

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at **MUMBAI** this
day of _____ in the Christian Year Two Thousand _____ (201____)

BETWEEN

M/s. DHARTI NIRMAN BUILDERS AND DEVELOPERS, a Sole
Proprietary concern of Mr. Milan N. Gala having its office at 641/642, Ijmima
Complex, Behind GSC, Off. Link Road, Malad (West), Mumbai-400064,
hereinafter referred to as “**THE DEVELOPERS / PROMOTERS**” (which
expression shall, unless it be repugnant to the context or meaning thereof, be
deemed to mean and include the sole proprietary firm and proprietor’s heirs,
executors and administrators)

PAN No AERPG4995D & AADHAR No 8998 4846 1143 **OF THE ONE
PART;**

- AND -

SHRI./SMT./M/s. _____
residing/office at _____

hereinafter called the **PURCHASER/S** (which expression shall unless it be
repugnant to the context or meaning thereof be deemed to mean and include

his/her/their respective heirs, executors, administrators) of
PAN No _____ AADHAR No _____ In case of Joint
Holder **SHRI/SMT** _____ the Residing
at _____

PAN No _____ AAADHAR No _____ the

OTHER PART :

WHEREAS:

- A. The State of Maharashtra are the owners of CTS No.6A (Part), admeasuring 4936.30 sq. mtrs. or thereabouts of Village Malvani, Malad West, Mumbai – 400 095, Taluka Borivali, Mumbai Suburban District, and also of the adjoining CTS No.3/A/1(Part), admeasuring 1245.30 sq.mtrs. of Village Charkop, Taluka Borivali, Mumbai Suburban District, at Babrekar Nagar, Kandivali (West), Mumbai – 400 067 in aggregate admeasuring 6181.60 sq.mtrs. or thereabout, and is more particularly described in the **First Schedule** hereunder written, and hereinafter referred to as “**the said Entire Property**”.
- B. The said Entire Property was occupied by various hutment dwellers prior to 01.01.1995. The said Entire Property is a censused slum, and as such deemed to be a slum and to be developed under the Slum Scheme under Regulation 33 (10) of the D.C. Regulation, 1991.
- C. The name of the Slum Colony on the said Entire Property is known as Babrekar Nagar, at Kandivali (West), Mumbai – 400 067.

- D. The hutment dwellers on the said entire property formed 3 Societies known as (1) Shivshakti Co-operative Housing Society Limited (Proposed) consisting of about 125 slum dwellers/occupants, (2) Pandit Nehru Co-operative Housing Society Limited (proposed), consisting of about 55 slum dwellers/occupants and (3) Karumari Aman Co-operative Housing Society Limited (Proposed) consisting of about 80 slum dwellers occupants respectively, hereinafter for the sake of brevity referred to as **“the said Societies”** for the development of the said Entire Property as Slum. (4) Bharat SRA CHS (PRO.) consisting of about 71 slum dwellers occupants respectively, hereinafter for the sake of brevity referred to as the society for the Development of the said entire property as Slum.
- E. That initially the said Societies appointed one Shivshakti Builders and Developers (hereinafter for the sake of brevity referred to as **“the Previous Developers”**), as Developer to redevelop the said entire property under regulation 33(10) of the D.C. Regulation, 1991 on the terms and conditions mentioned under the Agreement executed between them.
- F. The said Previous Developers submitted necessary proposal for redevelopment of the said entire property to the Slum Rehabilitation Authority on 12.05.2006 and paid necessary scrutiny fees and the Slum Proposal was given, computerized Generated No.R-S/ST Govt/0011/20060512.
- G. The necessary Annexure-II dated 09.12.2007&19.1.2016 is issued by Deputy Collector (Enc.) Mumbai Suburban District by which the area of the said property is certified as 6181.60 sq.mtrs. being Slum. Out of the total 331 hutment dwellers on the said property.

- H. Since the said Shivshakti Builders and Developers did not proceed with the said Slum Project and delayed the same, the said Societies passed a Resolution dated 21-06-2009 to remove the said Shivshakti Builders and Developers as Developers of the said Slum Scheme, and cancelled and terminated the Agreement and the Power of Attorney executed by the said Societies in favour of the said Shivshakti Builders and Developers. Further by a Resolution dated 21-06-2009 & 10.10.2013 passed by the said Societies in its Extra Ordinary General Body Meeting appointed the Developers herein i.e. M/s. Dharti Nirman Builders And Developers as Promoter to redevelop the said entire property as slum under the slum scheme.
- I. The said Societies also made representation before Slum Rehabilitation Authority for change of the Promoter of the said Slum Scheme i.e. the removal of the said Shivshakti Builders and Developers as a Developer, and the appointment as the Developers/Promoters herein as a New Promoter in respect of the said Slum Scheme.
- J. The SRA by its letter dated 31.07.2009 addressed to the Shivshakti Builders and Developers called upon them to submit the fresh General Body Resolution of the aforesaid Societies of having 70% consent within 30 days from the date of the receipt of the said letter failing which the new Promoter shall appointed.
- K. Thereafter after following the procedure as laid down under the law, and with the confirmation of the Slum Rehabilitation Authority the Developers herein are appointed as Promoters to redevelop the said Entire Property.
- L. The SRA has issued LOI dated 05.05.2017 bearing Ref.No.SRA/ENG/1409/RS/STGL/LOI in favour of the Developers herein

and the Salient Features of the said Slum Scheme as per the LOI are as follows :

Sr.No.	Description	Area in Sq. Mts.
1.	Area of the Plot	6181.60
2	Less Road Setback area	180.00
	Total	180.00
3	Balance Plot Area	6001.60
4	Deduction for 15% RG	-----
5	Net Plot Area	6001.60
6	Addition for FSI purpose	
	i.) Road set back area	180.00
7	Plot area for FSI	6181.60
8.	Permissible FSI PLOT	3.00
9.	BUA permissible on in situ	18544.80
10.	Rehabilitation BUA	8457.83
11.	Area of amenities including common passage	3296.63
12.	Reahbilitation Component	11754.46
13.	Sale Component	11754.46
14.	Total BUA permitted for project	20212.29
15.	Total FSI permitted for project	3.27
16.	BUA permissible for sale on Plot	10086.97
17.	Total BUA proposed to be consumed on plot for max. 3.00 FSI	10086.97
18	FSI in situ	3.00
18	TDR gewnerated	1667.49

M. The SRA granted IOA dated 18-02-2011, Commencement Certificate dated 21-08-2012 for construction of rehab building and pursuant to the permissions granted by the SRA from time to time the Developers have constructed Rehab Building comprising of Ground + 23 (Part) upper

floors and the SRA granted Occupation Certificate dated _____ in respect of the said Rehab Building;

- N. The SRA granted IOA dated 30.07.2014, bearing reference No.SRA/ENG/3002/RS/STGL/AP for construction of Sale Building on the said property. The SRA has granted Commencement Certificate dated 02-01-2015 of the sale building. The Sale building shall consist of 3 wings consisting of A, B and C and each wing shall consist of Ground + 2 podium + 23 upper floor being residential flats, hereinafter for the sake of brevity referred to as “**the Sale Building**”;
- O. Pursuant to the plans approved by the SRA out of the said Entire Property rehab plot is shown admeasuring 1635.09 sq.mtrs. and the sale plot is shown as 2803.51 sq.mtrs.
- P. The subject matter of this Agreement is in respect of sale of the premises in the sale building being constructed on an area admeasuring 2803.51 sq.mtrs. or thereabout of the said Entire Property, more particularly described in the **Second Schedule** hereunder written and hereinafter referred to as “**The Said Property**”.
- Q. For the aforesaid purpose, The Promoter herein has proposed to construct on the said Property _____ number of multistoried buildings of having _____ number of Basements/podiums/stilt and _____ upper floors and _____ wings.
- R. The Promoters have appointed M/s. Aakar Architects & Consultants, registered with the Counsel of Architects as Architect. The Promoters have also appointed Mr. Haresh L. Patel B.E. (Civil)(Hons), M.I.E. (India) Chartered Engineer as R.C.C. Consultant for the preparation of structural

designs and drawings and the Promoters have accepted and approved the supervision of the said Architect and Structural Engineer till the completion of the said building unless otherwise agreed upon by the said Architect and/or the Structural Engineer for Sale building;

- S. M/s. ASD Associates, Advocates and Solicitors, have issued a Title Report dated ____02.2015 have inter-alia certified the title of the said Property as marketable. The copy of the said Title Report and the copies of the plans, specifications, Property Records and other documents showing the nature of the title of the said property are hereto annexed hereto and marked as **Annexures** “ _____ & _____ ” respectively.
- T. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Property and the plans, designs and specifications prepared by the Promoter’s Architects M/s. Aakar Architects & Consultants, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as “**the said Act**”) and the Rules and Regulations made thereunder.
- U. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure**” ____”. The authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure** “ ____”. 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/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

- V. The concerned local authority and/or Government has while sanctioning the said plans laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while development the said Property i.e. project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- W. The Allottee has applied to the Promoters for allotment to them Flat No.: _____ of wing _____ on _____ floor, admeasuring _____ Sq. ft. (hereinafter referred to as “**the said Flat**”) Carpet Area of the proposed building known as “**DHARTI PRESSIDIO**” (hereinafter referred to as “**the said Building**”), along with the Car Parking space No. _____ on the _____ (hereinafter referred to as “**the said Car Parking Space**”) of the said building constructed on the said Property. The said Flat and the said Car Parking Space are collectively referred to as “**the said Premises**”, more particularly described in the Third Schedule hereunder written and is shown on the architectural plan thereof annexed hereto and marked with Annexure “_____” and bounded by Red colour boundary line.
- X. The term “Carpet Area” as defined under the said Act shall mean the net usable floor area of an Apartment, excluding the area covered by the external wall, area under the service shafts, exclusive balcony or verandh area and exclusive open Terrace area, but includes the area covered by the internal partition walls of the apartment.

- Y. 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.
- Z. The Promoter has registered the Project under the provisions of the said Act i.e. Real Estate (Regulation & Redevelopment) Act, 2016 (with the Real Estate Regulatory Authority at ____ no. ____). Section 13 of the said Act requires the Promoter to execute a written Agreement for Sale of said Premises with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- AA. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Premises at or for an agreed lumpsum aggregate consideration of Rs. _____/- (Rupees _____ only) (hereinafter referred to as “**the Sale Consideration**”) and the Allottee has agreed to pay to the Developer the Sale Consideration in the manner hereinafter appearing;

NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. INTRODUCTION

The recitals, schedules and annexures in and to this Agreement for Sale (“**Agreement**”) form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the transaction herein, this Agreement shall be read and construed in its entirety.

2. PLANS

The Promoter shall complete construction of the building to be known as '**DHARTI PRESSIDIO**' consisting of _____ and upper floors and _____ wings (hereinafter referred to as "**the Project**") on the said Property in accordance with the plans, designs, specifications approved by the SRA and which have been inspected and approved by the Allottee with such variations, modifications and alterations as the Promoter may have considered subject to the certain changes required to be made for reasons beyond the control of the Promoter or which the Architect/ Engineer may have considered necessary or expedient and/or as shall be required by the concerned local authorities or the Government to be made in them or any of them, from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Premises of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

3. THE PREMISES

3.1 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell and allot to the Allottee, Flat No.: _____ of wing _____ on _____ floor, admeasuring _____ Sq. ft. Carpet Area, as shown in the floor plan thereof hereto annexed and marked **Annexure "___"** (hereinafter referred to as "**the said Flat**") of the proposed building known as "**DHARTI PRESSIDIO**" (hereinafter referred to as "**the said Building**"), along with the Car Parking space No. _____ on the _____ (hereinafter referred to as "**the said Car Parking Space**") of the said building constructed on the said Property. The said Flat and the said Car Parking Space are collectively

referred to as “**the said Premises**”, more particularly described in the _____ Schedule hereunder written [hereinafter referred to as “**the Premises**”, and is shown on the architectural plan thereof annexed hereto and marked with Annexure “_____” and bounded by Red colour boundary line] for the lumpsum consideration of Rs. _____/- (Rupees _____ only) (hereinafter referred to as “**the Total Sale Consideration**”) (subject to tax deducted at source) which includes the proportionate price of the common areas and facilities appurtenant to the said Premises, the nature, extent and description of common areas and facilities which are more particularly described in the **Third Schedule** hereunder written.

3.2 The Total Sale Consideration is the aggregate consideration for the said Flat and the said Car Parking Spaces, which is individually bifurcated as under:-

3.2.1 Rs. _____/- for and towards *the said Flat*

3.2.2 Rs. _____/- for and towards *the said Car Parking Space*.

4. PAYMENT SCHEDULE

4.1 The Allottee has paid to the Promoter the sum of Rs. _____/- (Rupees _____ Only) being the earnest money on or before the execution of this Agreement (the payment and the receipt whereof the Promoter doth hereby admit and acknowledge and acquits, releases and discharges the Allottee from the payment and receipt thereof and every part thereof) and agrees to pay the balance sum of Rs. _____/- (Rupees _____ Only) along with the applicable taxes and levies in the following manner :-

- i. _____/- (Rupees _____ only) as earnest money alongwith GST at applicable rates on or before the execution of these presents (the payment whereof the Developers do hereby admit and acknowledge and forever, acquit, release and discharge the Purchasers from the same and every part thereof).

- ii. _____/- (Rupees _____ only)
alongwith GST at applicable rates on the commencement of casting of
Piling of the said Building.
- iii. _____/- (Rupees _____ only)
alongwith GST at applicable rates on the commencement of casting of the
excavation of the said Building.
- iv. _____/- (Rupees _____ only)
alongwith GST at applicable rates on the commencement of casting of the
Plinth of the said Building.
- v. _____/- (Rupees _____ only)
alongwith GST at applicable rates on the commencement of casting of the
Lobby of the said Building.
- vi. _____/- (Rupees _____ only)
alongwith GST at applicable rates on the commencement of casting of
podium – I of the said Building.
- vii. _____/- (Rupees _____ only)
alongwith GST at applicable rates on the commencement of casting of the
podium - IV of the said Building.
- viii. _____/- (Rupees _____ only)
alongwith GST at applicable rates on the commencement of casting of the
6th (sixth) slab of the said Building.
- ix. _____/- (Rupees _____ only)
alongwith GST at applicable rates on the commencement of casting of the
8th (eight) slab of the said Building.
- x. _____/- (Rupees _____ only)
alongwith GST at applicable rates on the commencement of casting of the
10TH (tenth) slab of the said Building.
- xi. _____/- (Rupees _____ only)
alongwith GST at applicable rates on the commencement of casting of the
12th (twelfth) slab of the said Building.
- xii. _____/- (Rupees _____ only)
alongwith GST at applicable rates on the commencement of casting of the
14th (fourteenth) slab of the said Building
- xiii. _____/- (Rupees _____ only)
alongwith GST at applicable rates on the commencement of casting of the
16th (Sixteenth) slab of the said Building.

- xiv. _____/- (Rupees _____ only)
alongwith GST at applicable rates on the commencement of casting of the
18th (Eighteenth) slab of the said Building
- xv. _____/- (Rupees _____ only)
alongwith GST at applicable rates on the commencement of casting of the
20th (twentieth) slab of the said Building.
- xvi. _____/- (Rupees _____ only)
alongwith GST at applicable rates on the commencement of casting of the
22nd (Twenty second) slab of the said Building
- xvii. _____/- (Rupees _____ only)
alongwith GST at applicable rates on the commencement of casting of the
24th (Twenty forth) slab of the said Building.
- xviii. _____/- (Rupees _____ only)
alongwith GST at applicable rates on the possession of the said Unit being
offered by the Promoters to the Purchaser/s;

****Total Sale Consideration: Rs. _____/- ****

4.2 The aforesaid payments shall be made by the Allottee within 15 (fifteen) days
of Notice in writing by the Promoter to be given as herein mentioned. *Time
for the payment is the essence of this Agreement.*

4.3 The Amount payable as per the terms of this Agreement for the items, such as
plinth, casting of slabs, construction of brick walls, etc. already completed
prior to the date of execution of this Agreement, shall be deemed to be due
from the Allottee/s on the date of this Agreement in addition to the earnest
money.

4.4 The Installments of the balance Sale Consideration payable by the Allottee to
the Developers as stated above shall be paid in the following manner:-

4.4.1 **70% of the installment** shall be made by cheque/demand draft drawn
/pay order/wire transfer/any other instrument drawn in favour of
_____ Account No. _____ in the designated account being

Account No. _____ opened and maintained by the Promoter with _____ Bank. (hereinafter referred to as ‘**the Designated Account**’).

The Promoter shall withdraw amounts from the Designated Account in accordance with the provision of Applicable Laws.

4.4.2 **30% of every installment** shall be made by cheque/demand draft drawn /pay order/wire transfer/any other instrument drawn in favour of _____ Account No. _____ in the designated account being Account No. _____ opened by the Promoter with _____ Bank (hereinafter referred to as “**the Developers Account**”).

4.5 In addition to the Sale Consideration, and all amounts payable under this Agreement, the Allottee shall bear and pay GST as applicable, VAT, any other new taxes or any taxes under any nomenclature [including without limitation, Goods and Services Tax (S-GST), if and as and when applicable], any such interest, penalty, levies and cesses and also all increases therein from time to time which shall be paid by the Allottee to the Promoter along with and in addition to each installment or as may be demanded by the Developer.

4.6 The Allottee agrees to deduct TDS at applicable rate of the consideration as per the Income Tax Act, 1961 and pay the same into the requisite Government Income Tax account and further the Allottee agrees and undertakes to furnish to the Promoter a TDS Certificate in this regard within 30 days from the date of deduction of TDS. In the event the Allottee fails to deduct TDS or deposit the same in the requisite Government Income Tax account, the Allottee shall be solely liable and responsible in respect thereof, with no liability to the Developer.

4.7 It is further agreed and understood that the Total 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 such notification/order/rule/regulation published/issued in that behalf to that effect along-with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

4.8 Without prejudice to the Developer's other rights under this Agreement and/or in law, the Allottee shall pay to the Promoter interest at the rate of _____ per annum on all amounts which are due and/or payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter until the date such outstanding amount is received by the Developer.

4.9 The Allottee agrees and confirms that in the event of delay/default in making payment of the GST or any such tax demanded, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the unpaid GST or any such tax along with interest payable thereon from the due date till the date of adjustment against any subsequent amounts received from the Allottee.

5. (i)The Promoter hereby declares that the Floor Space Index available as on date _____ in respect of the Project Land is _____ square meters only and Promoter has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned

in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the estimated Floor Space Index of _____ as proposed to be utilized by him on the Project Land in the said Project and Allottee has agreed to purchase the Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

(ii) In the event of there being any increase in the potential of the land under construction by the Promoter due to any notification/circular or the SRA/MCGM/concerned authority and/or the implementation of the Development Control Regulations, 2034, the increase in the potential shall solely belong to the Promoter alone and the Allottee shall in no event claim any right thereon or objection in that regard, as far as the Developers comply with the provisions of the Act and take the consent of the Allottees in the Project. The Allottee undertakes and assures to give such declaration/consent/no-objection/ or any writing, as may be required, in favour of the Promoter for the aforementioned purpose.

6. DEFAULT BY THE ALLOTTEE & ITS CONSEQUENCES:

6.1 On the Allottee committing default in payment of the Sale Consideration or any installment thereunder on due date (time being the essence of contract) of any amount due and payable by the Allottee to the Promoter under this Agreement (including the Allottee's proportionate share of taxes levied by the MCGM/SRA or concerned authority and other outgoings) and/or on the Allottee committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its sole option to terminate this Agreement.

Provided always that the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Allottee in remedying such breach or breaches within 15 (fifteen) days after giving of such notice.

6.2 Provided further that upon termination of this Agreement as aforesaid, _____ % of the amount paid till then by the Allottee will stand ipso facto forfeited without any reference or recourse to the Allottee and the Promoter shall refund to the Allottee the remaining amount of Sale Consideration of the Premises which may till then have been paid by the Allottee to the Promoter but the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded and upon termination of this Agreement and offer of refund of the aforesaid amount (after taking into account the forfeited amount) by the Developer, (whether acceptable and realized by the Allottee or not) the Promoter shall be at liberty to dispose of and sell the Premises to such person and at such price as the Promoter may in their absolute discretion think fit and proper. On termination of this Agreement, the Allottee shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the said Premises.

6.3 Further, on termination of this Agreement, the Allottees shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Developers or against the said Premises or under this Agreement and for that the Developers is hereby irrevocably authorized to comply with all the formalities for execution and registration of the unilateral Deed of Cancellation (at the sole option of the Developer), without the Allottee being a

signatory thereto and the Allottee will not raise any objection or dispute in that regard. Further, upon termination the Developers shall be entitled to deal with, resale or dispose off the said Premises in the manner as the Promoter may deem fit without any reference or recourse to the Allottee.

6.4 Without prejudice to the right of the Promoter to terminate this Agreement on account of delay in payment as stated above, in the event the Promoter does not exercise its option to terminate as aforesaid and grants extension of time to the Allottee to make payment, the Allottee agrees to pay to the Developer, interest at the SBI highest marginal cost of lending rate plus 2% as specified in the Rule, on all the delayed payments which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter until the date of actual payment. Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Allottee under this Agreement, have a first charge / lien on the Apartment, in any manner whatsoever, without making full payment of all amounts payable by the Allottee under this Agreement, to the Developer. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the Designated Account and the Developer's Account.

6.5 Upon the Promoter terminating this Agreement as aforesaid, the Promoter shall be entitled to adjust the shortfall (if any) in the GST (or any other statutory dues) liability of the Allottee from the balance amounts (i.e. amount paid by Allottee to the Promoter less the amounts which the Promoter is entitled to forfeit, appropriate and adjust as aforesaid), if any available with the Promoter prior to refund of the amount/s to the Allottee. The amounts paid by the Allottee towards his service tax liability until the date of

termination/cancellation and deposited with the statutory authorities, shall be refunded to the Allottee without any interest thereon only upon the Promoter receiving corresponding refund/getting credit of the corresponding service tax amount paid/deposited, from the statutory authorities and not otherwise.

6.6 If the Allottee in order to augment the resources in his hand for the purpose of payment of consideration amount to the Promoter under this Agreement, seeks a loan from financial institutions or banks or any other lender (the “**Lender**”) against the security of the Premises subject to the consent and approval of the Developer, then in the event of (a) the Allottee committing a default of the payment of the installments of the consideration amount and (b) the Promoter exercising its right to terminate this Agreement, the Allottee shall clear the mortgage debt outstanding at the time of the said termination. The Allottee shall obtain the necessary letter from such Lender stating that the Allottee has cleared the mortgage debt. On receipt of such letter from the Lender, the Allottee shall be (subject to what is stated in Clause 5.3 regarding the forfeiture) entitled to the refund of the amount so paid by the Allottee to the Promoter towards the Premises. Notwithstanding all that is stated hereinabove it shall always be obligatory on the part of the Allottee to pay the installments of the consideration amount as and when due under the terms of this Agreement irrespective of the fact that the Allottee has applied for the loan to the Lender and further irrespective of the fact that the said loan are under process and sanction is awaited and/or is rejected.

6.7 All the rights and / or remedies of the Promoter including the aforesaid rights and remedies of the Developer, are cumulative and without prejudice to one another.

7. FIXTURE / FITTINGS

7.1 The fixtures, fittings and amenities to be provided by the Promoter in the said Building and in the said Flat/Premises are those that are set out in Annexure “_____” annexed hereto.

7.2 The Promoter shall endeavour to provide the amenities of the same specifications as stated in the Annexure. However, in the event amenities of the said specifications are not available in the market, the Promoter shall provide amenities of similar brand/quality as the circumstances may permit or their near substitutes at Developer’s discretion.

8. REPRESENTATIONS OF DEVELOPER

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

8.1 The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

8.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

8.3 There are no encumbrances upon the project land or the Project except those disclosed in the title report;

8.4 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;

8.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities

- with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- 8.6 The Designated Account shall be used for the purpose the same is opened and withdrawals therefrom shall be in the manner as provided under the Act.
- 8.7 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;
- 8.8 The Registration of the Project is valid and subsisting.
- 8.9 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 project land, including the Project and the said Apartment which will adversely affect the rights of Allottee under this Agreement;
- 8.10 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Premises to the Allottee in the manner contemplated in this Agreement;
- 8.11 At the time of execution of the conveyance deed of the structure to the Association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- 8.12 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- 8.13 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification

(including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

9. POSSESSION

9.1 The possession of the Premises shall be delivered to the Allottee after the Premises is ready for use and occupation provided all the amounts due and payable by the Allottee under this Agreement and the stamp duty and registration charges in respect of the Premises are duly paid by the Allottee. The Promoter expects to give possession of the Premises to the Allottee on or about _____ (excluding a grace period of 6 months), subject to Force Majeure events and other events as specified hereunder.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the Premises on the aforesaid date, if the completion of Building is delayed on account of:-

- (a) Event(s) of Force Majeure, War and/or civil commotion, act(s) of terrorism;
- (b) non-availability and/or shortage of sand, steel, cement, other building equipment and/or material, water, electricity, utilities and/or labour;
- (c) non-availability or delay in receiving any statutory or regulatory approvals and/or permissions from the concerned authority or authorities;
- (d) any notice, order, rule, notification of the government, public or other competent authority (including any court of law or tribunal) affecting the development of the Plot;
- (e) any restraint and/or injunction and/or prohibition order of Court and/or any other judicial or quasi-judicial authority and/or any statutory authority affecting the development of the Plot;
- (f) any act, omission and/or delay on the part of or attributable to any party hereto other than the Developer; and/or

(g) any other reason beyond the control of the Developer, which is not attributable to any act of the Promoter or which is not attributable to any negligence on the part of Developer.

9.2 If the Promoter fails or neglects to offer possession of the Premises to the Allottee on the above referred date or within any further date or dates as may be mutually agreed between the Parties hereto, then in such case the Allottee shall be entitled to give notice to the Promoter terminating this Agreement, in which event the Promoter shall within _____ days from the receipt of such notice, refund to the Allottee the amount of deposit or earnest money and the further amounts, if any, that may have been received by the Promoter from the Allottee as installments in part payment in respect of the Premises along with such interest at the rate as mentioned in clause _____ hereinabove from the date the Promoter received such amounts till the date the amounts and the interest thereon is repaid, excluding taxes. The Promoter shall refund the above mentioned amount in respect of such termination and neither party shall have any claim against the other in respect of the Premises or arising out of this Agreement and the Promoter shall be at liberty to dispose of the Premises to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit. The Allottee shall, if so required by the Developer, simultaneously on receipt of the refund of the amounts execute a Deed of Cancellation (in format required by the Developer) and register the same in the office of the concerned Registrar/sub-Registrar of Assurances.

9.3 The Allottee agrees that the return of the payment mentioned in Clause 9.2 above constitutes the Allottee's sole remedy in such circumstances and the Allottees foregoes any and all his/her/their rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever; Upon this Agreement being terminated as

stated in Clause 8.2 above, the amounts paid by the Allottee towards his service tax liability until the date of termination/cancellation and deposited with the statutory authorities, shall be refunded to the Allottee without any interest thereon only upon the Promoter receiving corresponding refund/getting credit of the corresponding service tax amount paid/ deposited, from the statutory authorities and not otherwise.

9.4 The Allottee shall take possession of the Premises within 7 (seven) days of the Promoter giving written notice to Allottee intimating that the Premises is ready for use and occupation. The Allottee shall use the said Flat/Premises or any part thereof or permit the same to be used only for purpose of residence only. He shall use the garage or parking space only for purpose of keeping or parking motor vehicle(s).

10. FORMATION OF SOCIETY/ASSOCIATION:

10.1 The Allottee along with other allottee(s) of Flats/Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottees. No objection shall be taken by the Allottee, if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or

the Registrar of Companies, as the case may be, or any other Competent Authority.

10.2 Till the entire Project as set out herein is completed by the Promoter and the amount/s receivable by the Promoter from all Allottees of Apartments are received, the Promoter shall not be bound and/or be called upon or required by the Allottees to form any Co-operative Society, Limited Company or Condominium of Apartments, Company as the case maybe (“Association”) unless otherwise specified under the Act, and the Allottee agrees and irrevocably consent not to raise any demand or dispute or objection in that behalf. The Association shall be formed by the Promoter within ____ (____) months of the entire building as setout herein is completed and Occupation Certificate is issued.

10.3 It is hereby clarified that the Promoter at its discretion may form a separate society of Allottees of the subsequent phase or shall be entitled to induct the Allottees of the subsequent phase as the members of the same society and the Allottees hereby agree and undertake not to object to the same.

11. TRANSFER OF TITLE:

11.1 The Promoter shall, within ____ months of receipt of Occupation Certificate and registration of the Societies or Limited Company, as aforesaid, cause to be transferred to the Society or Limited Company right, title and the interest of the building that are constructed on the said Property. It is further clarified that the transfer of title shall be effected by the Promoter in favour of the separate or the same society that shall be formed by the Promoter in respect of the subsequent buildings that are constructed in the subsequent phase. The Promoter shall, within ____ months from completion of all the phases cause to be transferred to the Federation/Apex

body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the Owners in the project land on which the building with multiple wings or buildings are constructed.

12. UNDERTAKINGS AND ASSURANCES OF THE

ALLOTTEE:

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said Premises/Flat/Apartment may come, hereby undertakes, assures and covenants with the Promoter as follows :-

- i. The Allottee has perused the details of the Project available on the website of the Authority as well as the additional data furnished by the Promoter and Allottee has fully verified the same. The Allottee agrees and confirm not to make demand of any additional information in respect thereof.
- ii. To maintain the said Flat/Premises at the Allottee's own cost in good and tenantable repair and condition from the date of possession of the Flat/Premises is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Premises 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 Flat/Premises is situated and the Flat/Premises itself or any part thereof without the consent of the local authorities, if required.
- iii. Not to store in the Flat/Premises 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 Flat/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 Flat/Premises 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 Flat/Premises is situated or the Flat/Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iv. To carry out at his own cost all internal repairs to the said Flat/Premises and maintain the Flat/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 building in which the Flat/Premises is situated or the Flat/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 be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- v. Not to demolish or cause to be demolished the Flat/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 Flat/Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Premises is situated and shall keep the portion, sewers, drains and pipes in the Flat/Premises and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Premises 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 Flat/Premises without the prior written permission of the Promoter and/or the Society or the Limited Company.

- vi. 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 Flat/Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Premises in the compound or any portion of the project land and the building in which the Flat/Premises is situated.
- viii. Pay to the Promoter within fifteen days of demand by the Developer, 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 Flat/Premises is situated.
- ix. 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 Flat/Premises by the Allottee for any purposes other than for purpose for which it is sold.
- x. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Premises until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

- xi. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/Premises 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.
- xii. Till a conveyance of the structure of the building in which Flat/Premises is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xiii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

- xiv. Not to enclose the passages, if any, forming part of the Flat/Premises without the previous written permission of the Promoter and / or the Association and of the Municipal and other concerned authorities;
- xv. Not to affix air conditioner/s of any other place other than those earmarked for fixing such Flat/Premises as not to affect the structure, facade and / or elevation of the Building in any manner whatsoever;
- xvi. Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the Flat/Premises/Building in any manner whatsoever;
- xvii. Not to hang clothes on the windows/railings, throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Flat/Premises in the compound or any portion of the project land and the building.
- xviii. Irrespective of a dispute, if any, arising between the Promoter and the Allottees and /or the Association all amounts, contribution and deposits including amounts payable by the Allottees to the Promoter under this Agreement shall always be paid punctually to the Promoter and shall not be withheld by the Allottees for any reasons whatsoever;
- xix. The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottees shall not use or permit the use of common passages, ducts, refuge areas, open spaces, Lobbies, and staircases in the Building for storage or for use by servants at any time.

- xx. The Allottees shall not display at any place in the Apartment / Building, any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottees shall not stick or affix pamphlets, posters or any paper on the walls of the Building or common areas therein or in any other place or on the window, doors and corridors of the Building.
- xxi. The Allottees hereby agrees that in the event of any amount becoming payable by way of levy of premium to the concerned local authority or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the Project Land and / or the Building, the same shall be reimbursed by the Allottees to the Owner.
- xxii. The Allottee represents and confirms that they have read the terms and conditions of this Agreement and has understood their obligations, liabilities and limitations as set forth herein and have neither relied upon nor been influenced by any marketing brochures, emails advertisements, representations of any nature whatsoever whether written or oral.
- xxiii. Save and except the conveyance of the Project, not to claim conveyance of any other portion of the said Property/Project Land till the complete development of the Project Land.
- xxiv. No to object or create hindrance for implementation of development work of subsequent phase by the Developer.

xxv. The Allottee represents and confirms that the Promoter shall be entitled to induct the Allottees of the subsequent phase as the members of the society so formed by the Allottees of the Project and the Allottees hereby agree and undertake not to object to the same.

13. RIGHTS OF THE DEVELOPER:

The Allottee confirms and acknowledges that the Allottee has been apprised and made aware and the Allottee has agreed that:

- i. The Promoter shall be entitled to amalgamate the schemes in respect of the adjoining lands or any other land (pursuant to applicable law) with the project land without requiring any consent from the Allottee and / or the Association and such additional land shall be deemed to be the Project Land amalgamated.
- ii. The Promoter is entitled to utilize all FSI (including fungible FSI, free FSI, premium FSI) that may be available from the Project Land or elsewhere and/or on account of (TDR) and / or by change of law and/or change of policy and/or any other rights and benefits including on account of undertaking incentive FSI schemes under the applicable laws, public car parking schemes or any floating rights which is or may be available in respect of the Project Land and/or any potential that that is or may be available on account of the existing provisions or any amendments thereto under applicable law, and the Promoter shall be entitled to utilize and/or use the entire potential of the Project Land/the amalgamated lands presently available and/or any increase therein, from time to time.
- iii. The Promoter shall be at liberty to sell, assign, transfer, lease, mortgage or otherwise deal with its right, title and interest in the Project Land and/or

the Building, in terms of the Applicable Laws provided that the same does not in any materially prejudice the right of the Allottees in respect of the Flat/Premises and in accordance with the provisions of the Act.

- iv. The Promoter shall also be entitled to designate any space on the Project Land and/or in the terrace of the said Building to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Building.
- v. The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the project land till such time as the Project Land together with the Building are transferred to the Association.
- vi. The Promoter shall be entitled to construct site offices/ sales lounge on the Project Land and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the Project Land or any portion thereof is leased/conveyed to the Association until the development of the Project Land together with development of amalgamated lands is fully completed.
- vii. The Promoter shall be entitled to launch the subsequent phases within such time and in such manner as it shall deem fit.
- viii. The Promoter shall be entitled to grant conveyance of the Project and shall continue to remain entitled to the balance Project Land and the benefits arising therefrom.

14. OUTGOINGS

14.1 Commencing a week after notice in writing is given by the Promoter to the Allottee that the Premises is ready for use and occupation, irrespective of whether possession is taken or not the Allottee shall be liable to pay the proportionate share of the outgoings in respect of the Plot and the New Building including but not limited to local taxes, betterment charges sub-station & cable cost or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Plot and New Building. Until the management of the Plot and New Building is handed over to the Society, the Allottee shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter . The Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____/- towards the outgoings regularly on the 5th of every month in advance and shall not withhold the same for any reason. The amount so paid shall not carry any interest and remain with the Promoter until the management is handed over to the Society.

14.2 The Allottee shall on or before the delivery of the possession of the Premises pay to the Promoter the following amounts:-

(i)	Rs. _____/-	non-refundable for share money, application, entrance fee of the Society.
(ii)	Rs. _____/-	non-refundable deposit towards installation of transformer, cable, electric meter, water meter etc.
(iii)	Rs. _____/-	being 1 year deposit towards proportionate share of taxes, maintenance and other charges.
As	Rs. _____/-	Total

14.3 The Allottee shall on or before the delivery of the possession of the Premises pay to the Promoter the following amounts

(i)	Rs. /-	towards legal costs and charges
(ii)	Rs. /-	towards development charges
(iii)	Rs. /-	
	Rs. /-	Total

14.4 It is agreed in respect of amounts mentioned in Clause 14.2 (i) and (ii) above, the Promoter shall be liable or otherwise required to render accounts to the society or association so formed and shall hand over the deposits or balance thereof to the Society/association as aforesaid. In the event of any additional amount becoming payable, the Promoter shall forthwith on demand pay and deposit the difference to the Developer. The aforesaid amount/ deposit shall not carry any interest.

14.5 The Promoter shall maintain a separate account in respect of the sums received by the Promoter from the Allottee as advance or deposit, on account of the share capital of the Society, outgoings, and shall utilise the same for the purpose for which they have been received.

15. STAMP DUTY AND REGISTRATION

The stamp duty and the registration charges and expenses in respect of this Agreement shall be borne and paid by the Allottee. The Allottee shall at his cost and expenses, lodge this Agreement for registration in the Office of the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908, and after due notice being received in this regard the Promoter or their authorized representative shall attend such office and admit the execution thereof.

16. NOTICES

Any notice to be given under this agreement shall be considered to be duly served, if sent by Registered Post A.D. or if delivered or left at the address of the party as stated herein. If there is any change in the address of either of the parties to this Agreement, such party shall notify to the other such change in address. In that event the notice shall be given at the changed address.

17. FURTHER ASSURNACES & INDEMNIFICATION BY THE ALLOTTEE

17.1 If the Allottee intends to visit the under construction New Building then he shall make a written request to the Promoter for a site visit and the Promoter shall within 7 (seven) working days from receipt of the request intimate the Allottee the date and time for such visit. The Allottee shall accordingly be entitled to site visit on the date and the time as intimated by the Promoter accompanied by site staff of the Promoter and the Allottee agrees to follow all the safety precautions during the site visit. It is further clarified that, no children below the age of 15 years shall be allowed to enter the site. The Allottee hereby undertakes not to hold the Promoter responsible for any loss or damage or harm incurred or suffered by the Allottee or any person accompanying the Allottee, due to negligence or wrongful acts or otherwise, during the site visit.

17.2 The Allottee shall not be permitted to carry out any additions or alteration in the Premises and/or enclose or encroach upon any common area of the New Building in the nature of common passage or landing or mid landing areas and the Promoter shall not be responsible, if additions and alteration or encroachments are done in the Premises or the New Building by the Allottee or occupier, in violation of the building regulations. The Allottee agrees to

indemnify and keep the Promoter its successors and assigns indemnified against all losses, claim, demands, actions, duties, penalties, prosecutions, actions, suits, proceedings, damages, costs, liabilities, expenses or payments of any nature whatsoever arising against the Promoter or its successors and assigns in any way as a consequence of any additions and alteration or encroachments done in the Premises or the New Building by the Allottee or occupier, in violation of the building regulations.

17.3 The Allottee shall indemnify and harmless, and keep indemnified and harmless the Promoter from time to time, against any and all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including professional fees/costs incurred in relation thereto) of whatsoever nature incurred or suffered by them or any of them directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Allottee in the performance of any and/or all of his obligations under this Agreement; and (c) Allottee's non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

18. GENERAL PROVISIONS

18.1 The parties hereto agree and accept that if the carpet area of the Premises is reduced/increased due to structural columns and structural membranes and/or on account of design and construction variances, the Allottee shall not complain or raise any grievance on account of the said reduction/increase to the extent of 3% (three percentage). The Allottee shall be bound to accept such reduced/increased area and shall not complain or demand compensation for such reduced/increased area, provided such reduction/increase does not exceed a maximum of 3% (three percent), in which scenario (of such reduction/increase of more than 3%) the appropriate payment shall be made

for such reduction/increase by the Allottee to the Promoter or vice-a-versa by taking into account the Sale Consideration for the said Premises.

18.2 This Agreement and all annexures hereto, constitute the entire agreement between the parties hereto as regards the subject matter hereof and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Developer, any agent, employee or representative of the Promoter or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Allottee or made available for the Allottee's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any and all previous agreements and/or writings concerning the subject-matter hereof.

18.3 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 Flat/Apartment to the total carpet area of all the Apartments in the Project.

18.4 The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

18.5 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.

18.6 If there is more than one Allottee named in this Agreement, all obligations hereunder of such Allottee shall be joint and several.

18.7 All taxes, charges including but not limited to service tax, VAT or any other impositions or levies (i) on account of this transaction, (ii) pro rate on account of the entire development project, (iii) on the consideration and other amounts payable by the Allottee to the Promoter and/or (iv) otherwise, shall be to the account of the Allottee alone and the Promoter shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the Allottee over and above the consideration of the Premises and the Developer's decision as regards the quantum of the same shall be final and binding to the Allottee.

18.8 If within a period of five years from the date of handing over the said Flat/Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat/Premises or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost. It is however expressly agreed that due to changes made by the Allottee in the Flat/Apartment (internally or externally) or said Building or other Allottees/s of the flats in the said Building if any complaint arises, then in such circumstances the Promoter shall not be liable or responsible for repairs.

18.9 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 along with the payments due as stipulated in the Payment Plan within 30 (thirty)

days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. 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 Developer, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

18.10 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Property/Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

18.11 The parties are assessed under following PAN: -

PROMOTER:

_____ - _____

ALLOTTEE:

_____ - _____

19. DISPUTE RESOLUTION, JURISDICTION AND

GOVERNING LAW:

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

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

19.3 This Agreement shall always be subject to the provisions of (i) Real Estate (Regulation and Development) Act, 2016; (ii) Maharashtra Real Estate Regulatory Authority (General) Regulations, 2017; (iii) Maharashtra Real Estate Regulatory Authority (Recruitment and Conditions of Service of Employees) Regulations, 2017; (iv) Maharashtra Real Estate Appellate Tribunal, Officers and Employees (Appointment and Service Conditions) Rules, 2017; and (v) Maharashtra Real Estate Regulatory Authority (Form of Annual Statement of Accounts and Annual Report) Rules, 2017 and read together with Maharashtra Ownership of Flats Act, 1963, Maharashtra Apartment Ownership Act, 1970 and the respective rules made thereunder.

IN WITNESS WHEREOF the Promoters and the Allotte have hereto set and subscribed their respective hands and seals the day and year first hereinabove written.

FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

(Description of “the said Entire Property”)

ALL THOSE pieces or parcels of lands bearing CTS No.6A(Part), admeasuring 4936.30 sq.mtrs. or thereabout of Village Malvani, Malad West, Mumbai – 400 095 Taluka Borivali, Mumbai Suburban District, and adjoining CTS No.3/A/1(Part), admeasuring 1245.30 sq.mtrs. of Village Charkop, Taluka Borivali, Mumbai Suburban District, at Babrekar Nagar, Kandivali (West), Mumbai – 400 067 in aggregate admeasuring 6181.60 sq.mtrs. or thereabout, Mumbai Suburban District, within the registration district of Mumbai Suburban and bounded as follows that is to say :

On or towards East : By _____

On or towards West : By _____

On or towards North : By _____

On or towards South : By _____

SECOND SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

(Description of “the said Property”)

ALL THAT piece or parcel of land bearing CTS No.6A(Part), of Village Malvani, Malad West, Mumbai – 400 095 Taluka Borivali, Mumbai Suburban District, and adjoining CTS No.3/A/1(Part), of Village Charkop, Taluka Borivali, Mumbai Suburban District, at Babrekar Nagar, Kandivali (West), Mumbai – 400 067 in aggregate admeasuring 6181.60 sq.mtrs. or thereabouts, Mumbai Suburban District, within the registration district of Mumbai Suburban and bounded as follows that is to say :

On or towards East : By _____

On or towards West : By _____

On or towards North : By _____

On or towards South : By _____

THIRD SCHEDULE OF THE SAID PREMISES ABOVE REFERRED TO:

(Description of “the said Premises”)

A Flat bearing No. _____ of _____ Wing on _____ Floor, admeasuring about _____ Sq. ft. Carpet area alongwith _____ Car Parking Spaces bearing no. _____ in _____ in the building known as “_____” to be constructed on the said Property.

SIGNED SEALED AND DELIVERED)

By the within-named)

PROMOTERS / DEVELOPERS)

M/s. DHARTI NIRMAN BUILDERS)

AND DEVELOPERS, a Sole Proprietary)

Concern of Mr. Milan N. Gala)

In the presence.....)

SIGNED AND DELIVERED BY)

the withinnamed **ALLOTTEE/S**)

SHRI/SMT/M/S.)

in the presence of)

DRAFT

RECEIPT

RECEIVED from the withinnamed Purchaser/s a sum of
Rs. _____/- (Rupees _____
_____ Only) by a Cheque/PO/DD drawn
on _____ Bank bearing no.
_____ dt. _____ being the amount of part purchase price
payable by him/her/them to us on or before the execution of this Agreement.

WE SAY RECEIVED,

For DHARTI NIRMAN BUILDERS

AND DEVELOPERS

MR MILAN N. GALA

Sole Proprietor

(PROMOTERS/DEVELOPERS)

Witness:

1. _____

2. _____

DATED THIS DAY OF 20

M/s.DHARTI NIRMAN BUILDERS AND

DEVELOPERS

...PROMOTERS/DEVELOPERS

AND

MR/MRS./M/S.

.....

...ALLOTTEE/S

AGREEMENT FOR SALE

DRAFT