of the project Land and they are entitled to utilize the said balance elsewhere as may be permitted.

3.1 The Allottee/s acknowledge/s that the “Developer/Promoter” is alone entitled to utilize and deal with all the development potential of the Project land including the existing and future FSI and/or transferable development rights (“TDR”) heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of the said new building and development of facilities and/or amenities on any part of the Project Land or elsewhere as may be permitted and in such manner as the Developer/Promoter deems fit.

4.1 If the Developer/Promoter fails to abide by the time schedule for completing the project and handing over the residential flat to the Allottee, the Developer/Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the rule, on all the amounts paid by the Developer/Promoter, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Developer/Promoter, interest as specified in the Rules, on all the delayed payment which become due and payable by the Allottee to the Developer/Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Developer/Promoter till the actual payment made but the Allottee/s.

4.2 Without prejudice to the right of Developer/Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Developer/Promoter under this Agreement including his/her proportionate share of taxes levied by concerned local authority and other outgoings and on the allottee committing three defaults of payment of installments, the Developer/Promoter shall at his own option, may terminate this Agreement:

Provided that, Developer/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 Developer/Promoter within the period of notice then at the end of such notice period, Developer/Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developer/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 Developer/Promoter) within a period of thirty days of the termination, the installments of sale Consideration of the said residential flat which may till then have been paid by the Allottee to the Developer/Promoter and the Developer/Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded.

In the event of termination of the agreement as stated herein above, if necessary at the request of the Developer/Promoter, Allottee hereby agrees and undertakes to execute a Deed, Document or writing including the Deed of Cancellation to record the cancellation, of this Agreement. Till the Allottee executes such Deed, Document or writing as requested by the Developer/Promoter, the Allottee hereby authorizes the developer/Promoter to retain part of the amount to be refunded on the execution of such documents as requested by the Developer/Promoter. Even in the absence of document recording such termination, the Allottee will not have any right, title or claim over the said residential flat on termination of the said Agreement.

In the event of cancellation of this Agreement as aforesaid, the developer/Promoter is also entitled to file Declaration with respect to termination and cancellation of this Agreement, before the Sub-Registrar of Assurances.

If Allottee takes housing loan and mortgages the said residential flat to Bank / Financial Institution for securing the repayment of said loan and this Agreement is terminated in accordance with the terms of this agreement. The Developer/Promoter will exercise option A or B in following manner.

OPTION A

a) If the Allottee fails to pay the amounts as per the progress of construction and agreement is terminated, the Developer/Promoter will Firstly deduct the booking amount and interest liabilities as per the terms and conditions of this Agreement and also all cost and expenses that will be required to execute and register the document for cancellation of this Agreement. Secondly, refund to the Bank/Financial Institution all amounts that are due and payable to the Bank (refund

to the Bank will be subject to Bank releasing charge over the said residential flat and executing such deeds and documents that may be required by the Developer/Promoter. Thirdly if any amount remains balance after deducting booking amount and interest liabilities and making payment to the Bank, the balance amount will be refunded to Allottee. (Subject to Allottee executing deeds and documents as called upon by the Developer/Promoter).

b) If the amount paid to Bank in the manner as stated herein above is less than amount due and payable by the Allottee to the Bank as per terms and conditions of agreement between Bank and Allottee, the charge of the Bank on the said residential flat shall be deemed to have been released. The liability of the Developer/Promoter is only to refund the amount received from the Allottee after deducting booking amount and interest liabilities and Bank will not be entitled to demand, from the developer/Promoter any amount more than aforesaid amount and payment of the said amount to the Bank will be deemed that charge of the Bank on the said residential flat is released irrespective of whether entire amount due to the Bank has been received by the Bank or not. If the Bank receives amount less than their entitlement under the agreement between Bank and Allottee, Bank will have right to take appropriate recovery proceeding against the Allottee for recovery of the balance amount.

c) The aforesaid payment will be paid to the Bank/Allottee only upon the Developer/Promoter selling the said residential flat and receiving from the new Purchaser the amount equivalent to be refunded to the Bank/Allottee.

d) In case of termination due to breach of terms and conditions of agreement by the Allottee, the Allottee will not be entitled to any interest on the amount paid to the Developer/Promoter.

OPTION B

In the alternative if the Allottee defaults in making payment and Allottee is not ready and willing to pay the balance amount, but the Bank is ready and willing to pay the balance amount due and payable in respect of the said residential flat as per the terms and conditions of the agreement. In that case the Developer /Promoter will be at its sole discretion entitled to accept the balance amount from the Bank and give the possession of the said residential flat to the Bank or its Authorized Officer.

In such circumstance, on Developer /Promoter giving the possession of the said residential flat to the Bank, it will be deemed that possession of the said residential flat has been given to the Allottee in compliance with the terms and conditions of this agreement.

DEFAULT IN PAYMENT OF BANK

Before handing over the possession of the said residential flat, if default is committed by the Allottee in repayment of housing loan as per the terms and conditions that may be agreed between Bank and Allottee and Allottee fails to pay the installments for repayment of loan and thereby commits breach of agreement and bank in enforcement of the terms and conditions of the agreement with the Bank shows its readiness and willingness to pay the balance amount and calls upon the Developer /Promoter to handover the possession of the said residential flat . In that case Developer /Promoter is entitled to accept balance amount from Bank and give possession of the said residential flat to the Bank.

But before exercising this option, the Developer /Promoter will give seven days" notice to the Allottee informing its intention to accept balance from the Bank and desire to handover possession of the residential flat to the Bank. In response to notice of intention of Developer /Promoter to accept balance amount and handover possession to the Bank, if Allottee pays the balance amount within 7 days as stated in the notice, then Developer /Promoter will accept the same and handover possession of the residential flat to Allottee. If Allottee fails to pay the balance within 7 days, the Developer /Promoter at its sole discretion may accept the balance amount from Bank and handover the possession of the said residential flat to the Bank.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or its equivalent or price range (if unbranded) to be provided by the Developer/Promoter in the said building and the residential flat as are set out in Annexure N, annexed hereto. None of the fixtures and fittings i.e electrical, plumbing, lifts etc are manufactured by the Developer /Promoter but are manufactured by different companies and warranties/ guarantees are given by those manufactures. The Allottee is also hereby informed that those fixtures and fitting are fixed nearly 3-4 months before the issue of

Occupation Certificate, therefore the warranty/Guarantee of those fixtures and fitting will start from the date of fixing the same. Developer /Promoter is not liable and responsible for any defect in quality of those fixtures and fitting, but will facilitate for enforcing the warranty and guarantee of those fixture and fitting.

6. The Developer /Promoter shall give possession of the residential flat to the Allottee on or before **31/12/2017**. If the Developer /Promoter fails or neglects to give possession of the residential flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Developer /Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the residential flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developer /Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) War, Civil Commotion or Act of God or any other prohibitory order;
- (ii) Any notice, order, rule notification of the government, court and/or other public or competent authority.

- 7.1(A) **Procedure for taking possession** - The Developer /Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the residential flat, to the Allottee in terms of this Agreement to be taken within three month from the date of issue of such notice and the Developer /Promoter shall give possession of the residential flat to the Allottee. The Developer/Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer/Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Developer/Promoter or association of allottees, as the case may be. The Developer/Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the new building.

Before taking possession of the said residential flat the Allottee shall sign and/or execute all writings and papers as may be reasonably required by the Developer /Promoter including declarations, applications, indemnities, possession letter, electric meter transfer forms and other papers necessary or expedient for formation and registration of the Organization. Under no circumstances the Allottee shall be entitled to the possession of the said residential flat unless and until all the payments required to be made under this Agreement by the Allottee have been made to the Developer /Promoter and other obligation terms and conditions agreed by the Allottee and mentioned in this Agreement are carried out fully by the Allottee. It is specifically agreed by the Allottee that, he waives his right to claim charge u/s 55 of Transfer of Property Act on said residential flat till he pays entire consideration and other charges as per this Agreement.

(B) The Project land stands in the name of the “ West Nandanvan Co-operative Housing Society Limited”. There is total 36 members in the said society. As per the Agreement for Development read with supplementary Development Agreement, the said society agreed and undertake to admit the purchaser/Allottee as the member of the society on payment of the necessary charges. Accordingly, after receiving the Occupation Certificate and entire consideration as mentioned above the Allottee/s will be admit as a member of the society on payment of the necessary charges. The Developer /Promoter may become a member of society to the extent of all unsold and/or unallotted flat(s)/premises/units, areas and spaces in the said New Building.

7.2 The Allottee shall take possession of the residential flat within 15 days of the written notice from the Developer /Promoter to the Allottee intimating that the said residential flat are ready for use and occupancy. The Allottee will not be entitled to the possession of the said residential flat unless all the Taxes are paid by him to the satisfaction of the Developer /Promoter as per the statutory provision at the time of possession of the said residential flat. In addition to taxes, statutory charges as stated herein, if any other tax, Government or Semi Government charge is applicable or become applicable on any future date for sale of said residential flat, Allottee will be liable to pay all such taxes, Government or Semi Government due along with Penalty or interest on the same and Developer /Promoter will not be liable to contribute any amount towards such charge taxes, interest, penalty or any other amount.

7.3 Failure of Allottee to take Possession of residential flat upon receiving a written intimation from the Developer /Promoter as per clause 7.1, the Allottee shall take possession of the residential flat from the Developer /Promoter by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Developer /Promoter shall give possession of the residential flat to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

7.4 A. If within a period of five years from the date of handing over the residential flat to the Allottee, the Allottee brings to the notice of the Developer /Promoter any structural defect in the residential flat or the building in which the residential flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer /Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Developer /Promoter, compensation for such defect in the manner as provided under the Act. In case the allottees carry out any work within the residential flat after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining residential flat, then in such an event the Developer /Promoter shall not be liable to rectify or pay compensation. But the Developer /Promoter may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

EXCLUSIONS:-

The Developer /Promoter will not be liable and responsible if structural defect is caused due to any of the reasons as stated hereunder: -

- i. Damage caused to column beams, walls, slab, RCC or Water Proofing by any act of the Allottee.
- ii. Damage caused due to fixing of grill, AC, furniture, electrical or other similar fixtures and fitting or by drilling, hammering, chiseling, core cut, Chipping on any of the elements like column, wall, beam, slab etc.
- iii. Dampness not arising due to failure of structural load bearing

element of the building.

iv. Any other act or omission of the Allottee or anyone occupying the said residential flat .

v. Any result of act of civil or military authorities or acts of war, riot, insurrection, or civil commotion or flood or earthquake

vi. Normal wear and tear of the building.

vii. Normal shrinkage, creep of materials caused by drying after construction

viii. Damage caused by dampness or condensation due to failure by the Allottee to maintain adequate ventilation.

ix. Damage resulting from improper maintenance.

x. Alterations, deletions or additions made by the Allottees to the said residential flat .

xi. Subsidence of the land around the building, for any reason not attributable to the Developer /Promoter.

xii. Damage resulting from an act of God

xiii. Damage caused by insects, rodents, termites etc.

xiv. Or damage to the structure due any work done by any other allottee in the said Building, which has created structural defect to the said residential flat .

xv. Or any other reason of similar nature and which is not caused due to any actor omission of the Developer /Promoter.

B. NATURAL MATERIAL

Developer /Promoter cannot assure natural material like marble, stones, woods etc. to have uniform texture, color etc, as those materials are not manufactured and come with inherent non uniform texture color etc. Allottee will not hold Developer /Promoter responsible and liable and insist upon all marble, stone, woods etc to be identical. If those natural materials are not identical to other natural material used in the residential flat , it will not be considered as of defective quality. Over a period of time natural material may lose its colors, shine, texture, break, expand or damage or lose bonding with wall or any other material etc and Allottee is aware of it will not consider it as defective material or poor workmanship. The Allottee is aware of inherent nature of those materials and Developer /Promoter cannot give any warrantee and guarantee of such natural material and damages occurring to those

materials will not be covered under the defect liability period. Similarly colors of all tiles may not exactly match, it may have slight variation within permitted degree.

C. ELECTRICAL ACCESSORIES (SWITCHES AND PLUGS):-

Electrical switches, plugs, wires are manufactured by the third party and are of ISI mark and carries warranty from the manufacturer. But such Warranty / Guarantee is also subject to proper use by the Allottees. The Developer / Promoter will not be liable and responsible about the quality of the said electrical accessories after the warranty period and the said switches have normal wear and tear. The switches in particular are susceptible to damage on basis of number of times the switches are used may damages with warranty period. Developer / Promoter liability will be limited for damage of any fixture within warranty period to facilitate the replacement if permitted.

D. FIXTURES, FITTING AND EXTERNAL AMENITIES WITHIN COMPLEX

i. LIFT

The Lifts which are installed in Building are of reputed brand and always have warranty of one year. The warranty starts from the day of installation of Lifts in the Building. The installation is normally done 3-4 months before issue of occupation certificate by the Local Authority, since working lift is one of the requirements for obtaining Occupation Certificate. During warranty period manufacturer, does periodic maintenance work. After Warranty Period it will be responsibility of the Organization to properly maintain the lift by regular servicing of the lift through manufacturer or Authorized Service Provider of the manufacturer and timely replacing the spare parts and consumable of the lift. All cost and expenses for maintenance, spares and consumable will have to be borne by Allottee/Organization and Developer / Promoter will not be liable to contribute any amount towards such expenses. In spite of all precautions lift can occasionally malfunction due to variety of reason viz Voltage fluctuation, overloading etc, which are beyond anyone's control and Developer / Promoter will not be held and responsible for such malfunction. The Allottee or its organization will not make any grievance about such malfunctioning and will not hold Developer / Promoter responsible

and liable for any incidental loss or damages to the Allottee or anyone on his behalf.

It is mandatory as per the provisions and rules of Lift Act, and Lift Rules, respectively, to get lift inspected every months and breach of the said provisions and rules may invite penalty under the said act.

Allottee and all other user of the lift are expected to use lift in normal prudent manner and will not do any act that would make warranty void. Allottee and Organization will not do any act, which will damage or break any part of lift or any of its accessories, which result in improper functioning of the lift.

ii. MACHINERY/EQUIPMENT

Machinery/Equipment viz STP, Generator system etc. are manufactured by the some known brand having good reputation in the industries. They also come with a Warrantee/Guarantee period and after the period of warrantee/ guarantee, Organization will award maintenance contract to authorized service provider of the manufacturer. All Machinery/Equipment, in spite of all precautionary measures, may occasionally malfunction, which cannot be avoided. The Allottee or its organization will not make any grievance about malfunctioning and will not hold Developer /Promoter responsible for such malfunctioning and any incidental loss or damages to the Allottee or anyone on his behalf.

iii. Some of the equipment/amenities/facilities require regular maintenance service through Authorized Service Provider to maintain it in proper condition. Allottees organization will be responsible to award Annual Maintenance Contract (AMC) to authorized service provider of the equipment and to ensure that all consumable and spare parts of Original Equipment Manufacturer (OEM) are used and not any other substitute. If the Allottee fails to make AMC and/or replaces spare with other than OEM and said equipment get damaged, the Developer /Promoter will not be held responsible and liable for any damages to that equipment. Similarly, some of the equipment requires regular operation, maintenance and usage and if are left unoperated/unused for longtime it may start rusting and may become redundant and unusable, therefore the Allottee or its organization will have to ensure that it is regularly used, inspected and serviced. If the Allottee or their organizations fail to maintain the same as per maintenance manual, Developer /Promoter will not be responsible or liable for nonfunctioning

and any loss or damages due such nonfunctioning. If such equipment remains unused and gets damaged, defect liability of such equipment will become automatically null and void. For Example :- Fire Prevention System, the said system should be regularly serviced and inspected to ensure that it is working. Similarly Sewerage Treatment Plan (STP) has to be continuously operated without any and also specialized person has to monitor the STP all 24 hours of the day. These are only few illustrations, similarly this will be applicable to DG Sets, etc.

iv. The Allottee or the Organization, at its own cost will renew and maintain all Annual Maintenance Contract (AMC) of all equipment's viz Lift, STP, Fire Fighting System and all other amenities provided to the said Building or said Complex from the authorized Service Centre. If Allottee or its Organization fails to renew any of the AMC and those equipment's suffer damage, Developer /Promoter will not be held responsible for such damages to such equipment nor any incidental damages.

v. The Allottee hereby undertake, he will not do any act or omit to do any act which would damage said residential flat or part of the said Building or any machinery/equipment provided within the said residential flat Building/Complex and hereby indemnify and keeps indemnified the Developer /Promoter against all cost, expenses, charge and damages that Developer /Promoter and/or any other Allottees or anyone in use and occupation of any other residential flat in the said building/complex may suffer to due to any such act or omission of the Allottee, at any time after handing over possession of the said residential flat .

8. The Allottee shall use the residential flat or any part thereof or permit the same to be used only for purpose of residence or for the purpose it has agreed to sold by the Developer /Promoter. He shall use the garage or parking space only for purpose of keeping or parking vehicle. The Allottee acknowledges and admit the allotment of the Covered parking space to other allottees of the said building and will not disturb such covered parking space allotted by the Developer /Promoter to other allottees in the said building or Project land and hereby undertake he or Organization formed by the all Allottee will recognize and acknowledge such allotment and will not in any manner interfere with the use of such parking space by any other Allottee.

9. Within 15 days after notice in writing is given by the Developer /Promoter to the Allottee that the residential flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the residential flat of outgoings in respect of the project land and 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, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of allottees is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Developer /Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Developer /Promoter provisional monthly/yearly contribution of Rs. _____/- per annum towards the outgoings. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Developer /Promoter to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Developer /Promoter, the following amounts:

- (i) Rs. -----/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. -----/- for proportionate share of taxes (GST on Maintenance Charges) and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs -----/- for deposit towards two years advance for monthly contribution towards outgoings of Society.
- (iv) Rs _____/- For Deposit towards Electric connection charges.
- (v) Rs _____/- for electricity Meter Charges.
- (vi) Rs _____/- For Water Meter Charges.
- (vii) Rs _____/- for deposits of electrical receiving, transformer Charges

GST of 18% will be charged on above charges.

10.1 All aforesaid charges are fixed on basis of existing taxes, rules and regulation, however at the time of handing over of the possession of the said residential flat or any time after handing over the possession, if there is any change in the aforesaid amounts or if any other tax/charge/duty is levied and/or is found to be payable on the transaction hereby envisaged either because of any amendment to the prevailing laws or because of enactment of any new law or otherwise, the Allottee do hereby agree to pay to the Developer /Promoter or its nominee such amount as shall bethen prevailing.

10.2 The maintenance charges collected herein are just estimated cost of expenses and are subject to review/ escalation depending upon the costs of inputs which include but not limited to expenses towards consumption of electricity, water and other consumables and /or due to increase in levies or imposition of new charges/taxes by any authorities.

10.3 If any deposit premium or security deposit, in addition to the above mentioned payments, is/are demanded by the Government, Municipality, or any local authority or electric supply agency or any other department or authority for providing water, drainage, electricity connection or any other services, amenity or facility in the said Buildings or said complex, the same shall be borne and paid by the Allottee along with the Allottee of all other residential flat in the said Buildings in proportion to the area of their respective residential flat and the Allottee shall pay his proportionate share therein before taking possession of the said residential flat .

11. The Allottee shall pay to the Developer /Promoter a sum of Rs. 15,000/- (Rupees Fifteen Thousand Only) for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Developer /Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Developer /Promoter, the Allottee 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 Developer /Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER /PROMOTER

The Developer /Promoter hereby represents and warrants to the Allottee as follows:

- i. The Developer /Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Developer /Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and

permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developer /Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- vi. The Developer /Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Developer /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 project land, including the Project and the said residential flat which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Developer /Promoter confirms that the Developer /Promoter is not restricted in any manner whatsoever from selling the said residential flat to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Developer /Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Developer /Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer /Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the residential flat may come, hereby covenants with the Developer /Promoter as follows :

i. To maintain the residential flat at the Allottee's own cost in good and tenantable repair and condition from the date the possession of the residential flat is taken and shall not do or suffer to be done anything in or to the building in which the residential flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the residential flat is situated and the residential flat itself or any part thereof without the consent of the local authorities, if required.

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

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

iv. Not to demolish or cause to be demolished the residential flat 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 residential flat or any part thereof, nor any alteration in the elevation and outside color

scheme of the building in which the v is situated and shall keep the portion, sewers, drains and pipes in the residential flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the residential flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the residential flat without the prior written permission of the Developer /Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the residential flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said residential flat in the compound or any portion of the project land and the building in which the residential flat is situated.

vii. Pay to the Developer /Promoter within fifteen days of demand by the Developer /Promoter, his share of security deposit, any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the residential flat is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the residential flat by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the residential flat until all the dues payable by the Allottee to the Developer /Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the residential flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the residential flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. **Till handover the charge of the new building to the existing society,** 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.

15. The Developer /Promoter shall maintain a separate account in respect of sums received by the Developer /Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be, nor shall be construed as a grant, demise or assignment in law, of the of the Project land and New Building or any part thereof. The Allottee shall have no claim save and except in respect of the residential flat along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the Developer /Promoter until sold/allotted.

17. DEVELOPER /PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developer /Promoter executes this Agreement he shall not mortgage or create a charge on the residential flat 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 residential flat.

18. BINDING EFFECT

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

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and

enforceable against any subsequent Allottees of the residential flat, in case of a transfer, as the said obligations go along with the residential flat for all intents and purposes.

22. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee (s) in Project, the same shall be in proportion to the carpet area of the residential flat to the total carpet area of all the residential flat in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective allottees.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction and for protecting and preserving the right and interest of the Developer /Promoter or for securing the due fulfillment of the provision hereof on the part of Allottee.

25. PLACE OF EXECUTION

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

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

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

Name of Allottee: _____

(Allottee's Address): _____

Notified Email ID: _____

Developer /Promoter name:

OSCAR INFRASTRUCTURE PRIVATE LIMITED

Address- office at 711, Corporate Center, Nirmal Life-Style, L.B.S. Marg, Mulund (w), Mumbai- 400 080. Notified Email ID: info@oscarinfra.com

It shall be the duty of the Allottee and the Developer /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 Developer /Promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES

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

b) In case of Joint Allottee and on death of one of the Allottee (Deceased Allottee), the parties hereby agree that remaining Allottees (Surviving Allottee) will be entitled to the said residential flat. The Surviving Allottee will fulfill all obligations and liability under this agreement and will also be entitled for the benefit that may arise from this agreement.

c) The parties further agreed that on payment of entire consideration by the Surviving Allottee, the Developer /Promoter will handover vacant and peaceful possession of the said residential flat to the Surviving Allottee and handing over the possession of the said residential flat to the Surviving Allottee will discharge the liability of the Developer /Promoter under this agreement.

d) The parties further agreed that on payment of entire consideration by the Surviving Allottee, the Developer /Promoter will handover vacant and peaceful possession of the said residential flat to the Surviving Allottee. The handing over the possession of the said residential flat to the Surviving Allottee will discharge the liability of the Developer /Promoter under this Agreement.

e) The Surviving Allottee hereby further agrees to keep indemnified and hereby indemnifies and keep harmless the Developer /Promoter and/or its successors in title of, from and against any loss, damages, demand, action, dispute, claim, costs, charges and expenses of any nature suffered or sustained by the Developer /Promoter due to any claim made or which may herein after be made on the said residential flat by any legal heir and representative of the Deceased Allottee and further agree to pay Developer /Promoter and/or its nominees and/or successors in title all cost, damages, charges and expenses arising due to claim of Deceased Allottee.

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

30. **Dispute Resolution:-** Any dispute between parties shall be settled

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

31. GOVERNING LAW

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

32. UNSOLD FLAT:

All unsold and/or unallotted flat(s)/premises/units, areas and spaces in the said new building /Project Land, including without limitation, parking spaces and other spaces shall always belong to and remain the property of the Developer /Promoter at all times and the Developer /Promoter shall continue to remain in overall possession of such unsold and/or unallotted flat(s)/premises/units and shall be entitled to enter upon the Project Land and the said new building to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer /Promoter may deem necessary. The Developer /Promoter shall without any reference to the Allotee/s, 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 flat(s)/premises/units and spaces therein, as it deems fit. The Developer /Promoter shall be entitled to enter in separate agreements with the purchasers of different flat(s)/premises/units in the said new building on terms and conditions decided by the Developer /Promoter in its sole discretion and shall without any delay or demur enroll the new Allotee/s as member/s of the said Society. The Allotee/s or the said Society shall not claim any reduction in the Total Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer /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 / apex bodies.

33. TRANSFER:

Only after payment of (i) minimum 50% (Fifty) percent of the total consideration by the Allottee/s and (ii) a term of 1/2 (one and a half) years (i.e. Eighteen Months) has elapsed from the Allotment Letter whichever is later from (i) and (ii), the Allottee/s may transfer his/her/their rights, title and interest in the residential flat under this Agreement to any third person/entity after obtaining prior written consent of the Developer /Promoter. Any such transfer by the Allottee/s shall be subject to the terms and conditions of this Agreement, relevant laws, notifications/governmental directions, the Allottee/s submitting documentary proof as may be required by the Developer /Promoter, payment of the monies due and payable by the Allottee/s under this Agreement and payment of applicable transfer / administrative fee plus taxes as may be agreed by the Developer /Promoter.

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 and subsequent Allottee/s of the residential flat in case of a transfer, as the said obligation go along with the residential flat for all intents

34. INDEMNIFICATION BY THE ALLOTTEE

The Allottee shall indemnify and keep indemnified the Developer /Promoter and hold the Developer /Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses, liabilities (including its professional fees in relation thereto) whatever nature incurred or suffered by the Developer /Promoter directly or indirectly due to (a) Any act and omission by the Allottee by making any change in the said residential flat, which may damage the said building or any warranty/guarantee given for water proofing and thereby make the Developer /Promoter liable.(b) impair enforcement or preservation of any right of the Developer /Promoter under this agreement.(c) any breach or default by the Allottee in performance of any or all of obligations under this agreement. (d) Any injury to any property or person or death of person howsoever arising related to use and occupation of the said residential flat, which is directly or indirectly result of negligence, act or omission of the Allottee or his agents, servants, tenants, guests, invitees or any person or entities under this control or (e) the Allottees non-compliance of any restrictions/instruction/manner for use and occupation of the said residential flat or any of the amenities/equipment within the said complex.

35. LIMITED RIGHT OF ALLOTTEE

35.1 The Developer /Promoter has agreed to sell and transfer only said residential flat to Allottee and Allottee has agreed to acquire and purchase only said residential flat from the Developer /Promoter, save and except the said residential flat Allottee hereby agree and admit that he will not have any claim interest or any other right interest on the Project land or part thereof. All other portions of the said Building and said Entire Property shall remain the property of the Developer /Promoter until transfer to the Organization or Apex Body by the Developer /Promoter.

35.2 The Allottee shall not have any claim, right or interest in respect of any common areas, amenities and facilities whatsoever in the said complex, including the open spaces, lobbies, staircases, common entrances, common passages/corridors, terraces, recreation areas, Sewage Treatment Plant, Electric Sub-Stations, save and except the right to use hereby expressly given to the Allottee in respect thereof.

35.3 The common areas, amenities and facilities in the said complex, including the open spaces, common entrances, common passages/corridors, lobbies, staircases, terraces, recreation areas, Sewage Treatment Plant, if any, Electric Sub- Stations shall be used in reasonable manner and only for the purposes for which the same are provided and the same shall be used in accordance with the rules and regulations as may be framed in this regard by the Developer /Promoter or the said Society.

35.4 The Allottee shall not use the common areas, amenities and facilities, or permit the same to be used for any purpose other than the purposes for which the same are intended, and the Allottee shall not commit any nuisance or do anything, which may cause disturbance or an annoyance to any other Allottees/occupants of the said Buildings.

35.5 The Allottee agrees not to change, user of the said residential flat without prior consent in writing from the Developer /Promoter which the Developer /Promoter will be entitled to refuse if it deem fit and any unauthorized change of the user of the said residential flat by the Allottee shall render this Agreement void/voidable at the option of the Developer /Promoter and the Allottee in that event shall not be entitled to any rights under or arising out of this Agreement.

35.6 Till the allottee is admitted as a member of the society, the right of the Allottee shall be confined only to the said residential flat. As per the Agreement for Development, the society agreed and undertake to admit the allottee as the Member of the Society on payment of the necessary charges. Accordingly, after receiving the Occupation Certificate and entire consideration as mentioned above the Allottee/s will be admit as a member of the society on payment of the necessary charges. The Developer /Promoter may become a member of the Society to the extent of all unsold and/or unallotted flat(s)/premises/units, areas and spaces in the said New Building.

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

Schedule Above Referred to

SCHEDULE- I

THE FIRST SCHEDULE REFERRED HEREINABOVE: DESCRIPTION OF THE PROJECT LAND

All that piece and parcel of land bearing Survey No.1000, Plot No. 1027(p) and Plot No. 1028, CTS No. 913B, admeasuring about 2540.40 Sq. Yards i.e., 2124.00 Sq. Meters, Bawa Praduman Singh Cross Road, Off M G Road, Mulund (West), Mumbai.

Bounded as follows:

On or towards East : By Bawa Praduman Singh Road

On or towards West : By CTS No 913 A

On or towards South : By Bawa Praduman Singh Cross Road

On or towards North : By CTS No 916

SCHEDULE - II

A self-contained residential flat bearing No. _____, _____ BHK, on the _____ Floor, admeasuring _____ square meters RERA carpet area together with _____ car parking space bearing parking No. _____, on _____ podium car parking in the new building to be known as “Om Nandanvan” to be constructed upon the Project Land which is more particularly mentioned in the First Schedule hereinabove.

SIGNED AND DELIVERED BY THE WITHIN NAMED

THE COMMON SEAL OF)
the within named “Developer /PROMOTER”)
OSCAR INFRASTRUCTURE PRIVATE LIMITED)
Through its Authorized Signatory)
Mr. Rahul J Joshi)



.....)
In the presence of)

- 1))
- 2))

SIGNED AND DELIVERED)
By the within named “ALLOTEE/S)
MR/MRS _____)

In the presence of)

- 1))
- 2))