

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Mumbai on this _____ day of _____ Two Thousand and _____ (20____):

BETWEEN

M/S. KABRA & ASSOCIATES, a Partnership Firm registered under the provisions of the Indian Partnership Act, 1932 under No. BA 23326 having its registered office at 10th Floor, Kamla Hub, N. S. Road No.1, JVPD Scheme, Vile Parle (W), Mumbai: 400049, hereinafter referred to as "**the Developer**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor) of the **ONE PART**

AND

MR. _____ **& MRS.** _____, Adult/s, Indian Inhabitant/s, having his/her/their address for the purpose of these presents _____ at

_____, hereinafter referred to as "**the Allottee/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) of

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the **OTHER PART**;

WHEREAS:

- A. MAHARASHTRA HOUSING and AREA DEVELOPMENT AUTHORITY (MHADA) being duly constituted with effect from the 05th day of December 1977 under Government notification for the Public Works and Housing Department with No.ARD-1077(1) Desk-44 dated 5-12-77, the Maharashtra Housing Board a corporation established under the Bombay Housing Board Act, 1948 (hereinafter referred to as "the Board") stood dissolved by operation of section 15 of the said Act;
- B. Under clauses (a) and (b) of section 189 of the said Act, all the property, rights, liabilities and obligations of the said dissolved Board including those arising under any agreement or contract had become the property, rights, liabilities and obligations of the Authority;
- C. The Board had a scheme of construction, allotment and sale of tenements, generally known as Low Income Group Housing Scheme;
- D. The Board had built buildings bearing Nos.22 to 24, 26, 27, 29 to 41, 42 to 61 (Total 38 Buildings) at Survey No.35 to 39 B/45 and C.T.S. No. 299, 300, 231, 303, 304, 307, 318 at Pahadi Goregaon (W), Mumbai (hereinafter referred to as "the said Buildings"), for housing persons belonging to the Low Income Group as provided in that scheme;
- E. The tenements in the said buildings had been allotted to 320 individual allottees specified in Schedule-I to XXXVII written in the Deed of Sale dated 21st May, 1992;

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- F.** On 17th June, 1969 the said allottees have formed themselves into a Co-operative Housing Society called Unnat Nagar Co-operative Housing Society Limited with Registration No. BOM / HSG / 2103;
- G.** The Authority as successor of the Board was the owner of and/ or otherwise well and sufficiently entitled to the said buildings and the said buildings were the absolute property of the Authority;
- H.** The Authority had at the request of the Society conveyed for consideration the said buildings by way of Deed of Sale dated 21st May, 1992 and granted the land underneath and appurtenant thereto more particularly described in Schedule- I by way of an Indenture of Lease dated 21st May, 1992 to the Society for a period of Ninety Nine years with effect from 01st February, 1976;
- I.** The then building Nos. 51 to 55 were five structures with eight units each (collectively referred to as "**the Old Buildings**") situated on the plot bearing CTS No. 307, and more particularly described in the **First Schedule** written hereunder, and were in a dilapidated condition that urgently required to be rebuilt, having weathered about 45 years since its original construction;
- J.** Under the provisions of the Development Control Regulations of Mumbai, 1991, the reconstruction of the then old buildings were possible by utilizing the incentive of additional Floor Space Index (F.S.I.) and termed as 'MHADA FSI';
- K.** The Society Members in possession of the then buildings 51 to 55 desired the demolition of their old structures and its replacement with a modern new structure/s utilizing all the sanctioned F.S.I. of the sub-divided plots of 51 to 55 including eligible additional

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MHADA FSI on its finally demarcated plot, to the mutual advantage of the Society's Members and the Promoter.

- L. The Society and/ or its Members of buildings 51 to 55 being unable to reconstruct their the then structure/s on their own on account of the heavy expenses, decided in a General Body Meeting through a Resolution permitting each building's members' to call for and select their Developer.
- M. The Society and its Members of buildings 51 to 55 chose the Promoter herein as the Developer of buildings 51 to 55, which culminated in a final Resolution by the Society's Managing Committee Members dated 13th June, 2010 backed by a confirmatory consent letter to that effect.
- N. The Promoter acknowledged and accepted the Society's letter dated 18th June, 2010 with a copy of the Resolution and accordingly set in motion procedural documentation, necessary and compulsory for the redevelopment project to take effect.
- O. In view of the aforesaid, by and under a Reconstruction/Redevelopment Agreement dated 21st July, 2010 registered with the office of the Sub Registrar of Assurances under Serial No. BDR-10-07703 of 2010 (referred to as "**the Redevelopment Agreement**") executed between Unnat Nagar CHS Ltd. (therein referred to as the Society) of the one part and the Promoter (therein referred to as the Developer) of the other part, Unnat Nagar CHS Ltd. (referred to as "**the Parent Society**") granted to the Promoter and the Promoter acquired from the Society the rights to redevelop the said Land i.e. the plot of land situate at Unnat Nagar-II, Off S. V. Road, Goregaon (West), Mumbai 400 062, on plot bearing CTS No.307 (pt) of Village Pahadi Goregaon (W) and admeasuring 3,281.02 square metres as demarcated by MHADA ("**the said Land**"), and the then Old

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Buildings for the consideration and on the terms and conditions mentioned therein. The Parent Society also executed a Power of Attorney dated 21st July, 2010 in favour of the Promoter with respect to the redevelopment of the said Land and the then Old Buildings for the purposes more particularly mentioned therein. The said Land is more particularly described in the **First Schedule** hereunder written and delineated in red colour boundary line on the plan annexed hereto and marked as **Annexure "1"**.

- P.** The Parent Society - Unnat Nagar Co-op. Hsg. Soc. Ltd. were inefficient in its working largely due to high number of members i.e. 320 members, hence, it was necessary to bifurcate and form a new Society of Members of buildings 51 to 55 to better manage the daily affairs.
- Q.** After getting the proper and appropriate permission from the Dy. Registrar of the Co-operative Societies – MHADA, a new Society - Goregaon Unnat Nagar -2, Plot No.51 to 55 C.H.S. Ltd. (referred to as "**the said Society**") came into existence with rights and powers under Maharashtra Co-operative Societies Act, 1960.
- R.** In order to save the interest of all the parties herein, the Dy. Registrar of the Co-operative Societies – MHADA passed an Order 476 dated 04/02/2011 to effect the formation of the new Society after bifurcation from the Parent Society- Unnat Nagar C.H.S. Ltd., but with the contractual rights and obligations already noted in the registered Redevelopment Agreement dated 21st July, 2010 executed between the Parent Society - Unnat Nagar Co-op. Hsg. Soc. Ltd. and the Promoter herein.
- S.** The Promoter is entitled to construct buildings on the said Land in accordance with the Recitals hereinabove.

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- T. The Promoter is developing/redeveloping 4 (four) towers/wings of **'Goregaon Unnat Nagar-2, Plot No.51 to 55 Co-operative Housing Society Limited'**'s building on the said Land and proposed as a "real estate project" by the Promoter and has been registered as a "real estate project" ("**the Real Estate Project**") with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**"). The Authority has duly issued a Certificate of Registration bearing No. _____ dated _____ ("**the RERA Certificate**") for the **Real Estate Project** and a copy of the RERA Certificate is annexed and marked as **Annexure "2"** hereto.
- U. The Allottee has, prior to the date hereof, examined the copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee/s has agreed and consented to the development of the Real Estate Project. The Allottee/s has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- V. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below: -

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- (i) The Real Estate Project consists of four (four) towers/wings' Goregaon Unnat Nagar-2, Plot No.51 to 55 Co-operative Housing Society Limited's building known as "**Kabra-Aurum**" or "**Aurum**" or "**Aurum by Kabra**";
- (ii) The details of each tower/ wing are as follows:
- a. Wing A of the Real Estate Project will be upto 19 (pt) floors which have been sanctioned as on the date hereof.
 - b. Wing B of the Real Estate Project will be upto 19 floors which have been sanctioned as on the date hereof;
 - c. Wing C of the Real Estate Project will be upto 20 floors which have been sanctioned as on the date hereof; and
 - d. Wing D of the Real Estate Project will be upto 2 floors which have been sanctioned as on the date hereof.
- (iii) The Real Estate Project shall comprise units/premises consisting of apartments and flat/s and tenement/s as per the details provided to the RERA authorities upon registration of the Real Estate Project.
- (iv) Total FSI of 15,328.41 square metres has been sanctioned for consumption in the construction and development of the Real Estate Project;
- (v) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the **Second Schedule** hereunder written ("**Real Estate Project Amenities**").

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- (vi) The Promoter shall be entitled to put hoarding/boards of their Brand Name in the form of Neon Signs, MS Letters, Vinyl & Sun Boards or other material on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo/ signs.
- (vii) A copy of the Intimation of Disapproval bearing No. CHE/A-0221/BP(WS)/AP of 2012-2013 (NEW) dated 29th August, 2012 with its amendments dated 09th December, 2013, 06th January, 2014, 07th April, 2017 and Commencement Certificate dated 08th February, 2013 and extended on 16th September, 2013 that was re-endorsed on 18th December, 2013 and further extended on 31st December, 2013 and 08th January, 2014 and re-endorsed on 16th May, 2017 issued by the Municipal Corporation of Greater Mumbai are annexed herewith and marked as Annexure "3" and Annexure "4" respectively, are also included as part of the RERA Certificate.
- (viii) The statutory approvals mandatorily required by the Promoter to hand over certain stipulated percentage of the said Land to the concerned authorities or develop the same as public amenities. The Promoter shall determine and identify the portion and location of the said Land to be handed over for complying with the terms and conditions of statutory approvals. The portion of the said Land remaining after handing over the stipulated percentage if any, to the MCGM or any other statutory authority and/or after developing public amenities, only would be available for

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transferring to the Society. A list of the amenities and reservations affecting the said Land is set out in **Annexure "5"** hereto.

- (ix) The nature of development of the said Land would constitute a mixture of users as may be permissible under applicable law from time to time.
- (x) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the said Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.
- (xi) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the said Land (defined below), in full or in part, as may be required by the applicable law from time to time.
- (xii) The Promoter will be entitled to develop the said Land itself or in joint venture with any other person and will also be entitled to mortgage and charge the saleable areas to be constructed thereon from time to time.

The above details along with the annexes to the RERA Certificate and further aspects of the proposed future and further development of the said Land, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in> and are annexed with the RERA Certificate at **Annexure "6"** hereto ("**Proposed Future and Further Development of the said Land**").

W. The Allottee/s is/are desirous of purchasing a residential flat bearing No.____ on the ____ floor in ____ wing of the Real Estate Project (hereinafter referred to as the "**said Premises**").

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- X. The Promoter has entered into standard Agreement/s with an Architect – M/s. Rasik P. Hingoo Associates registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- Y. The Promoter has appointed a Structural Engineer – M/s. Ascent Structural Engineers Pvt. Ltd. for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.
- Z. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee of the Premises and to receive the sale consideration in respect thereof.
- AA. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Land, and the plans, designs and specifications prepared by the Promoter's Architects, M/s. Rasik P. Hingoo Associates, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following:
 - (i) Offer Letter dated 26/11/2013, NOC from MHADA dated 27/12/2013 for redevelopment of the said Society issued by MHADA.
 - (ii) Registered Indenture of Lease dated 21/05/1992 between MHADA and Unnat Nagar CHS Ltd. ("the Parent Society").
 - (iii) Registered Deed of Sale dated 21/05/1992 between MHADA and Unnat Nagar CHS Ltd. ("the Parent Society").

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- (iv) Registered Redevelopment Agreement dated 21st July, 2010 in favour of M/s. Kabra & Associates.
- (v) Registered Power of Attorney dated 21st July, 2010 in favour of M/s. Kabra & Associates.
- (vi) Bifurcation Order dated 04/02/2011 issued by the Dy. Registrar of the Co-operative Societies – MHADA to effect the formation of new Society – Goregaon Unnat Nagar-2 Plot No.51 to 55 CHS Ltd. (i.e. the said Society)
- (vii) The Title Certificate dated 12th October, 2012 issued by Roshan Alwa & Associates, Advocates, certifying the title of the said Land.
- (viii) The MCGM, has, by and under an Intimation of Disapproval (I.O.D.) bearing No. CHE/A-0221/BP(WS)/AP of 2012-2013 (NEW) dated 29th August, 2012 with its amendments dated 09th December, 2013, 06th January, 2014, 07th April, 2017 granted its approval with respect to proposed redevelopment of the building on the said Land subject to the terms and conditions mentioned therein.
- (ix) The MCGM has issued a Commencement Certificate dated 08th February, 2013 and extended on 16th September, 2013 that was re-endorsed on 18th December, 2013 and further extended on 31st December, 2013 and 08th January, 2014 and re-endorsed on 16th May, 2017.
- (x) Chief Fire Officer's NOC dated 13th January, 2017.
- (xi) The Municipal Corporation of Greater Mumbai ("MCGM") has granted its NOC dated 31/01/2017 with respect to the parking layout plan of proposed building on the said Land.
- (xii) MCGM Sanctioned Layout Plans, Proposed layout plans
- (xiii) The said Land, as 3,281.02 square metres as demarcated by MHADA. The authenticated copy/ies of the Property

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Register Card with respect to the said Land is annexed and marked as **Annexure "7"** hereto;

- BB.** The Allottee/s states, confirms and represents that the Allottee/s has read and understood the terms and conditions of the aforesaid agreements, circulars, orders and approvals and confirms that he/she is eligible to enter into and execute this Agreement and purchase the said Unit.
- CC.** The Allottee/s has prior to the execution of this Agreement satisfied himself about (i) the rights of the Promoter to develop the said Land (ii) the approvals and sanctions obtained till date for the development of the said Building (iii) the nature of the rights retained by the Promoter under this Agreement. This Agreement has been entered into by the Allottee/s after seeking necessary legal advice.
- DD.** While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- EE.** Further, the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained and are being obtained by the Promoter. **Annexure "8"** hereto sets out the approvals required for the Real Estate Project, including the status.

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- FF.** The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- GG.** The carpet area of the said Premises as defined under the provisions of RERA, is _____ square metres.
- HH.** The Allottee/s is/ are aware that the Promoter has constructed the building with deficient open spaces and the Allottee/s being aware of the same will not hold the MCGM liable for dereliction of duty, further in this connection the Purchaser/s and through him/ her/ them the Society will not object to any development of the adjacent plot in future with respect to the deficient joint open space and the Developer has executed registered undertaking in favour of the Municipal Corporation.
- II.** The Allottee/s accepts that fungible FSI has been utilized in the construction of his/ her premises.
- JJ.** 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.
- KK.** The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises, at or for the price of Rs. _____/- (Rupees _____ Only) and upon the terms and conditions mentioned in this Agreement ("**Sale Consideration**"). The Allottee shall be required to bear and pay the necessary costs, charges and expenses together with all taxes including Service Tax, VAT, GST and all other indirect taxes thereon. Prior to the execution of

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these presents, the Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees _____ Only), being part payment of the Sale Consideration of the Premises agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter does hereby admit and acknowledge). The Allottee/s shall deduct tax at source in accordance with applicable law and will provide the challans and certificates to the Developer, within the period prescribed by law.

LL. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

MM. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the Premises and the parkingas set out herein below.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
2. The Promoter shall construct the Real Estate Project being 4 (four) Towers/Wings known as "**Aurum**" or "**Aurum by Kabra**" of the said Building known as 'Goregaon Unnat Nagar-2, Plot No.51 to 55 Co-operative Housing Society Limited', consisting of 4 tower/wings viz. 'A' having Stilt and 19 (Pt) upper floors, 'B'

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having Stilt and 19 upper floors, 'C' having Stilt and 20 upper floors and 'D' having Stilt and 2 upper floors in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the MCGM from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the **Second Schedule** hereunder written.

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the said Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee.

3. Purchase of the Premises and Sale Consideration:

(i) The Allottee hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee, the said Premises bearing No. _____ of the _____ type admeasuring _____ square metres carpet area as per RERA on the _____ floor in the said Tower/ Wing being _____ Tower/Wing (the said Premises are more particularly described in the **Third Schedule** and are shown in the floor plan annexed and marked **Annexure "9"** hereto) at and for the consideration of Rs. _____/- (Rupees _____ Only).

(ii) The Promoter hereby agrees to allot to the Allottee, _____ parking spaces in the said Land and a letter from the Promoter shall be issued to the Allottee/s confirming the specific parking space to be allotted within 3 months from the Possession Date.

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(iii) The Allottee has paid before execution of this Agreement, a sum of Rs. _____/- (Rupees _____ Only) (which does not exceed 10% of the Sale Consideration) as advance payment and hereby agrees to pay to the Promoter the balance amount of the Sale Consideration of Rs. _____/- (Rupees _____ Only) in the following manner:-

(a) An amount of Rs. _____/- (Rupees _____ Only) (which does not exceed 30% of the Sale Consideration), is to be paid to the Promoter after the execution of Agreement and simultaneously with registration of this Agreement under the Registration Act, 1908;

(b) An amount of Rs. _____/- (Rupees _____ Only) (which does not exceed 45% of the Sale Consideration), is to be paid to the Promoter on completion of the plinth of the said Tower/Wing;

(c) An amount of Rs. _____/- (Rupees _____ Only) (which does not exceed 52.5% of the Sale Consideration), is to be paid to the Promoter on completion of the 2nd slab including still of the said Tower/Wing;

(d) An amount of Rs. _____/- (Rupees _____ Only) (which does not exceed 60% of the Sale Consideration), is to be paid to the Promoter on completion of the 7th slab including still of the said Tower/Wing;

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(e) An amount of Rs. _____/- (Rupees _____ Only) (which does not exceed 67.5% of the Sale Consideration), is to be paid to the Promoter on completion of the 10th slab including stilt of the said Tower/Wing;

(f) An amount of Rs. _____/- (Rupees _____ Only) (which does not exceed 70% of the Sale Consideration), is to be paid to the Promoter on completion of the Top slab including stilt of the said Tower/Wing;

(g) An amount of Rs. _____/- (Rupees _____ Only) (which does not exceed 75% of the Sale Consideration), is to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Premises;

(h) An amount of Rs. _____/- (Rupees _____ Only) (which does not exceed 80% of the Sale Consideration), is to be paid to the Promoter on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises;

(i) An amount of Rs. _____/- (Rupees _____ Only) (which does not exceed 85% of the Sale Consideration), is to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the said Tower/Wing;

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- (j) An amount of Rs. _____/- (Rupees _____ Only)(which does not exceed 95% of the Sale Consideration), is to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain of the said Tower/Wing.

- (k) The balance amount of Rs. _____/- (Rupees _____ Only), is to be paid to the Promoter against and at the time of handing over of the possession of the Premises to the Allottee on/after receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project.

- (iv) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including service tax, VAT, GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof. All

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these payments will be made by the Allottee as and when called upon by the Promoter and/or as required by the concerned Government or authority, as the case may be.

- (v) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation / demand, 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.
- (vi) It is agreed between the parties that in the event the Allottee/s has/have availed of the benefit of any subvention scheme or any other scheme as may have been made available to the Allottee, the terms and conditions of such scheme including the subvention scheme and any letters, NOCs, Indemnity Bonds, Deeds, Agreements/Tripartite Agreements, MOUs, etc. as may have been executed between the Promoter and the concerned Banks/Financial Institutions shall apply and the Allottee/s shall comply with the same. The Promoter shall also be authorized to take such steps under the schemes and documents executed in that regard, as deemed fit by the Promoter. If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and

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payable to the Promoter under this Agreement, in the same manner detailed in this Clause 3 and Clauses herein below and the avilment of any such loan will not absolve Allottee of its responsibilities under this Agreement.

(vii) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Tower/Wing is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Sale Consideration payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area more than the defined limit of 3%, then, the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 3(vi), shall be made at the same rate per square meter as agreed in this Clause 3.

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

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4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM or any other authority at the time of sanctioning the plans of the Real Estate Project or thereafter and shall, before handing over possession of the said Premises to the Allottee, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises, as may be applicable.

5. Time is of the essence of this Agreement for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Premises and handing over the Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the **Second Schedule** hereunder written. Similarly, the Allottee shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

6. The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recital V above and all the plans, proformas and specifications pertaining thereto and the Proposed Layout and the proposed potential and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

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7. Possession Date, Delays and Termination:

(i) The Promoter shall give possession of the Premises to the Allottee on or before 31st day of December, 2019 (“**Possession Date**”). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-

- (a) Any force majeure events;
- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (c) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
- (d) Any other circumstances that may be deemed reasonable by the Authority.

(ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 7(i) above), then the Allottee shall be entitled to either of the following options:-

- (a) call upon the Promoter by giving a written notice by Courier/ E-mail/ Registered Post A.D. at the address provided by the Promoter (“**Interest Notice**”), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date (“**the**

Promoter	Allottee/s		

Interest Rate”), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee;**OR**

- (b) the Allottee shall be entitled to terminate this Agreement by giving a written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter (“**Allottee Termination Notice**”). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (“**Interest Rate**”) to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car park in the manner it deems fit and proper. It is clarified that in the event the Allottee elects to cancel this Agreement then the Promoter shall not be liable to refund or return any amounts paid towards stamp duty, registration fees or taxes. However, the Allottee may, by itself, apply to the

Promoter	Allottee/s		

appropriate authorities for refund of the same.

- (iii) In case the Allottee elects its remedy under sub-clause (ii) (a) above then in such a case the Allottee shall subsequently not be entitled to the remedy under sub-clause (ii) (b) above.
- (iv) If the Allottee fails to make any payment on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amount was due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (v) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause hereinabove, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on a due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing three defaults of payment of installments of the Sale Consideration, the Promoter shall be entitled, at its own option and discretion, to terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of

Promoter	Allottee/s		

which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with interest thereon computed at the Interest Rate, then at the end of the period specified in the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit 10% of the Sale Consideration ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall after deduction of the Forfeiture Amount refund the balance amount of the Sale Consideration to the Allottee. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or car parks in the manner it deems fit and proper.

8. The common areas, facilities and amenities in the said Project that may be usable by the Allottee are listed in the **Second Schedule** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Fourth Schedule** hereunder written.

Promoter	Allottee/s		

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Promoter	Allottee/s		

9. Procedure for taking possession:

- (i) Upon obtainment of the Occupancy Certificate from the MCGM and upon payment by the Allottee of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing ("**Possession Notice**"). The Allottee agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project and on offering possession of the existing members' premises to the said Society, provided the Allottee has made payment of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement.
- (ii) The Allottee shall take possession of the said Premises within 15 days of the Possession Notice. In the event the Allottee/s fails and/or neglects to take possession of the said Unit within the said period, the Allottee/s shall be liable to pay the Promoter compensation calculated at the rate of Rs.550/- per sq.mt. of the carpet area per month or part thereof till such time the Purchaser/s takes possession of the said Unit.
- (iii) Upon receiving the Possession Notice from the Promoter as per Clause 9(i) above, the Allottee shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee.

Promoter	Allottee/s		

Irrespective of whether the Allottee takes or fails to take possession of the Premises within the time provided in above mentioned Clause, the Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter.

(iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and said Land including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other 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 Real Estate Project and/or the said Land to the Society.

10. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the said Tower/Wing or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project or by wear and tear in regular

Promoter	Allottee/s		

course.

11. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee shall use the car parking space only for purpose of parking vehicle. The Allottee shall indemnify the MCGM against claims for compensation and for any operational failure of stack parking or automated car parking solutions and mishaps caused therein of any nature whatsoever.

12. Membership of the Society:

(i) The Allottee shall, along with other allottees of premises/units in the Real Estate Project, shall be joined as members in the Society.

(ii) For this purpose, the Allottee shall from time to time sign and execute the application for membership and all other papers, forms, writings and documents necessary for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

(iii) The Society shall admit all purchasers of flats and premises in the Real Estate Project as members in accordance with its bye-laws.

(iv) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any. The Promoter shall not be liable or

Promoter	Allottee/s		

required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees / charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale / allotment or transfer of the unsold areas in the Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises) per month in respect of each unsold premises towards the outgoings.

- (v) The Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

13. The Allottee shall, before delivery of possession of the said Premises in accordance with Clause 9 above, deposit the following amounts with the Promoter-

- (i) share money, application entrance fee of the Society;
- (ii) proportionate share of taxes and other charges/levies/reserves/sinking fund in respect of the Society;
- (iii) deposit towards provisional monthly contribution towards outgoings of Society;

The above amounts are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter.

Promoter	Allottee/s		

14. The Promoter has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said Land. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common for the Allottee alongwith other purchasers of flats/units/premises in the Real Estate Project and/or on the said Land, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the purchasers of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the said Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the said Land.

15. Representations and Warranties of the Promoter:

The Promoter hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate: -

Promoter	Allottee/s		

- (i) The Promoter has clear title and has the requisite rights to carry out redevelopment upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Real Estate Project, subject to the terms and conditions of the Indentures mentioned in Recital A to Above and the mortgages set out in Recitals V (xii);
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out redevelopment of the Real Estate Project and shall obtain requisite approvals from time to time to complete the redevelopment of the Real Estate Project;
- (iii) There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee;
- (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, 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 Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;

Promoter	Allottee/s		

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land and the said Premises, which will, in any manner, adversely affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
- (ix) Upon receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the **Second Schedule** hereunder written to the Society;
- (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project and thereupon shall be proportionately borne by the Society;

Promoter	Allottee/s		

- (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 Land) has been received or served upon the Promoter in respect of the Land and/or the Real Estate Project except those disclosed to the Allottee.
16. The Promoter may appoint a third party / agency for the purpose of operating and maintaining the Real Estate Project and the said Land including any common areas facilities and amenities on such terms and conditions as it may deem fit.
 17. The Promoter shall be entitled to designate any spaces/areas on the said Land or any part thereof (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed including by the purchaser/s of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilized in common including by purchaser/s of units/premises in the Real Estate Project/ on the said Land, as the case may be. The Promoter and its workmen/agents/contractors/employees and any third party contracts shall be entitled to access and service such infrastructure and utilities over the said Land.

Promoter	Allottee/s		

18. The Promoter shall be entitled to transfer and/ or assign the benefit of additional F.S.I./ T.D.R. or any other rights of the said Land to any third party and/or to allow any third parties to use and/ or consume T.D.R. or any other benefits or advantages of any other properties, on the said Land, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.
19. For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/ or store any construction materials, on any portion of the said Land, and/ or to have additional Electricity Supply and/ or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Allottee/s directly and/ or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.
20. The Allottee,with intention to bring all persons into whosoeverhands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:-
- (i) To maintain the said Premises at the Allottee's own cost in good and tenantablerepair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real

Promoter	Allottee/s		

Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Tower/Wing in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.

- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises 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 said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises 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 Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises 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

Promoter	Allottee/s		

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 said Premises 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 said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises 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 Real Estate Project in which the said Premises 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 said Premises without the prior written permission of the Promoter and/or the Society;
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and/or the Real Estate Project in which the said Premises 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 Premises in the compound or any portion of the said Land and/or the Real Estate Project in which the said Premises is situated.

Promoter	Allottee/s		

- (vii) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.
- (viii) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, installments of Sale Consideration, as required to be paid under this Agreement.
- (ix) Not to change the user of the said Premises without the prior written permission of the Promoter and Society;
- (x) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.
- (xi) The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof

Promoter	Allottee/s		

that may be made from time to time for protection and maintenance of the Real Estate Project 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 regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(xii) The Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.

(xiii) The Allottee/s shall be bound by the terms of this Agreement, the earlier Redevelopment Agreement between the Society and this Promoter and any other agreements/ documents/ deeds/ writings/ arrangements executed or to be executed between the said Society, the MCGM or any other authority/ies, if any, in future related to this project.

(xiv) No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.

Promoter	Allottee/s		

(xv) If there is more than one Allottee named in this Agreement, all obligations hereunder of such Allottee shall be joint and several. The failure of compliance with any of the terms and conditions, obligations under this agreement shall be considered as failure of all the Allottees. All Allottees shall be treated as one single person for the purpose of this Agreement and all of them shall be jointly and severally liable for the consequences thereof.

(xvi) All undertakings, declarations, indemnity bond/ bonds, deeds and writing/s given/ executed and/or may be executed by the Promoter in favour of MCGM and the concerned bodies/ authorities in respect of the said Land and its development shall be binding upon the Allottee/s and Society of the purchaser/s of flat/ premises.

(xvii) Till the entire development of the said Land is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Land and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.

(xviii) The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/ or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly

Promoter	Allottee/s		

do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the Municipal or any other authorities to issue stop work notice, and/ or withdraw and/ or suspend or cancel any orders passed and/ or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/ or to carry out construction, on the said Land.

21. The Promoter shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
22. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the said Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project.
23. **Promoter shall not mortgage or create a charge:**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises 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

Promoter	Allottee/s		

the right and interest of the Allottee who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises as set out in Recitals above, which will be subject to the no-objection received from the mortgagees therein. The Promoter shall be entitled to securitise the Sale Price payable by the Allottee under this Agreement (or any part thereof), in the manner permissible by law, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

24. Binding Effect:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan at Clause 3 above, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if

Promoter	Allottee/s		

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. The Allottee/s shall be bound by the terms of this Agreement, Redevelopment Agreement and any other agreements/documents/deeds/writings/arrangements executed or to be executed between the said Society, the MCGM or any other authority/ies, if any, in future related to this project.

25. Entire Agreement:

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

26. Right to Amend:

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

27. 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

Promoter	Allottee/s		

subsequent allottees of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

28. Severability:

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this 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 the RERA 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.

29. Method of calculation of proportionate share:

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 said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project or the Whole Project or as decided by the said Society, as the case may be.

30. Further Assurances:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to

Promoter	Allottee/s		

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.

31. Place of Execution:

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

32. The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

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

Allottee/sName: _____

Address: _____

Notified Email ID: _____

Promoter	Allottee/s		

Promoter's Name: **M/s. KABRA & ASSOCIATES**

Address: **Mangalya, Office No.2,
VidyaniketanMarg, Off M. G. Road,
Goregaon (W), Mumbai: 400062.**

Registered Office

Address: **10thFloor, Kamla Hub,
N. S. Road No.1, JVPD Scheme,
Vile Parle (W), Mumbai: 400049.**

Notified Email ID: **projects@kabragroup.net**

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

34. Joint Allottees:

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

35. Stamp Duty and RegistrationCharges:

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

Promoter	Allottee/s		

36. Dispute Resolution:

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

37. Governing Law:

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

Promoter	Allottee/s		

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground of Plot admeasuring 3,281.02 square metres as demarcated by MHADA situated and lying underneath and appurtenant to Goregaon Unnat Nagar-2 Plot No.51 to 55 C.H.S. Ltd.'s Building No.s 51 to 55 at CTS No.307 (pt) of Village Pahadi Goregaon (W) at Unnat Nagar- II, S. V. Road, Goregaon (W), Mumbai- 400062 in the Registration Sub-District of Bandra and Mumbai Suburban District and bounded as follows:

- On or towards the **North** by - MHADA Plot;
- On or towards the **East** by - 9.00 mtr. Wide Road;
- On or towards the **West** by - 9.00 mtr. Wide Road and partly by Plot No.50;
- On or towards the **South** by - Plot No.49 and by Plot No.50.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

- a) Podium between wing 'A', 'B' & 'C'.
- b) Pool.
- c) Fitness Centre.
- d) Servant toilet.
- e) Name plate with flat numbers.

Promoter	Allottee/s		

THE THIRD SCHEDULE HEREINABOVE REFERRED TO:

Flat No. ____admeasuring____ sq. mt. carpet area on ____floor in ____ - Wing of Goregaon Unnat Nagar-2, Plot No.51 to 55 C.H.S. Ltd.'s building no.51 to 55 at Unnat Nagar- II, Off S. V. Road, Goregaon (W), Mumbai: 400062 and more particularly described in the First Schedule hereinabove written.

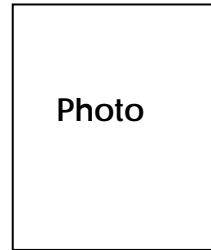
THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:**LIST OF AMENITIES:**

- 1) Vitrified flooring inside the flats.
- 2) Granite cooking platform with S. S. sink in Kitchen.
- 3) Granite service platform in Kitchen.
- 4) Concealed copper wiring with modular switches.
- 5) Electric points for Exhaust fan and Aqua Guard in Kitchen.
- 6) Concealed plumbing with branded fittings.
- 7) Ceramic tiles upto Door height in Bathrooms & Toilets.
- 8) Aluminium sliding windows.
- 9) P. O. P. / Gypsum wall finish.
- 10) Luster Paint in all rooms.
- 11) Intercom facility.

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.

Promoter	Allottee/s		

SIGNED AND DELIVERED by the]
 within named "THE PROMOTER"]
M/s. KABRA & ASSOCIATES]
 Through its Partner- _____]

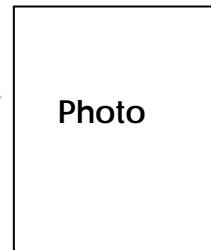


 (Signature) (Left Thumb Impression)
 in the presence of]

1. Name: _____]

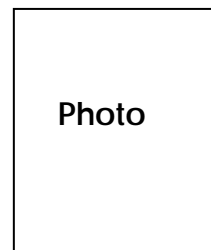
2. Name: _____]

SIGNED AND DELIVERED by the]
 within named "THE ALLOTTEE/S"]
MR. _____]



 (Signature) (Left Thumb Impression)

MRS. _____]



 (Signature) (Left Thumb Impression)
 in the presence of]

1. Name: _____]

2. Name: _____]

Promoter	Allottee/s		