

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai on this _____ day of _____, 2023 **BETWEEN M/S. ORIENT COMBINE**, a partnership firm registered under the Indian Partnership Act, 1932 having its registered address at 101, Vallabh Vihar, M. G. Road, Rajwadi, Ghatkopar (E) Mumbai 400077, (hereinafter referred to as the **PROMOTERS** (Which expression unless it be repugnant to the context or meaning thereof shall mean and include the partners constituting the firm for the time being and the survivors or the survivor of them and the heirs, executors, administrator and assigns of the last survivor of them) **OF THE ONE PART;**

AND

Mr. _____, adult, Indian Inhabitants of Mumbai having their address at _____, hereinafter referred to as **"THE ALLOTTEE/PURCHASER**(which expression shall, unless it be contrary to the context or meaning thereof mean and include their heirs, executors, administrators and assigns) **OF THE OTHER PART;**

WHEREAS: -

- A. The Maharashtra Housing and Area Development Authority (hereinafter referred to as the **Said Authority**) constituted under the Maharashtra Housing and Area Development Act. 1976 (Maharashtra Act XX VIII of 1977) was possessed of or otherwise well and sufficiently entitled to a piece or parcel of Plot of Land bearing Plot No. **NDR-4** reserved for residential use admeasuring 2313 square meters situated at Survey no. 14(part) - Tilak Nagar, Taluka Kurla, Chembur, Mumbai 400089 in the Registration Sub-District of Kurla, Mumbai Suburban District, and more particularly described in the First Schedule hereunder written and shown in the plan hereto appended **as Annexure-A** (hereinafter referred to as **"the Project**

- Land”).** The Project Land is comprised partly by C.T.S. No. 13 (part) of village Chembur and by C.T.S. 506 (part) of village Kirol, Taluka Kurla, Mumbai Suburban District.
- B. The said Authority had by public advertisement published in the newspaper in “LOKSATTA” dated 6-09-2001 invited tenders from the Societies for allotment of Plot of Land Being Plot No. NDR-4 reserved for residential use admeasuring 2313 square meters lying in the Estate of the Authority at Tilak Nagar, Chembur, Mumbai 400089 comprised in Survey No. 14 (part) C.T.S. No. 13 (part) of **village Chembur** and C.T.S. No. 506 (part) of **village Kirol**.
- C. In pursuance of the public advertisement published in the newspapers by the ‘Authority’, Smt. Dimple N. Gala had filed her tender on 03-10-2001 for purchase of the Project Land being an open land reserved under the residential use, for constructing, maintaining and locating for residential user purpose (hereinafter referred to as **“the said purpose”**)
- D. Since the tender being highest bidder of Rs. 666.67 per sq. ft, the Mumbai Housing and Area Development Board, a Regional Board of the said Authority (hereinafter referred to as **“the said Board”**) accepted the tender of Smt. Dimple N. Gala.
- E. In pursuance of the said decision, the Mumbai Housing and Area Development Board, vide its offer letter No. Dy.CO (EM-I) 352/03 dated 10-06-2003 issued the offer letter to Smt. Dimple N. Gala and requested her to make the payment of Rs.1,99,10,404/- (Rs. One Crore Ninety-Nine Lakhs Ten Thousand Four Hundred and Four only) towards premium and the Lease Rent at the rate of Rs.4,99,760/- (Four Lakhs Ninety-Nine Thousand Seven Hundred and Sixty Only) per year (per annum), on the terms and conditions hereinafter appearing and contained.
- F. In the meantime, Smt. Dimple N. Gala by her letter had requested the Mumbai Housing Board to transfer her interest in respect of Project Land in favour of the Promoters herein M/S ORIENT COMBINE, now the lessee of the Project Land.
- G. The Mumbai Housing Board had accepted the request of Smt. Dimple N. Gala vide letter No. Dy.CO (EM-1) BR-1/MB 1309 dated 12-11-2003 on the terms & Conditions referred therein.
- H. The Promoters in addition to Lease Premium have paid Rs.4,97,760/- towards Transfer Fee and complied with the terms and conditions reflected therein.
- I. The Promoters had agreed to take the Project Land admeasuring 2313 Square Meters on lease for the said term of thirty years at first instance out of the total period of 90 years lease with effect from the date of taking over the possession of the Project Land i.e. NDR-4 by them for the said purpose on the terms and conditions, rent and

covenants hereinafter contained.

- J. It was expedient and necessary to execute the indenture of lease in favour of the Promoters in pursuance of the above-mentioned decision of the Authority as agreed to.
- K. Before the execution of Deed of Lease in reference the Promoters have paid a total sum of Rs. 1,99,10,404/- (Rs. One Crore Ninety-Nine Lacks Ten Thousand Four Hundred and Four Only) towards premium (hereinafter called as the **said Lease Premium**) and Rs. 4,97,760/- (Rs. Four Lacks Ninety-Seven Thousand Seven Hundred and sixty only) towards the Lease Rent for or the period from May, 2004 to April, 2005 and also paid Rs. 2, 10,166/- (Rs. Two Lacks Ten Thousand One Hundred and Sixty-Six only) towards the transfer fee (the receipt of which the Authority did admit and acknowledge).
- L. In consideration of the said Lease Premium and the said Lease Rent for the period from May, 2004 to April, 2005 paid by the Promoters to the said Authority before execution of the Deed of Lease and in consideration of the rents and covenants therein reserved and contained the said Authority did demise by way of lease unto the Promoters herein the Project Land for a terms of 30 years at first instance out of total lease period of 90 years, and after the expiry of the said first term the said Authority shall extend the said lease in two further terms from the date of taking over the possession of the Project Land by the Promoters (hereinafter referred to as the **Commencement Date**), subject to the terms and condition therein mentioned and yielding and paying the said Lease Rent during the remaining term per annum.
- M. The said Deed of Lease dated 13-07-2004 has been registered under No. BDR-3/ 5967/2004 in the office of the Sub-Registrar Kurla-1, Mumbai Suburban District on 17-07-2004, and the Index-II in respect thereof had been also issued to the Promoters on 20/07/2004, and the Promoters have taken over the possession of the Project Land.
- N. The Promoters are seized and possessed of or otherwise well and sufficiently entitled to the said piece or parcels of land or ground which is more particularly described in the **First Schedule** hereunder written as the lessee of the said Authority, and the said lease is valid and subsisting as on the date hereof as also the lease rent in respect thereof is paid till the date by the Promoters.
- O. The Promoters have also completed the building No. 2 on the Project Land as per the plans approved by MHADA and/or Municipal Corporation of Greater Mumbai and have obtained the Occupation Certificate from MHADA and handed over the apartments therein to the purchasers. The said building No. 2 constructed by the Promoters is known by the name "Orient Regency building No. 2", and there are

some unsold flats therein of the Promoters.

- P. The Promoters have also got sanctioned the plans on project land in respect of building No. 1 on 27-04-2021 vide MHADA approval No. MH/EE/BPCell/GM/MHADA-25/818/2021 and the said sanctioned plan was amended for stilt plus 16 floors on **06-02-2023** vide sanction No. MH/EE/(B.P)/GM/MHADA-25/818/2023 and have already obtained the plinth CC vide sanction No. MH/EE/BP CELL/GM/MHADA-25/818/2021, dated 02-12-2021 in respect of the said building No. 1 to be constructed on the project land, from MHADA, and shall complete it as per the plans, specifications, elevations, sections etc. as approved by the said authority.
- Q. The Promoters as the lessee of the MHADA in respect of Project Land are entitled to construct the building No. 1 thereon in accordance with the sanction for stilt plus 16 floors by the authorities as hereinabove mentioned.
- R. There are no covenants affecting the project land in the lease deed or otherwise, or there are no impediments attached to the project land, as also save and except the required permissions for carrying out the development on the Project Land, no other special permission is required which may affect the title of the Promoters in the Project land also the said Project land is not mortgaged in any way to anyone.
- S. The Allottee is offered an Apartment bearing number _____ admeasuring _____ sq. meters RERA Carpet area on the _____ floor of the Building No. 1 (hereinafter called as the '**said Apartment**') being constructed on the Project Land.
- T. The Promoters have entered into standard Agreement with an Architect M/S Chandrakumar S. Ruparel registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- U. The Promoters has registered the Project in the name and style of "Orient Regency Building Number 1" under the provision of the Act with Real Estate Regulatory Authority at _____ No. _____; authenticated copy is attached in **Annexure "I"**.
- V. The Promoters have also appointed structural Engineer S. V. Patel & Associates for the preparation of the structural designs and drawings of the said building no. 1 and the Development shall be under the professional supervision of the said Architect and the structural Engineer till the completion of the building/buildings.
- W. By virtue of the said Deed of Lease dated 13-07-2004 the Promoters as the lessee of the project land have sole and exclusive right to sell the apartments in the said building No. 1 to be constructed by the Promoters on the Project Land and to enter into Agreement/s with the Allottee/s of the Apartments to receive the sale consideration in respect thereof.

- X. The Promoters declare that the Project Land is free from any encumbrances of whatsoever nature.
- Y. The Promoters have also got sanctioned stilt parking and the tower parking (Mechanical parking) in said building No. 1 and such parkings shall be allotted to the apartment purchasers in building No. 1 and Building No. 2 as desired by the promoters.
- Z. The Allottee has demanded from the Promoters and the Promoters have given the inspection to the Allottee of all the documents of title relating to the Project Land, the relevant orders, the approved plans, I.O.D./I.O.A, Commencement Certificate, designs and specifications prepared by the Promoters' Architect M/s. Chandrakumar S. Ruparel and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereafter referred to as "**the said Act**") and the Rules and Regulations made thereunder.
- AA. The authenticated copies of the certificate of title issued by the Advocate of the Promoters [**Annexure-B**], authenticated copies of the property card [**Annexure-C**] showing the nature of the title of the Promoter to the Project land on which Apartments are to be constructed are annexed herewith.
- BB. The authenticated copies of the plans of the layout of the building No. 1 as approved by the concerned local authority in respect of the building on the project land is **Annexure-D** hereto.
- CC. The authenticated copies of the plans and specifications of the apartment agreed to purchase by the Allottee, as sanctioned and approved by the Local authority are annexed hereto as **Annexure- E**,
- DD. The Promoters have also annexed hereto the copies of following documents:

Sr. No.	Particulars	Annexure
1	Car Parking Plan	'F'
2	I.O.A. and Commencement Certificate in respect of the Building No. 1	'G'
3	Amenities	'H'
4	RERA, 2016, Registration Certificate	'I'

- EE. The Promoters has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building no. 1 and shall obtain the balance approvals from various authorities from time to time so as to obtain Building Completion Certificate or Occupancy Certificate of the said building No. 1.
- FF. While sanctioning the said plans in respect of construction on the Project Land, the Municipal Corporation of Greater Mumbai/MHADA and the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the

Project Land and as per such sanctioned plans the Promoters have completed the building No. 2 on the Project Land and have obtained the Occupation Certificate in respect thereof and shall observed and perform the terms and conditions of sanctions for building No. 1 on the Project Land and upon due observance and performance of which only the completion or occupation certificate in respect of the said building No. 1 shall be granted by the concerned local authority.

GG. The Promoters have accordingly commenced construction of the said building in accordance with the said proposed plans.

HH. The Allottee has applied to the Promoters for allotment for an Apartment No. _____ on _____ floor (hereinafter called as the '**said Apartment**') in the said Building No. 1 being constructed on the Project Land and the carpet area of the said apartment is _____ square meter (Carpet Area as define by RERA)

II. 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;

JJ. Prior to the execution of these presents the Allottee has paid to the Promoters a sum of Rs. _____ (Rupees _____ Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

KK. The Promoters have registered the Project in the name and style of "Orient Regency Building Number 1" on the property described in the Schedule hereunder written, under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ under No. _____ allotted by the said Authority.

LL. Under section 13 of the said Act the promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these present and also to register said Apartment under the Registration Act, 1908.

MM. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee hereby agrees to purchase the said Apartment and said Parking space (if Applicable)

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

1. THE PROMOTERS TO CONSTRUCT:

1.1. The Promoters shall construct the building No. 1 thereon (hereinafter referred to as the **said Building**), which shall consist of stilt plus 16 upper floors on the Project Land in accordance with the plans, designs and specifications as approved and amended concerned local authorities from time to time.

1.2. The lay out plan showing the building No. 2 already constructed and the building No. 1 to be constructed on the Project Land, is **Annexure-D** hereto.

1.3. The Promoters shall always be entitled to amend the sanctioned plans for building No. 1 during the development and construct accordingly, as they may deem fit in their absolute discretion. **Provided that** the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications in the plan which may **adversely affect the Apartment of the Allottee except** any alteration or addition required by any Government authorities, Municipal Corporation of Greater Mumbai or any authority or due to any change in Law/ Development Control Regulations, 2034, or circulars under the applicable laws.

1.4. The Allottee in the said context agrees not to object to any alterations or additions in the building No. 1 which do not affect the Apartment of the Allottee, and the Allottee doth hereby give his irrevocable consent and also agrees to give henceforth such consent along with the other Allottees allowing the Promoters to make additions and alterations in the building No. 1 in the sanctioned layout plans and specifications required to be amended under the D. C. R. 2034 on the directions of the authorities.

1.5. NO REBATE FOR ALTERATION:

Provided also that the Allottee shall not be entitled to any rebate from the Promoters on account of any changes in the plan in respect of the Apartment of the Allottee, made with the consent of the Allottee.

1(a) **APARTMENT AND THE PARKING SPACE AGREED TO BE PURCHASED BY THE ALLOTTEE:**

i) **Apartment:**

The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee Apartment bearing number _____ of the type _____ admeasuring _____ sq. meters RERA Carpet area on ____ floor of the Building Number One on the Project Land, which Apartment is described firstly in the **Second Schedule** hereunder written and as shown in the Floor plan thereof annexed and marked as **Annexure-‘E’ hereto** [hereinafter referred to as the **said Apartment**], for the consideration of Rs. _____/- (Rs. _____ only), which is inclusive of the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the **common areas** and facilities which are more particularly described in the **Third Schedule** annexed herewith.

ii) **The Covered parking:**

The Allottee also hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee the **covered parking** space bearing No. _____ situated in the stilt of the building No. 1/_____ number of mechanical car parking space(s) in parking tower attached to building number 1 and as shown on the plan thereof being **Annexure-F** hereto (hereinafter referred to as the **said parking space**), to be constructed in the building No. 1 on the Project Land, for the consideration of Rs. _____/- (Rupees _____ Only)/The said consideration for allotment of Apartment is inclusive of the value of the covered parking space /tower parking purchased by the Allottee.

1(b) **TOTAL CONSIDERATION:**

Thus, the total aggregate consideration amount for the purchase of the said Apartment including the said covered parking space in the stilt /in the tower parking is Rs. _____/- (Rs. _____ only)

1(c) **MANNER OF PAYMENT OF CONSIDERATION:**

The Allottee has paid on or before execution of this Agreement the sum of Rs. _____/- (Rs. _____ only) to the Promoters (which is not exceeding 10% of the said total consideration hereinabove mentioned) as an advance payment or application fee, and the Allottee doth hereby agrees to pay to the Promoter the balance amount of the consideration Rs. _____/- (Rs. _____ only) in the following manner: -

Sr. No.	Particulars																																																						
i.	Amount of Rs. _____ (Rupees _____ Only) to be paid to the promotor within _____ days after the execution of this agreement. (Not exceeding 30% of the total consideration)																																																						
ii	Amount of Rs. _____ (Rupees _____ Only) to be paid to the promotor on completion of the Plinth of the building in which the said Apartment is located. (Not exceeding 45% of the total consideration)																																																						
iii	<p>Amount of Rs. _____ (Rupees _____ Only) (Not exceeding 70% of the total consideration) to be paid by the Allottee to the Promoters on completion of the slabs of the building No. 1 in which the said Apartment is located, and which amount is sub-divided as under:</p> <table border="1" data-bbox="516 1123 1351 2091"> <thead> <tr> <th data-bbox="516 1123 649 1177">Sr. No.</th> <th data-bbox="649 1123 899 1177">Amount</th> <th data-bbox="899 1123 1351 1177">On Completion of</th> </tr> </thead> <tbody> <tr><td>a)</td><td></td><td>Stilt Floor Slab</td></tr> <tr><td>b)</td><td></td><td>First Floor Slab</td></tr> <tr><td>c)</td><td></td><td>Second Floor Slab</td></tr> <tr><td>d)</td><td></td><td>Third Floor Slab</td></tr> <tr><td>e)</td><td></td><td>Fourth Floor Slab</td></tr> <tr><td>f)</td><td></td><td>Fifth Floor Slab</td></tr> <tr><td>g)</td><td></td><td>Sixth Floor Slab</td></tr> <tr><td>h)</td><td></td><td>Seventh Floor Slab</td></tr> <tr><td>i)</td><td></td><td>Eight Floor Slab</td></tr> <tr><td>j)</td><td></td><td>Ninth Floor Slab</td></tr> <tr><td>k)</td><td></td><td>Tenth Floor Slab</td></tr> <tr><td>l)</td><td></td><td>Eleventh Floor Slab</td></tr> <tr><td>m)</td><td></td><td>Twelfth Floor Slab</td></tr> <tr><td>n)</td><td></td><td>Thirteenth Floor Slab</td></tr> <tr><td>o)</td><td></td><td>Fourteenth Floor Slab</td></tr> <tr><td>p)</td><td></td><td>Fifteenth Floor Slab</td></tr> <tr><td>q)</td><td></td><td>Sixteenth Floor Slab</td></tr> </tbody> </table>	Sr. No.	Amount	On Completion of	a)		Stilt Floor Slab	b)		First Floor Slab	c)		Second Floor Slab	d)		Third Floor Slab	e)		Fourth Floor Slab	f)		Fifth Floor Slab	g)		Sixth Floor Slab	h)		Seventh Floor Slab	i)		Eight Floor Slab	j)		Ninth Floor Slab	k)		Tenth Floor Slab	l)		Eleventh Floor Slab	m)		Twelfth Floor Slab	n)		Thirteenth Floor Slab	o)		Fourteenth Floor Slab	p)		Fifteenth Floor Slab	q)		Sixteenth Floor Slab
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iv	Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Apartment. (Not exceeding 75% of the total consideration)																																																						

v	Amount of Rs. _____ (Rupees _____ _____ Only) to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment. (Not exceeding 80% of the total consideration)
vi	Amount of Rs. _____ (Rupees _____ _____ Only) to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located. (Not exceeding 85% of the total consideration)
vii	Amount of Rs. _____ (Rupees _____ _____ Only) to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located. (Not exceeding 95% of the total consideration)
viii	Balance Amount of Rs. _____ (Rupees _____ _____ Only) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.
<p>Provided that if the works mentioned in the said clause numbers (3), (4), (5) and (6) are carried out simultaneously with the casting of the said slabs, the Promoters may prepone the bills in respect thereof to the Allottee for their payments, to the Promoters, earlier than due as per the above provision.</p>	

The First Charge:

It is however provided that:

- i) The Promoters shall have first charge and lien over the said Apartment and/or the parking space against the outstanding consideration and permitted increases and the taxes, upon the failure of the Allottee to pay the same to the Promoters.
- ii) Any delay tolerated or indulgence shown in giving time for said payment by the Promoters shall not be construed as a waiver or acquiescence on the part of the Promoters and shall not in any manner prejudice the rights of the Promoters in this respect.

1(d) **TAX LIABILITY ON CONSTRUCTION OF THE APARTMENT ETC.:**

The abovementioned total consideration which is mentioned hereinabove is **exclusive of Taxes** viz. the Goods and Sales Tax (GST), Service Tax, Cess, or any other similar taxes levied or which may be levied, in connection with the construction of the said Apartment and in respect of carrying out of the Project on the Project Land upto the date of handing over the possession of the Apartment and/or the covered parking.

It is provided that:

- i) The said total consideration being exclusive of the taxes, the Allottee shall be liable to pay the same to the Promoters and/or the concerned authorities, as the case may be, as also the Allottee shall be liable to pay any service taxes and/or charges or other taxes etc. whatsoever payable or which shall be made payable in accordance with the relevant laws in respect of and in connection with said Apartment and/or the covered parking, or the construction of and carrying out the project on the Project Land .
- ii) The Allottee shall also be liable to pay any penalty and interest thereon already accrued or which may accrue on account of the failure of the Allottee to pay the same in time.
- iii) In the event of such failure on the part of the Allottee to pay the said taxes, the Promoters shall have legal charge over the said Apartment and/or the said Stilt/covered parking/tower parking as also shall have right to withhold the possession of the same with the Promoters, until the said taxes which have become payable by the Allottee, or which have been accrued are fully paid off to the Promoters or to the concerned authorities, as the case may be, by the Allottee.
- iv) In view of the above consent of the Allottee in respect of the said taxes payable by the Allottee, it **is agreed by the Allottee that:**
 - a) The Allottee hereby agrees that in case the Government of Maharashtra or the Central Govt. applies any other tax on the sale of Apartment, and said stilt covered parking/tower parking space etc., the Allottee shall pay to the Promoters the same immediately on demand being made by the Promoters, and until such time the same shall remain unpaid or deposited by the Allottee in a separate account with the Promoters, the Allottee shall not be entitled to be put in physical possession of the said Apartment and said stilt covered parking/tower parking space.
 - b) It is expressly agreed that the legal obligation and liability to pay or to make any contributions towards the aforesaid

said taxes on sale of Apartment and said stilt covered parking/tower parking space, shall be upon the Allottee along with interest and penalty thereon, if any; and any loss or damage arising to the Promoters on account of non-payment thereof in time or otherwise, shall be reimbursed by the Allottee to the Promoters on demand,

c) The time for payment of the taxes such as Goods and Service Tax (GST) or any other leviable taxes including interest and penalty, if any, thereon is the essence of the contract.

d) The Promoters shall forward to the Allottee an intimation /the notice of demand of taxes received by them from the concerned Authorities calling upon the Allottee to pay forthwith the amounts demanded under such intimation notice without any demur, to the Promoters: and the Allottee shall be bound to pay the said amount within seven days of the Allottee receiving such intimation/ notice in writing by a registered post acknowledgement due or through email at the address of the Allottee, or by personal delivery on the person of the Allottee.

e) The Promoters will keep the account of the such taxes payable by the Allottee, the original of the demand notice received from the authorities open for inspection by the Allottee at the office of the Promoters and such notice shall be conclusive and binding upon the Allottee and the Allottee agrees not to dispute the same and

f) In spite of the demand, on the Allottee committing three (3) defaults in payment of the abovementioned taxes including the interest and penalty, thereon, if any, the Promoters shall be entitled at their own option to terminate this Agreement, and return the payments made by the Allottee, to the Allottee, with interest as prescribed by the said Maharashtra Rules, that is the rate of interest shall be the State Bank of India Highest Marginal Cost of lending plus 2 (two) percent, or as provided in Rule No. 18 of the Maharashtra Rules.

1(e) **NO ESCALATION IN TOTAL CONSIDERATION:**

The Total Price is escalation-free, **save and except** escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Municipal Corporation of Greater Mumbai, MHADA, competent authority, Local Bodies, /Government etc. from time to time.

The Promoters undertake and agree that while raising a demand on the Allottee in respect of the increase in development charges, cost, or levies imposed by the Municipal Corporation of Greater Mumbai, competent authority, Local Bodies/Government etc., the Promoters shall enclose the notification/ order/ rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall also only be applicable on subsequent payments.

1(f) **REBATE AT THE OPTION OF THE PROMOTERS FOR AN EARLY PAYMENT:**

The Promoters may allow, in their sole discretion, a rebate for early payments of instalments payable by the Allottee, by discounting such early payments @ ____ % 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 Promoters.

1(g) **CONFIRMATION OF FINAL CARPET AREA OF THE APARTMENT:**

The Promoters shall confirm the final carpet area of the Apartment and/or the parking space that has been allotted to the Allottee, after the construction of the building is complete and the occupancy certificate is granted by the competent authority by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the final carpet area shall be recalculated upon confirmation of the carpet area by the Promoters.

If there is any reduction in the carpet area within the said defined limit, then The Promoters shall refund the excess money paid by the Allottee, to the Allottee within 45 (forty-five) days with an annual interest at the rate of State Bank of India Highest Marginal cost of lending plus 2(two) percent, from the date when such excess amount was paid by the Allottee, and if there is any increase in the carpet area allotted to the Allottee, the Promoters shall demand additional amount from the Allottee on or before the possession of the Apartment and/or the covered parking to the Allottee. All these monetary adjustments shall be made at the same rate per square meter, as agreed hereinabove.

1(h) **AUTHORIZATION TO THE PROMOTERS TO ADJUST/ APPROPRIATE PAYMENTS:**

The Allottee authorizes the Promoters to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name, as the Promoters may in their sole discretion deem fit, and the Allottee undertakes not to

object/demand/direct the Promotor to adjust his payment in any manner.

2.1 COMPLIANCE OF THE STIPULATIONS ETC. OF THE AUTHORITIES BY THE PROMOTERS:

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

2.2 TIME THE ESSENCE OF CONTRACT:

Time is essence of the contract for the Promoters as well as for the Allottee. Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee, and the common areas to the Association of the Allottee after receiving the occupancy certificate or the completion certificate or both, as the case may be, and similarly, the Allottee shall **make timely payments** of the instalment and other dues payable by him and meeting the other obligations under this Agreement subject to simultaneous completion of construction by the Promoters as provided hereinabove ("Payment plan").

3. DECLARATION AS TO FLOOR SPACE INDEX/TDR ETC.:

The Promoters hereby declares that the Floor Space Index available as on date in respect of the Project Land is 9367.65 square meters only including the fungible FSI, and the Promoters have planned to utilize Floor Space Index and by availing the TDR or FSI available on payment of premiums, or the FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation, or the FSI based on expectation of increase on the FSI which may be available in future on modification to Development Control Regulations, 2034 which are applicable to the said Project. The Promoters have disclosed the Floor Space Index as proposed to be utilized by them on the Project Land, and the Allottee has agreed to purchase the said Apartment from the Promoters based on the proposed construction to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall absolutely belong to The Promoters only.

4.1 PENALTY ON THE DEFAULT OF THE PROMOTERS IN COMPLETING THE PROJECT:

If the Promoters fail to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the

Promoters agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the said Rule that is State Bank of Indian Highest Marginal Cost of Lending plus 2(two) percent, or as provided in the paragraph No. 18 of the Maharashtra RERA, 2017 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 Promoters, interest as specified in the said Rule, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoters.

4.2 **PENALTY ON THE DEFAULT OF THE ALLOTTEE IN PAYING THE TOTAL CONSIDERATION**

Without prejudice to the right of The Promoters to charge **interest in terms** the preceding clause, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including the Allottee' proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing **three defaults** of payment of instalments, the Promoters at his own option **may terminate this Agreement.**

i **NOTICE OF TERMINATION:**

Provided that, The Promoters shall give notice of fifteen days in writing to the Allottee, by registered post acknowledgment Due (AD) at the address provided by the Allottee and mail it 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 this Agreement. If the Allottee **fails to rectify** the breach or breaches mentioned by the Promoters **within the period of notice** then at the end of such notice period, the Promoters shall be **entitled to terminate** this Agreement.

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

iii **ACQUIESCENCE:**

Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoters shall not be

construed as a waiver or acquiescence on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee and shall not in any manner prejudice the rights of the Promoters.

5. **THE STANDARD QUALITY OF MATERIALS AND AMENITIES:**

The fixtures and fittings, the flooring and sanitary fittings, and amenities like one or more lifts with particular brand, or price range (if unbranded) shall be provided by the Promoters in the said building and the Apartment as are set out in Annexure "H", annexed hereto.

6. **POSSESSION OF THE APARTMENT:**

The Promoters shall give possession of the Apartment to the Allottee on or before _____ day of _____ 20___. If the Promoters fail or neglect to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by them in respect of the Apartment **with interest** at the same rate as mentioned in the said rule in the clause herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time [with RERA extension] for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

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

7.1 **PROCEDURE FOR TAKING POSSESSION:**

- (i) The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per this Agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken **within 3 months** from the date of issue of such notice, and the Promoters shall give possession of the Apartment to the Allottee.
- (ii) The Promoters agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters.
- (iii) The Allottee agrees to pay the maintenance charges as determined by the Promoters or Association of the Allottees, as the case may be, which are hereinafter mentioned. The Promoters on their behalf shall offer the possession to the

Allottee in writing **within 7 days** of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the Apartment **within 15 days** of the written notice from the Promoters to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 **FAILURE OF THE ALLOTTEE TO TAKE POSSESSION OF APARTMENT:**

Upon receiving a written intimation from the Promoters as per the preceding clause, the Allottee shall take possession of the Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided as hereinabove written, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 **THE DEFECT LIABILITY PERIOD:**

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

8. **USE OF THE APARTMENT FOR THE DESIGNATED PURPOSE:**

The Allottee shall use the Apartment or any part thereof or permit the same to be used only for the purpose of residence. The Allottee shall use the parking space only for purpose of keeping or parking of his vehicle.

9. **THE ALLOTTEE TO JOIN IN FORMATION OF THE ORGANIZATION OF THE ALLOTEES:**

The Promoters shall submit the application for registration of a co-operative society or apartment ownership association or a limited company (for short the Legal Entity) of the Allottees in the building Nos. 1 on the project land including the Allottee herein, in the name as the Promoters may deem fit, within 3 (three) months from 51% purchasers have booked their apartments in building No. 1 on the Project land, to be known by such name or names as the Promoters may decide.

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 Promotor may decide and for this purpose also from time to time to time the Allottee shall sign and execute the application for the registration of the Legal Entity and shall sign other papers and documents necessary for the formation of Legal Entity or entities and for becoming the member, including signing of the Bye-Laws of the proposed Legal Entity and should duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register such Legal Entity. No objection shall be taken by the Allottee if any changes or modifications are made in the draft Bye-Laws, or the Memorandum of one society or separate society, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority.

The Allottee is well aware that Building no. 2 is already constructed and thereby occupation certificate is also obtained. It shall be at the sole discretion of the Promoter to form Society or Legal Entity for building no. 2 and the Allottee along with the other Allottee(s) of the apartments in the building no. 1 shall join in forming and registering the cooperative society to be known by such name as the Promoters may decide and for this purpose the Allottee also from time to time sign and execute the necessary applications and/or other papers and documents necessary for the formation and registration of the co-operative society including the bye laws of the proposed society and duly fill in, sign and hand over to the Promoters. And such fact is being brought to the clear knowledge and notice of the Allottee herein and the Allottee has granted his/her express and irrevocable consent for the same and agree and assure to grant his/her sincere and utmost cooperation in formation such cooperative housing societies/ Legal Entity and its conveyances thereof and shall not raise objection, hindrances and claims of any nature whatsoever.

9.1 TRANSFER/CONVEYANCE OF PROJECT LAND TO THE ORGANIZATION OF THE ALLOTTEE:

The Promoters shall within three months of the registration of the Society or legal entity as aforesaid cause to be transferred to the Society or legal entity their right, title and interest in the structure of the building and/or wing or wings in which the apartment is situated.

9.2 The Promoters shall within three months of the registration of the legal entity as aforesaid cause to be transferred to the legal entity their all right, title and interest in the project land on which the said building with multiple wings or buildings are constructed.

9.3 MAINTENANCE OF THE APARTMENT AFTER NOTICE OF POSSESSION BY THE PROMOTERS TO THE ALLOTTEE:

Within 15 days **after** notice in writing is given by the Promoters to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the Project Land and building/s namely the lease rent in respect of the Project Land, 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 Legal Entity of apartment takers is formed and the said building No. 1 is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Allottee **further agrees** that till the Allottee's share is so determined the Allottee shall pay to the Promoters provisional contribution of Rs. _____ per month towards the outgoing. The amounts so **paid by** the Allottee to the Promoters shall not carry any interest and remain with the Promoters until the assignment of lease of the structure of the buildings is executed in favour of the Legal Entity in the manner as aforesaid. On such assignment of lease being executed for the building/s, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Legal Entity as registered in the manner aforesaid, as the case may be.

10. **CERTAIN DEPOSITS TO BE MADE WITH THE PROMOTERS:**

The Allottee shall on or before delivery of possession of the Apartment keep deposited with the Promoters, the following amounts: -

Sr. No.	Particulars
(i)	Rs. _____ share money, application entrance fees of the Society/ Legal Entity.
(ii)	Rs. _____ for formation and registration of the Society/Legal Entity.
(iii)	Rs. _____ for proportionate share of taxes and other charges/levies in respect of the Society/legal entity
(iv)	Rs. _____ for deposits towards provisional monthly contribution towards outgoing of legal entity
(v)	Rs. _____ for Deposit towards Water, Electric, Piped Gas and other utility and services connection charges
(vi)	Rs. _____ for deposits of electrical receiving and substation provided in layout
(vii)	Rs. _____ towards development charges.

11. The Allottee shall pay to the Promotor a sum of Rs. _____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoters in connection with formation of the Legal Entity and for preparing its rules, regulations and Bye-Laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. **STAMP DUTY AND REGISTRATION CHARGES ON ASSIGNMENT OF LEASE:**

At the time of registration of assignment of the Lease of the Project Land, the Allottee shall pay to the Promoters, the Allottee's share of stamp duty on such deed of assignment of lease and registration charges payable by legal entity thereon, to be executed in favour of the legal entity. At the time of registration of the deed of conveyance of the building on the project land, the Allottee shall pay to the Promoters, the Allottee's share of stamp duty and registration charges payable by the legal entity on such conveyance in respect of structure on the project land to be executed in favour of the legal entity.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:**

The Promoters hereby represent and warrant to the Allottee as follows:

- (i) The Promoters have clear and marketable title with respect to the Project Land; as declared in the title certificate annexed to this Agreement as Annexure-B, and have 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 Promoters have 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, if any;
- (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; if any
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said buildings 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 buildings yet to be obtained shall be obtained by following due process of law, and the Promoters shall, at all times, remain to be in

compliance with all applicable laws in relation to the Project, Project Land, Building and common areas;

- (vi) The Promoters have the right to enter into this Agreement and have 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 Promoters have not entered into any agreement for lease, sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land including the Project and the said Apartment, which will in any manner affect the rights of the Allottee under this Agreement;
- (viii) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the deed of assignment of lease in respect of the Project Land and conveyance of the building/s thereon to the Legal Entity of the Allottees, the Promoters, shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to registered Legal Entity;
- (x) The Promoters have 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 Project Land) has been received or served upon the Promoters in respect of the Project Land and/or the Project except those disclosed in the title report.

14. GENERAL COVENANTS BY THE ALLOTTEE WITH THE PROMOTERS:

The Allottee himself with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoters as follows:

- (i) **To maintain** the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or Bye-Laws, or change/alter or make addition in

or to the building in which the Apartment is situated and the Apartment or any part thereof without the consent of the local authorities, if required.

- (ii) **Not to store** in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (iii) **To carry out** at his own cost all internal **repairs** to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and Bye-Laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) **Not to demolish** or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances 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 Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoters and/or the Society or the Limited Company.
- (v) **Not to do or permit** to be done any act or thing **which may render void** or voidable any insurance of the Project Land and the building in which the Apartment is situated or any part

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 Apartment in the compound or any portion of the Project Land and the building in which the Apartment is situated.
- (vii) **Pay to the Promoters** within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- (viii) **To bear and pay increase** in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- (ix) The Allottee **shall not let**, sub-let, transfer, assign or part with the interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up.
- (x) The Allottee shall **observe** and perform all the rules and regulations which the said Legal Entity may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Legal Entity regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings **in** accordance with the terms of this Agreement.
- (xi) Till the conveyance of the structure of the building in which Apartment is situated is executed in favour of the Legal Entity, the Allottee shall permit the Promoters 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.
- (xii) Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of the Legal

Entity, the Allottee shall permit the Promoters 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

(xiii) MECHANICAL CAR PARKING SYSTEM IN PARKING TOWER:

- a) The Purchaser(s) herein agree/s and confirm/s that said Parking Space(s), if allotted shall be used for parking of the motor vehicles only and shall be used for lawful purposes only and for no other purpose and that no alteration and/or modification and/or construction of any nature shall be carried out in the Parking Space(s).
- b) Purchaser(s) is/are aware that the said Parking Space(s) is/are provided by the Promoters will be bound to abide with the rules and regulations as may be framed in regard to the said Parking Space(s) by the Promoters and/or legal entity to be formed by all the purchasers of apartments in the building on the said Project and shall pay such outgoings in respect of the Parking Space(s) as may be levied by such legal entity to be formed.
- c) The Purchaser(s) herein agree/s and confirm/s that he/she/they shall not raise any objection to the designation/ selections of parking done/ to be done by the Promoters for other purchasers and accept designation of the Parking Space(s) if allotted to the Purchaser(s) herein
- d) The Purchaser(s) acknowledge/s and understand/s that the car parking spaces that will be provided for in the said Parking Tower shall be in the form of an automated stack, mechanical pit or tower parking system or any other form of automated or mechanical parking wherein, there may be or may not be any specific identified spot/place which may be earmarked for a particular occupant of premises/flat and which shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as the "Mechanical Parking").
- e) The Purchaser(s) is/are aware that such Mechanical Parking involves or may involve operation of one or more automated machine/s for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Purchaser(s) acknowledge/s that the Purchaser(s) has/have no objection to the same. The Purchaser(s) is/are aware that such Mechanical Parking may also require a valet system by appointment of qualified drivers and parking operators, for ease of parking and

removing of vehicles from the parking slots in the Mechanical Parking system.

f) The Purchaser(s) hereby confirm/s that the Purchaser(s) has/have no objection to the aforesaid and that the Purchaser(s) shall not park his/her/their car/s at any other place other than specifically designated for the parking of the vehicles of the Purchaser(s). The Purchaser(s) hereby agree/s and undertake/s that the Purchasers shall bear the costs and expenses of the maintenance of such Mechanical Parking system along with the said Parking Tower and also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Purchaser/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising.

g) The Promoters shall allot all apartments, car parking, etc. intended to be constructed on the said Project Land with a view ultimately that the purchasers/allottees of all the apartments, car parking etc., in the said Project shall be admitted to the Legal Entity. It is agreed and clarified that Promoters shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the apartments, car parking, etc. separately and independently and the purchasers/allottees of all the apartments, car parking, etc. in the said Project shall be admitted to the Organisation.

15. THE PROMOTERS TO MAINTAIN SEPARATE ACCOUNTS OF THE SUMS RECEIVED FROM THE ALLOTTEE:

The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Legal Entity 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 I law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the said structure of the

building is transferred to the Legal Entity as hereinbefore mentioned.

17. THE PROMOTERS NOT TO MORTGAGE OR CREATE A CHARGE IN RESPECT OF APARTMENT:

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

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters 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 Promoters. If the Allottee fails to execute and deliver to the Promoters 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 Promoters, then the Promoters 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 apartment 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 TO BE APPLICABLE TO SUBSEQUENT THE ALLOTTEE

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations

arising herein in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment 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 Allottees in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

24. **FURTHER ASSURANCES**

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

25. **PLACE OF EXECUTION**

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

26. **PRESENTATION OF AGREEMENT FOR REGISTRATION:**

The Allottee shall present this Agreement and the Legal Entity shall present the Deed of assignment of lease and the conveyance of the building/s thereon to the legal entity at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

27. **SERVICE OF NOTICES:**

All notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post A.D and notified Email ID at their respective addresses specified below:

(i) **Name of The Allottee:** _____

Address : _____

Notified Email ID: _____

(ii) **Promoters name: M/s. Orient Combine**

Address : 101, Vallabh Vihar, M. G. Road,
Rajawadi, Ghatkopar (east),
Mumbai – 400 077

Notified Email ID: _____

(iii) **Change in Address:**

It shall be the duty of the Allottee and the Promoters 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 Promoters or the Allottee, as the case may be.

28. **COMMUNICATION WITH THE JOINT ALLOTTEES**

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

29. **STAMP DUTY AND REGISTRATION:**

The Charges towards Stamp Duty and Registration of this Agreement shall be borne by the Promotor.

30. **DISPUTE RESOLUTION: -**

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

31. **GOVERNING LAW**

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

- 32(a) It is agreed by the Allottee/s that he/they shall not object to the allotment of the apartments for use of banks, dispensaries, Nursing home, educational purpose as allowed under the DCR, 2034 for Greater Mumbai: as also the Allottee shall not object to the Promoters using the building no. 1 for any advertising purpose, till the Apartments are handed over to the purchasers in accordance with RERA 2016 and MAHARERA Rules, 2017.
- 32(b) The Promoters shall be entitled to sell the Apartments in the building on the Project Land to banks, Dispensaries, poly clinics, coaching classes etc. as allowed under the DCR of Greater Mumbai, 2034 the Allottee shall not object to the same
- 32(c) **Unsold Apartments:** Till the assignment of lease of the Project Land and conveyance of the building/s thereon is made in favour of the Legal Entity of the Apartment the Allottees the incomplete development, the balance FSI and all amenities appertaining thereto on the Project Land shall be subject to the overall authority and control of the Promotor, and after the said assignment of lease and the conveyance of building/s as also after the said conveyance the unsold Apartments and premises shall continue to belong to the Promoters
- 32(d) Till the said lease is assigned and the conveyance is made in favour of the Legal Entity the Promoters shall have right to give on hire any open spaces or terraces with raised support or erection / construction of whatever nature for advertising purpose for their own benefits on the terms and conditions as the Promoters may dim fit, and the Allottee shall not be entitled to claim any return or benefit in respect of the same to which the Allottee shall not object.
- 32(e) The Promoters is entering into similar separate agreements with several other Allottee for the sale of Apartment/Parking Space in the said building/s.
- 32(f) The Promoters shall be entitled to transfer the project to Third Party on the consent of the 2/3 (two-third Allottees excluding the Promoters, and with the prior written approval of the Authority. Provided that such transfer shall not affect the allotment or sale of the Apartments, in the Real Estate Project made by the erstwhile The Promoters. Provided further that (section 15(2))
- 32(g) **SUBJECTION TO ACTS:** This Agreement shall always be subject to the provisions of Real Estate Act, read with Maharashtra RERA Rules, 2017 and applicable provisions of MOFA, 1963 and the Rules thereunder.
- 32(h) **AWARENESS OF THE CONTENTS OF THE AGREEMENT:**
The Allottee hereby declares that he has gone through the agreement and all the documents related to the Project Land and the premises purchased by the Allottee and has expressly understood the contents, terms and conditions of the same and the Allottee after being fully satisfied has entered into this Agreement.

32(i) PROFESSIONAL FEES:

All out of pocket costs, charges, legal & professional fees and expenses of and incidental to this Agreement shall be paid by the Allottee. If due to any changes in Government Policy and by virtue of the same if any charges and/or any other taxes/rates are levied the same shall be also paid by the Allottee.

32(j) DISCLAIMER:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, in enforcing the terms of this Agreement.

32(k) LIMITED INTEREST OF THE ALLOTTEE:

The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him; and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, unsold flats, balance FSI etc. will remain the property of the Promoters until the lease of the Project Land along with the building standing thereon is transferred to the Legal Entity as provided in RERA, 2016 and Maharashtra RERA Rules, 2017.

32(l) RECITALS:

The recitals hereinabove mentioned shall form the integral part of this Agreement.

32(m) The phrases in this Agreement shall be interpreted as defined in RERA, 2016, M.RERA, 2017 and D.C.R., 2034 for Greater Mumbai.

32(n) INTERPRETATION:

- i)** In this Agreement the words used in singular and/or plural form shall be understood with reference to the context of the Allottee or the Allottees being in singular or in plural, and the sentences concerned with it shall be understood accordingly.
- ii)** The word 'he' shall include 'She' where the context in which it has been used requires.
- iii)** The word "his" shall include 'her', or their where the context in which it has been used requires.
- iv)** Where the Allottees are in plural the phrases, conjunctions, sentences and references used in the agreement shall be understood accordingly.
- v)** 'Legal Entity' means co-operative Society or the condominium of the Allottees or a limited company, as the case may be, registered by the Promoters as mentioned in this Agreement, and it shall be read and construed accordingly.
- vi)** The grammatical errors shall not affect this Agreement, and they shall be read in harmony with the objects of this Agreement.
- vii)** The RERA carpet area means the carpet as defined in section 2(k) RERA, 2016

THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO

ALL THAT pieces or parcels of the leasehold Plot of Land or ground bearing No. **NDR-4**, comprising of **CTS No. 13 (pt)** of **village Chembur**, Taluka Kurla, Mumbai Suburban District being the major part **and** CTS No. **506 (part)** of village **Kirol**, Taluka Kurla, Mumbai Suburban District together admeasuring **2313 sq. mtrs.** forming part of the larger land in revenue survey No. 14(pt), Tilak Nagar, Taluka Kurla, M.S.D. within the Registration Sub-District Kurla, Mumbai Suburban District and as shown in the lay-out plan being an Annexure - 'A' hereto and which is bounded as under:

On or towards the North : By Building No.84
 On or towards the West : By Building No. 80
 On or towards the South : By Building No. 81
 On or towards the East : By Building No. 85

THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO

FIRSTLY:

The Apartment bearing No._____ admeasuring _____ sq. mtrs. RERA carpet on the ____ floor of the Building No. 1 as shown in the floor plan thereof being **Annexure 'E'** hereto.

SECONDLY:

The parking space_____ in the stilt/tower parking in the building No. 1 on the project land as shown in the plan thereof being **Annexure 'F'** hereto, being constructed on the Project land which land is described in the First Schedule above written.

THIRD SCHEDULE ABOVE REFERRED TO

[common Areas]

Following are the common areas as mentioned in the second-2(n) of the Real Estate (Regulation and Development) Act, 2016

- (i) the entire Project Land;
- (ii) the stair case, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of the building;
- (iii) the common terraces, play areas, open parking areas;
- (iv) Society's office premises, watchmen cabins and their common shelter;
- (v) installations of central services such as electricity, gas and water lines, the system for water conservation and renewable energy;
- (vi) the overhead and underground water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (vii) All community facilities for members of the Society;
- (viii) all other portion of the project necessary or convenient for the maintenance, safety, etc; and in common use;

IN WITNESS WHEREOF the parties hereto have here unto put their respective hands and the seal on the day and year first herein above written.

SIGNED, SEALED AND DELIVERED)
By the withinnamed "**THE PROMOTERS**")
M/S. ORIENT COMBINE)
represented by its partners viz)

1. Mr. Ramesh S. Patel)

2. Mr. Anil J. Bhayani)

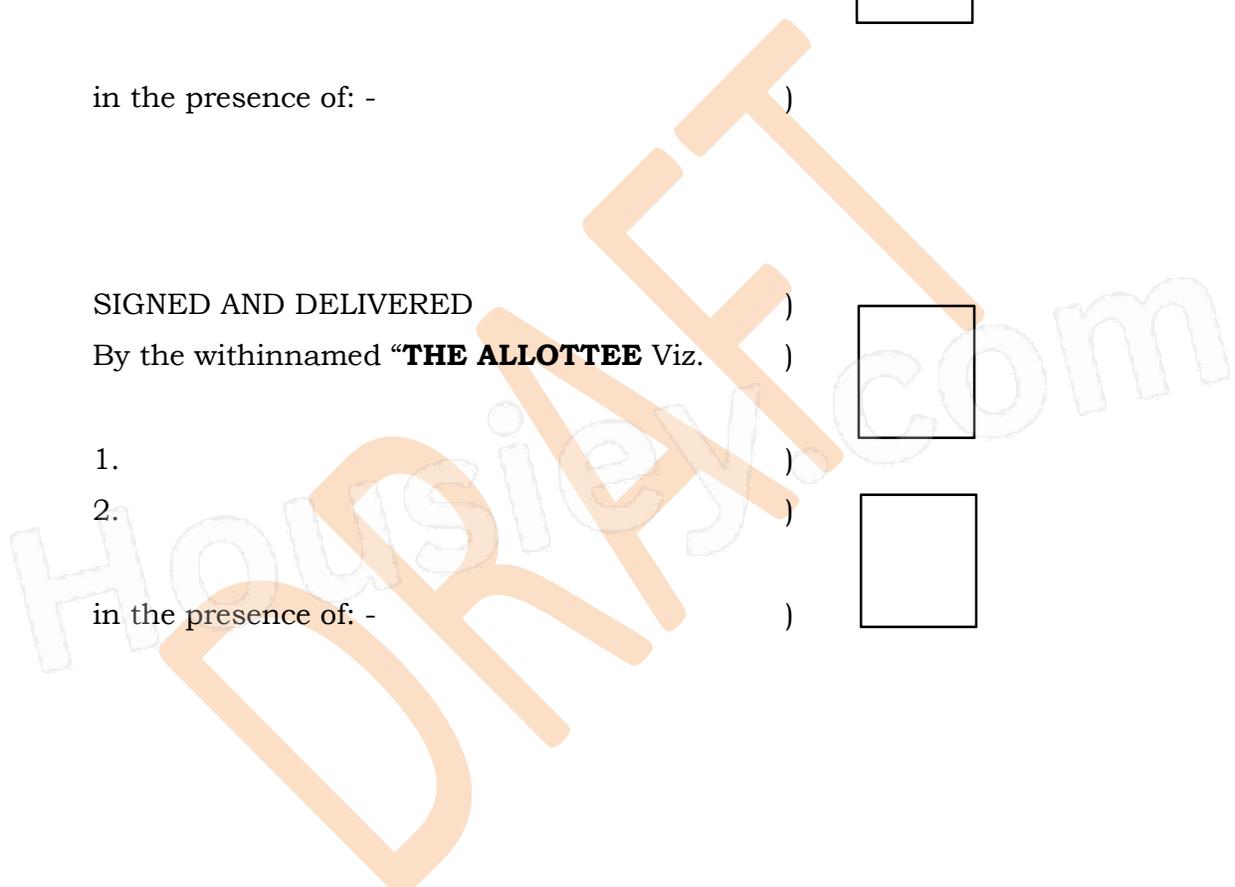
in the presence of: -)

SIGNED AND DELIVERED)
By the withinnamed "**THE ALLOTTEE** Viz.)

1.)

2.)

in the presence of: -)



RECEIPT

RECEIVED of and from the Allotee withinnamed the sum of Rs. _____/-
(Rupees _____) being the part of
the within mentioned consideration detailed are as under:

Sr. No.	Amount	Cheque/pay order/UTR	Date	Bank	Branch

The validity of the said Agreement is subject to the realization of the said
cheque/demand draft/ Pay order.

Dated this ____ day of _____ 202____

We say received
For **M/S. ORIENT COMBINE**

WITNESS:-

[Partner/The Promoters]

ANNEXURE-A

(Land/Plot Plan)

ANNEXURE-B

(Title certificate)

Annexure-C

(Property Register Card)

ANNEXURE-D

(lay out plan of building No. 1)

ANNEXURE-E

(plans and specifications of the apartment)

ANNEXURE-F

(car parking plan)

ANNEXURE-G

(CC of building No. 1)

ANNEXURE-H

(Amenities)

ANNEXURE-I

(RERA, 2016 CERTIFICATE)