

378/17570

पावती

Original/Duplicate

Friday, December 02, 2022

नोंदणी क्र.: 39M

2:10 PM

Regn.: 39M

पावती क्र.: 19017 दिनांक: 02/12/2022

गावाचे नाव: बांद्रा

दस्तावेजाचा अनुक्रमांक: वदर9-17570-2022

दस्तावेजाचा प्रकार : करारनामा

मादर करणाऱ्याचे नाव: अंशुल जे अट्टुजा

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2300.00

पृष्ठांची संख्या: 115

एकूण:

रु. 32300.00

आपणाम मूल दस्त ,खंबनेल प्रिंट,मूची-२ अंदाजे

2:27 PM ह्या वेळेस मिलेल.



सह. दुय्यम लिंबंयक, अंधेरी क्र. ३

बाजार मूल्य: रु.19319903.55 /-

मोबदला रु.32670000/-

भरनेले मुद्रांक शुल्क : रु. 1961000/-

सह. दुय्यम लिंबंयक, अंधेरी क्र. ३,  
मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: DHC रकम: रु.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0212202205359 दिनांक: 02/12/2022

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: रु.300/-

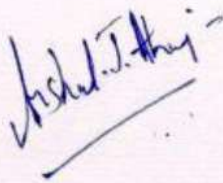
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0212202205289 दिनांक: 02/12/2022

बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: eChallan रकम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011544723202223E दिनांक: 02/12/2022

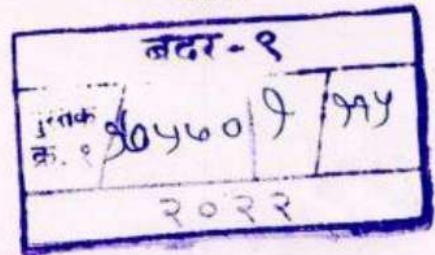
बँकेचे नाव व पत्ता:




मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )					
Valuation ID	202212021783	02 December 2022, 12:06:30 PM			
मूल्यांकनाचे वर्ष	2022				
जिल्हा	मुंबई (उपनगर)				
मूल्य विभाग	25-बांद्रा - एफ ( अंधेरी )				
उप मूल्य विभाग	भुभाग: उत्तरेस पी.डी. हिंदूजा मार्ग, पूर्वेस रेल्वे व अंशतः गावाची सीमा, दक्षिणेस एस.जी.जोशी मार्ग व पश्चिमेस व्ही. पी. रोड व एस.व्ही रोड. उपमूल्यदर विभाग क्र. 25/156 ए मधील मिळकती वगळता उर्वरित मिळकती				
सर्व्हे नंबर / न. भू. क्रमांक :	अंतीम प्लॉट नंबर#271				
<b>वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.</b>					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
133590	237390	282300	402700	237540	चौरस मीटर
<b>बांधीव क्षेत्राची माहिती</b>					
बांधकाम क्षेत्र (Built Up)-	74.19 चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2 वर्षे	बांधकामाचा दर -	Rs.30250/-
उद्ववाहन सुविधा-	आहे	मजला -	5th floor To 10th floor		
रस्ता सन्मुख - Sale Type - First Sale Sale Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट वाढ = 105% apply to rate= Rs.249260/-					
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर = ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी) + खुल्या जमिनीचा दर ) = ( ( 249260-133590 ) * ( 100 / 100 ) ) + 133590 ) = Rs.249260/-					
A) मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 249260 * 74.19 = Rs.18492599.4/-					
E) बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल्य = 13.94 चौरस मीटर = 13.94 * ( 237390 * 25/100 ) = Rs.827304.15/-					
Applicable Rules = 10.4.16					
<b>एकत्रित अंतिम मूल्य</b> = मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझॅनार्ईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मॅकेनिकल वाहनतळ = A + B + C + D + E + F + G + H + I + J = 18492599.4 + 0 + 0 + 0 + 827304.15 + 0 + 0 + 0 + 0 + 0 = Rs.19319903.55/-					

Home

Print





CHALLAN  
MTR Form Number-6



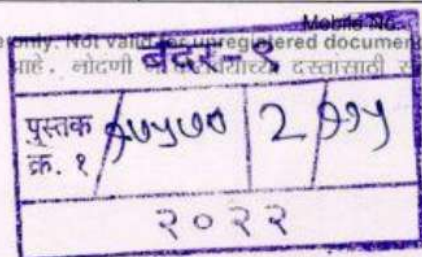
GRN	MH011544723202223E	BARCODE		Date	02/12/2022-10:44:49	Form ID	25.2
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Department		Inspector General Of Registration		Payer Details			
Type of Payment		Stamp Duty Registration Fee		TAX ID / TAN (If Any)			
Office Name		BDR9_ANDHERI NO 3 SUB REGISTRAR		PAN No.(If Applicable)		AHKPA0409J	
Location		MUMBAI		Full Name		ANSHUL J AHUJA AND KYRA ANSHUL AHUJA	
Year		2022-2023 One Time		Flat/Block No.		FLAT NO. 1002, RADHE NIWAS VASWANI	
Account Head Details		Amount In Rs.		Premises/Building		BELAIR, PLOT NO. 271/B2,	
0030045501 Stamp Duty		1961000.00		Road/Street		36TH ROAD , BANDRA WEST,	
0030063301 Registration Fee		30000.00		Area/Locality		MUMBAI	
				Town/City/District			
				PIN		4 0 0 0 5 0	
				Remarks (If Any)			
				PAN2=AAFCA2216E~SecondPartyName=BROOKEFIELD			
				CONSTRUCTIONS PVT LTD-			
				Amount In		Nineteen Lakh Ninety One Thousand Rupees Only	
Total		19,91,000.00		Words			



Payment Details		UNION BANK OF INDIA		FOR USE IN RECEIVING BANK			
Cheque/DD Details				Bank CIN		Ref. No.	
				02901792022120249681		514176594	
Cheque/DD No.				Bank Date		RBI Date	
				02/12/2022-11:12:02		Not Verified with RBI	
Name of Bank				Bank-Branch		UNION BANK OF INDIA	
Name of Branch				Scroll No. , Date		Not Verified with Scroll	

Department ID :  
NOTE:- This challan is valid for documents to be registered in Sub Registrar office only. Not valid for unregistered documents.  
सादर चलान केवल दुर्यम निबंधक कार्यालय में नोंदणी करायार्यो के लिये जारी लागू आहे. नोंदणी के लिये केवल दस्तावेजों के लिये चलान लागू नाही.



Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-378-17570	0005718568202223	02/12/2022-14:10:12	IGR188	30000.00
2	(IS)-378-17570	0005718568202223	02/12/2022-14:10:12	IGR188	1961000.00
Total Defacement Amount					19,91,000.00



**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

### Receipt of Document Handling Charges

PRN	0212202205289	Receipt Date	02/12/2022
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Received from DHC, Mobile number 0000000000, an amount of Rs.300/-, towards Document Handling Charges for the Document to be registered on Document No. 17570 dated 02/12/2022 at the Sub Registrar office Joint S.R. Andheri 3 of the District Mumbai Sub-urban District.



### Payment Details

Bank Name	SBIN	Payment Date	02/12/2022
Bank CIN	10004152022120204826	REF No.	233620150782
Deface No	0212202205289D	Deface Date	02/12/2022

This is computer generated receipt, hence no signature is required.



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**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

### Receipt of Document Handling Charges

PRN 0212202205359

Receipt Date 02/12/2022

Received from DHC, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 17570 dated 02/12/2022 at the Sub Registrar office Joint S.R. Andheri 3 of the District Mumbai Sub-urban District.



### Payment Details

Bank Name SBIN

Payment Date 02/12/2022

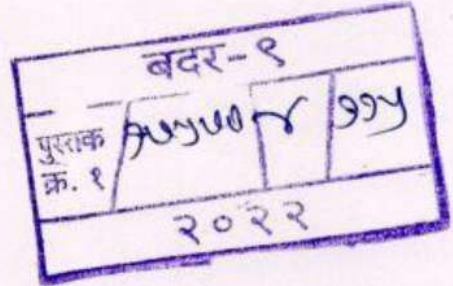
Bank CIN 10004152022120204893

REF No. 233620337040

Deface No 0212202205359D

Deface Date 02/12/2022

This is computer generated receipt, hence no signature is required.





**AGREEMENT FOR SALE**

**BETWEEN**

**Brookefield Construction Private Limited  
(THE PROMOTER)**

**&**

**Mr. Anshul J. Ahuja & Mrs. Kyra Anshul Ahuja  
(THE ALLOTTEE/S)**

**FLAT NO. 1002**

**10<sup>th</sup> FLOOR**

**VASWANI BEL AIR**

**02<sup>nd</sup>, December, 2022**



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## AGREEMENT FOR SALE

**THIS AGREEMENT** is made at Mumbai this 2<sup>nd</sup> day of December, 2022

**BETWEEN**

**BROOKEFIELD CONSTRUCTION PRIVATE LIMITED, [CIN No. U70100MH2005PTC153752] [PAN No. AAFCA2216E]**, a company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office at 602 Sant Niwas, 394 Linking Road, 14th Road Khar West, Mumbai 400052 through the hands of the authorised representatives/Director being Mr Karan Vaswani / Ajay Vaswani pursuant to Board of Resolution dated 30 Dec 2021, hereinafter referred to as the **"Promoter"** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners for the time being and from time to time constituting the said firm, the survivor or survivors of them and the heirs, executors and administrators of such last survivor and its assigns) of the **ONE PART;**

**AND**

(1) **Mr. Anshul J. Ahuja PAN AHKPA0409J AND Mrs. Kyra Anshul Ahuja PAN ALSPM6410D**, adult/s Indian/s inhabitant/s having his/her/their address at Jade Garden, Flat No. 101, Ambedkar Road, Near Sarvodaya Video Library, Khar – West, Mumbai 400 052., 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 in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, 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 and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenership and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns of the **OTHER PART.**



**WHEREAS** Radhe Niwas Co-operative Housing Society Limited ("**Society**") is the owner of and is absolutely seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land being the northern portion of the larger plot of land bearing Final Plot No. 271/B-2 of Town Planning Scheme No. III, Bandra measuring 953 square yards equivalent to 796.8 sq. mtrs. or thereabouts bearing Survey No. F-718 (pt.) situate lying and being at 36th Road, Bandra (West), Mumbai 400050 in the Registration District and Sub-District of Mumbai Suburban (hereinafter referred to as the **"said Land/Project Land"**), together with the Existing Building known as "Radhe Niwas" comprising of ground plus two upper floors (hereinafter referred to as the **"said Existing Building"**) standing thereon bearing Municipal No. H-5282 (2-C), 271/B/4, TPS III (said Land and said Existing Building are hereinafter collectively referred to as **"said Property"**), as more particularly described in the **FIRST SCHEDULE** hereunder written. Copy of the plan demarcating the said Land with **red colour boundary line** is annexed and marked as **Annexure [A]**.

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- B.** By and under an Indenture dated 28<sup>th</sup> December 1962 entered into between Tikamdas Daulatram Lala (therein referred to as Vendor) of One Part and M/s. New Western Builders (therein referred to as Confirming Party) of the Second Part and Society (therein referred to as Purchasers) of the Third Part; the Vendor therein with the confirmation and consent of the Confirming Party therein transferred and conveyed the said Land and the Building unto and in favour of the Society for consideration and upon terms and conditions more particularly set out therein. The aforesaid Deed of Indenture 28<sup>th</sup> December 1962 is registered with the Sub-registrar of Assurances at Bombay bearing registration number BOM/3779 of 1962. We have been provided with photocopy of this Indenture and have been informed.
- C.** By and under a Development Agreement dated 10 March 2002 (hereinafter referred to as the "**said Old Development Agreement**"), executed between the Society herein, therein also referred to as the Society of the First Part, the then Members, therein also referred to as the Members of the Second Part and Topline Tradefinvest Private Limited (now known as *Vaswani Projects Private Limited*), therein referred to as the Developer of the Third Part, the Society and the Members therein, granted unto and in favour of the Vaswani Projects Private Limited ("**VPPL**") the development rights to construct 4 (four) additional floors over and above the third floor of the said Building, together with the right to sell the additional floors, on the terms and conditions more particularly contained therein. Under the said Old Development Agreement, VPPL was entitled to consume the available FSI and to purchase Transferable Development Rights ("**TDR**") under the applicable Development Control Regulations and to construct the four additional floors, ("**Additional Floors**") above the second floor of the said Building (which is to be constructed for the members residing on the ground floor), by consuming the same, at or for the consideration and on the terms and conditions therein contained
- D.** Along with the said Old Development Agreement the Society had also executed a limited Power of Attorney dated 14<sup>th</sup> March 2002 in favour of the VPPL for loading the said TDR on the said Building of the Society ("**said Old POA**"). The said Old POA was notarised before the Notary Mr V. V. Rohra and was not registered with the sub-registrar of Assurances.
- E.** Since the Old Development Agreement was unregistered, the Society, along with its then Members and VPPL executed a Deed of Confirmation dated 27 February 2003 and registered the same with the Sub-Registrar of Assurance at Andheri No. 1 under Serial No. BDR-1/01259 of 2003 ("**said Deed of Confirmation**"). The said Deed of Confirmation records that (i) the parties had failed to appear before the concerned Office of the Sub-Registrar of Assurances, within the time limits prescribed under the Maharashtra Ownership of Flats (Regulation of Promotion, Construction, Sale and Management) Act, 1963 read with the Indian Registration Act, 1908, (ii) the parties have agreed to pay the stamp duty under adjudication, and (iii) the parties confirm the said Old Development Agreement is valid and subsisting, subject to all terms, conditions and obligations being replaced with the terms, condition and obligation as set out in this Agreement, accordingly the parties shall refer only to this Agreement and read this Agreement as a whole which overrides the said Old Development Agreement.
- F.** The Developer and the Society have executed and registered a Deed of Cancellation dated 21 February 2022, thereby cancelling and revoking the said Old Development Agreement, the said Old POA and the said Deed of Confirmation in toto and have

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recorded that neither the VPPL and/or the Society have any claim against each other nor is any party required to pay any amounts to the other in any manner whatsoever for the said cancellation. The said Deed of Cancellation is registered with the Sub-Registrar of Assurances under registration No. BDR-15/2374/2022.

- G. The Society vide a Resolution passed in Special General Body Meeting held on 28<sup>th</sup> Feb 2022 ("**said Resolution**") has unanimously appointed the Developer as developers for developing the said Property. Vide the said Resolution, the Society also authorised the Managing Committee to execute all necessary documents including Memorandum of Understanding, Development Agreement and Power of Attorney.
- H. By and under a Development Agreement dated 22<sup>nd</sup> March 2022 ("**Development Agreement**") entered into between the Society (therein mentioned as "**Owner/Society**") of First Part, 15 Members of the Society (therein mentioned as "**Members**") of the Second Part and the Promoter herein (therein mentioned as the "**Developer**") of the Third Part, the Society has granted and the Members have confirmed to the Promoter the development right with respect to the said Property, for consideration and on terms and conditions as more specifically mentioned therein, and the same has been confirmed by the members of the Society ("**Members**"). The said New Development Agreement is duly stamped and registered with the Sub-Registrar of Assurances vide Serial No. BDR-15/3279/2022. The balance members of the society who could not attend to execution and registration of the Development Agreement has given their written consent for redevelopment and have also executed letters in favour of the Developer for handover of their respective flats to the Developer for demolition and redevelopment of the Property.
- I. Alongwith the said Development Agreement the said Society also executed a Power of Attorney dated 22<sup>nd</sup> March 2022 in favour of the Promoter for the implementation and execution the Development Agreement. The said Power of Attorney dated 22<sup>nd</sup> March 2022 is duly registered with the Sub-Registrar of Assurances vide Serial No. BDR-15/3881/2022.
- J. The Promoter is presently entitled to redevelop *inter-alia* the said Project Land by constructing a residential building known as "**VASWANI BEL AIR**" (hereinafter referred to as "**the said Building**") on the said Project Land, and has registered the project as a 'real estate project' ("**the Real Estate Project/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 MahaRERA Registration number for the said Real Estate Project is P51800045571.

- K. The principal and material aspects of the development of the Real Estate Project are briefly stated below:

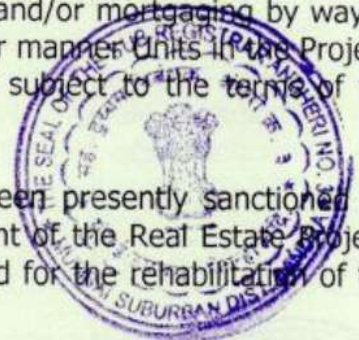
The Promoter is developing the Project Land by constructing a single residential building known as "**VASWANI BEL AIR**" i.e. the said Building.



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- (ii) As per Concession Report the said Building shall comprise of Stilt/ground level, stack car parking and livable floors commencing from 1<sup>ST</sup> floor to 14<sup>th</sup> upper floors.
- (iii) The Promoter has got sanctioned Intimation of Disapproval (IOD) dated 30.12.2021 bearing No. P-8919/2021/H/W Ward/FP/IOD/1/New ("**said IOD**") for the said Project which shall comprise of ground level, stack car parkings and livable floors commencing from 1<sup>st</sup> to 14<sup>th</sup> upper floors. A copy of the said IOD is annexed and marked as "**Annexure [B]**"
- (iv) The Promoter has also obtained Upto 14<sup>th</sup> floor Commencement Certificate (CC) dated 26.08.2022 for the Project ("**said Commencement Certificate**") from the MCGM and marked as "**Annexure [C]**".
- (v) The Promoter has got a NOC from Airport Authority of India (Civil Aviation) dated 20.09.2021 for permissible top elevation AMSL of 57.13 mtrs (Site elevation of 5.52 mtrs and height elevation above ground of 51.61 mtrs).
- (vi) The Promoter is undertaking the development of the said Building, and the said Project Land by exploiting the full development potential (as set out in the Development Agreement) of the said Project Land i.e. by way of *inter-alia* (a) utilising, consuming and loading FSI and also FSI by way of Transfer of Development Rights ("**TDR**") and/or FSI nomenclated in any manner whatsoever including fungible FSI, additional FSI, special FSI, compensatory FSI, incentive FSI, and any other FSI/TDR including TDR that may be acquired in any manner, (b) utilising, consuming and exploiting all the benefits, potential, yield, advantages presently available under applicable law including in Development Control (Promotion and Regulations) for Greater Mumbai, 2034 ("**DCPR 2034**"), (c) dealing with, disposing of by way of *inter-alia* marketing, transferring, alienating, encumbering and/or mortgaging by way of sale, lease, mortgage, hypothecation or any other manner Units in the Project, as may be permitted under applicable law and subject to the terms of the Development Agreement.
- (vii) The Total FSI of 2363.02 square meters has been presently sanctioned for consumption in the construction and development of the Real Estate Project. which shall also include the FSI which is required for the rehabilitation of the Existing Members of the Society.
- (viii) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the **Third Schedule** hereunder written ("**Real Estate Project Amenities**").
- (ix) Since the said Project is a redevelopment of the Property owned by the Society the Promoter shall not be required to form a Society and all the Allottee/s in the Developer's Entitlement flats shall be offered to be made a Member in the said Society as may be required under law/ RERA Act & Rules framed thereunder.
- (x) The Promoter shall undertake the development of the Project Land and said Building in accordance with the terms of the IOD and CC as may be amended,



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modified, varied and substituted from time to time, in accordance with applicable law.

- L. The Promoter has entered into a prescribed agreement with an Architect, registered with the council of Architects and also appointed Structural Engineers for preparing structural designs, drawings and specifications of the said Building 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.
- M. The Promoter has the right to sell the premises (i.e. Developer's Entitlement as defined in the Development Agreement) in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee of the Premises to receive the sale consideration in respect thereof. The Allottee hereby agree and confirm that they have read and understood the Development Agreement and have carried out their Due Diligence for acquisition of the said Premises from the Premises in the said Project.
- N. By and under a Request for Allotment dated 26<sup>th</sup> May 2022, the Allottee/s has/have requested the Promoter to allot a flat bearing no. 1002 on the 10<sup>th</sup> Floor of the Building admeasuring as per RERA 67.45 square meters (Carpet Area) (the "**said Premises**") and one car parking space/s (stilt car parking), as more particularly described in the **Second Schedule** hereinbelow. It is clarified that the carpet area as defined hereinabove is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules (viz. the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls, columns of the Premises).
- O. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/sand/or his Advocates/consultants of all the documents of title relating to the Project Land, and the plans, designs and specifications prepared by the Promoter's Architects, Messrs H.M. Jhaveri & Sons, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including inter-alia the following:
- (a) Copy of the said Development Agreement;
- (b) Copy of the aforesaid IOD;
- (c) Copy of the aforesaid CC;
- (d) Title Certificate dated 17/05/2022 issued by Parth Chande
- (e) Property Register Card for the said Property; and
- (f) All other documents as required to be provided to the Allottee/s under the provisions of RERA and the Rules and Regulations made thereunder.
- P. The authenticated copies of the Property Register Card in respect to the Project Land are annexed and marked as **Annexure "[D]"** hereto;



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- Q. Copy of the Title Certificate dated 17/05/2022 issued by Parth Chande certifying the right/entitlement of the Promoter is annexed hereto and marked as **Annexure "[E]"** hereto ("**the said Title Certificate**").
- R. 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 / Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- S. 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.
- T. 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.
- U. At the request of the Allottee/s the Promoter has agreed to allot and sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoter, the said Premises at or for a consideration of Rs. 3,26,70,000/- (Rupees Three Crores Twenty Six Lakhs Seventy Thousand Only) on the terms and conditions mentioned in this Agreement ("**Sale Consideration**").
- V. The Promoter has availed certain financial facilities from TATA CAPITAL and vide Deed of Mortgage-cum-Charge dated 23<sup>rd</sup> June 2022 and registered in favour of [Tata Capital Housing Finance Limited] (being the Security Trustee of TATA CAPITAL) ("**Lender**") with the Sub-Registrar of Assurances under Serial No. BDR9/4303/2022 against the security of the Developer's Entitlement (save and except the Security Flat (as defined therein)) to be constructed thereon, for undertaking the proposed construction of the Real Estate Project and prior to the execution of this Agreement.
- W. The Promoter has applied and obtained a no objection certificate dated 29.11.2022 bearing reference No. [•] from the Lender for the sale of the said Premises to the Allottee/s, a copy of which is annexed and marked as **Annexure "[F]"**. The Promoter shall further be entitled to avail financial facility from such banks/financial institutions against the security of the Project Land / said Building (Wing A and B) / Real Estate Project as it may deem fit, provided that such charge/mortgage does not in any way affect the rights of the Allottee/s in respect of the said Premises.
- X. Prior to execution of this Agreement, the Allottee/s has/have obtained legal advice and representation with respect to this Agreement and the transaction contemplated hereby with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the said Project Land, and such title being clear and marketable; (ii) the present approvals and permissions (including IOD and CC) obtained till date in respect of the development of the said Project Land, as well as disclosed the requirement of approvals which are required for completion of the Project and (iii) the Promoter is entitled to develop the said Project Land and construct the said Building/ Real Estate Project thereon under various provisions of DCPR 2034 and applicable law and sell the premises therein. The

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Allottee/s undertake that he/she/it has verified through his/her/their financial advisor and is/are satisfied with regard to his/her/their financial ability to consummate the transaction.

- Y. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee/s i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- Z. The Allottee/s was provided with the draft of this Agreement well in advance and has had sufficient opportunity to go through the same and has understood the terms and conditions thereof, upon which the Allottee/s has agreed to enter in to this Agreement. The Allottee/s have also perused to his/her/their/its satisfaction and also taken advise from his/her/their/its advisors/consultants in respect of the disclosures and documents provided by the Promoter with RERA Authority and also to the Allottee/s and after fully understanding the entire the Project and also other details of the Project in depth and the Allottee/s have agreed to acquire the said Premises.

**NOW 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 are 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 the said Building known as "**Vaswani Bel Air**", consisting of ground level and 14<sup>th</sup> upper floors and in accordance with the plans, designs and specifications approved by the MCGM and other local authorities and in accordance with the proposed plans, designs and specifications which have been submitted to the MCGM and other local authorities in the manner more particularly detailed at Recital J above and as depicted in the plans, proformas and specifications which have been seen and approved by the Allottee/s and with only such variations and modifications as the Promoter may consider necessary or as may be required by the MCGM / concerned local authority/ Government or as may be required due to change in law or any court order/s to be made in them or any of them. The Promoter has informed the Allottee/s and the Allottee is aware and understands and has accepted that the Promoter has presently obtained approvals from the Municipal Corporation of Greater Mumbai (MCGM)/concerned authorities for constructing the said Building.

**PROVIDED THAT** the Promoter shall have to obtain the prior consent in writing of the Allottee/s in respect of any major variations or modifications which may materially and directly adversely affect the Premises of the Allottee/s, except, (i) construction of elevation features/amenities above terrace level as per the last approved concessions or such other further concessions/permissions by amending the plans, (ii) 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/s. The Promoter shall also be entitled to make such additions and alterations as may be required by the Allottee/s within the said Premises or as may be required by any other allottee/s of the said Project within



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his/her/their/its premises without the written permission of any other allottee/s of premises in the Project or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an Authorized Architect or Engineer.

3. 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 / concerned local authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the said Premises to the Allottee, obtain from the MCGM / concerned local authority occupation and /or completion certificate in respect of the said Premises. It is specifically agreed and understood that if any consent is required to be taken by the Promoter before carrying out any of the changes, then the Allottee/s hereby gives his /her /their irrevocable consent and shall be deemed to have given his/her/their consent. Provided that the Promoter shall not make any variations or modifications which may adversely affect area and floor of the said Premises of the Allottee/s.

4. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee/s and are listed in the **Third Schedule** hereunder written.

5. **Purchase of the Premises and Sale Consideration:**

(i) The Allottee/s hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s, the said Premises being **Flat No. 1002 being a 2 BHK** admeasuring **726 square ft. RERA carpet area** on the **10<sup>th</sup> floor**, as more particularly described in the **Second Schedule** and as shown in hatched lines on the plan of the said Premises annexed and marked Annexure "[G]" hereto, at and for the consideration of **Rs. 3,26,70,000/- (Rupees Three Crores Twenty Six Lakhs Seventy Thousand Only)**.

A copy of the typical floor plan is hereto annexed and marked as Annexure "[H]" hereto.

(ii) The Allottee shall also be entitled to One car parking space in any arrangement in the said Building (hereinafter referred to as "said Car Parking space/s"). The allotment of the said Car Parking Space/s has been made in favour of the Allottee without any consideration.

(iii) The Sale Consideration to be paid under this Agreement and the manner of payment of installments agreed between the parties in respect of the Premises has been arrived at, after providing a rebate to the Allottee and the same has been agreed and accepted by the Allottee. Further it is agreed and understood by the Allottee/s that the Sale Consideration arrived at between the Allottee/s and the Promoter has on the basis of the carpet area as per RERA. The RERA Payment plan and the rate were shared with the Allottee for the said Premises, however the Allottee has requested to provide lumpsum price rebate and a revised payment schedule, which was on request of the Allottee revised and agreed, and accordingly the structured payment plan was offered by the Promoter and the same has been accepted by the Allottee unconditionally and the Allottee hereby agrees not to raise any objection or



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protest in respect to the price and payment plan at any time for any reason whatsoever.

- (iv) The Allottee has paid before execution of this Agreement, a sum of Rs. 1,35,03,600/- (Rupees One Crore Thirty Five Lakhs Three Thousand Six Hundred only) as advance payment and hereby agrees to pay to that Promoter the balance amount of Sale Consideration of Rs. 1,91,66,400/- (Rupees One Crore Ninety One Lakhs Sixty Six Thousand Four Hundred Only) shall be paid in the manner more particulally set out in the Annexure "I" annexed herein.
- (v) It is clarified that Sale Consideration shall be payable by the Allottee/s in the name of the Promoter in the designated RERA Account. The payments towards GST shall be made by Account Payee Cheques / Pay Order / Demand Drafts in favour of the "Brookefield Constructions Pvt. Ltd. Radhe Niwas Collection Escrow Account".
- (vi) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, GST (as applicable), etc. 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 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.
- (vii) The Promoter shall confirm the final carpet area as per RERA that has been allotted to the Allottee after the construction of the said Building 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. Subject to the provisions of this Agreement, if there is any reduction in the carpet area then Sale Consideration of the Premises shall stand proportionately reduced and the balance amounts shall be adjusted at the time of payment of last instalment of the Sale Consideration payable by the Allottee(s). If there is any increase in the carpet area (as defined under RERA) allotted to the Allottee/s, the Promoter shall demand the additional amounts from the Allottee/s along with the final payment/instalment of the Sale Consideration. It is clarified and agreed that the reconciliation of the amounts payable on determination of the final carpet area shall be made from the last installment to be paid by the Allottee/s. The Allottee(s) hereby gives his/her/their/its irrevocable consent to all of the above.
- (viii) The Sale Consideration is escalation-free, subject to clause (5)(vii) hereinabove and save and except escalations/increases, due to the increase on account of development charges payable to the Competent Authority



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and/or any other increase in charges which may be levied or imposed by the Competent Authority, Local Bodies and/or the Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s 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.

- (ix) The Promoter may allow, in its sole discretion, a further rebate for early payments of equal installments payable by the Allottee(s) by discounting such early payments. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to a Allottee(s) by the Promoter;
- (x) The Allottee/s shall deduct TDS from each instalment of the Sale Consideration as required under Section 194-I of the Income Tax Act, 1961. The deduction of an amount made by the Allottee on account of TDS while making any payment of the Sale Consideration to the Promoter, shall be acknowledged/credited by the Promoter only upon Allottee submitting (a) Form 26QB along with original tax payment challan within 30 (thirty) days from the date making payment of the respective instalment of the Sale Consideration, and (b) the original tax deduction at source certificate within 30 (thirty) days from the date of paying the TDS amounts into the requisite government tax account and provided that the amount mentioned in the certificate matches tallies with the details of Form 26 AS (Tax credit) hosted on the Income Tax Department site.
- (xi) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/them/it under any head(s) of dues against lawful outstanding, if any, in his/her/their/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/their/its payments in any manner.
- (xii) It is further clarified that in the event the Promoter obtains the Occupation Certificate in respect of the said Premises and offers the Allottee/s to take possession of the said Premises prior to the Possession Date (as defined hereinbelow), then in such case the Allottee/s agrees that the Promoter shall be entitled demand the outstanding installments of the Sale Consideration and the Allottee/s agrees and undertakes to pay the same, without any delay and/or demur.

#### 6. Disclosures To The Allottee & Rights And Entitlements Of The Promoter

The Allottee/s and the Promoter agree, declare and confirm that,-

- (i) The Promoter has made full and complete disclosure of the title of the said Project Land and the Allottee/s has taken inspection of the documents and has been provided with the information provided to RERA Authority and as mentioned herein. The Promoter has also explained to the Allottee/s the



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nature, import and significance of the disclosures made by the Promoter to the Allottee/s.

- (ii) The Allottee/s has satisfied itself about the title of the Promoter to the said Project Land and the entitlement of the Promoter to develop the said Project Land.
- (iii) The Allottee/s has satisfied himself/herself/itself with respect to the present approvals and permissions issued in respect of the development of the said Project Land and also the proposed plans and permissions which the Promoter proposes/would carry out during the completion of the Project.
- (iv) The Allottee/s has satisfied himself/herself/itself with respect to the drawings, plans and specifications in respect of the layout of the said Project Land, the said Building, including IOD, CC, layout plans, building plans, floor plans, designs and specifications, common areas, facilities and amenities/recreational amenities and facilities (including as mentioned in the Third Schedule hereunder written).
- (v) The Allottee/s has satisfied himself/herself/itself with respect to the fixtures, amenities and fittings to be provided in the said Premises, as per Annexure "J"
- (vi) The Promoter shall be entitled to undertake the full and maximal development potential of the Project Land as may be permitted from time to time and as permissible under the applicable laws.
- (vii) The Promoter currently envisages that the common areas facilities and amenities and certain recreational amenities and facilities as stated in the Third Schedule hereunder written, shall be provided in the said Project.
- (viii) The Allottee/s has carried out his/her/their independent due diligence and search in respect of the development of the Project Land being undertaken by the Promoter and pursuant thereto, shall find no inconsistency in the development/construction on the said Project Land, the said Building, and also in compliance of applicable laws including but not limited to the DCPR 2034.
- (ix) The Promoter shall not be liable, required and/or obligated to provide any specifications, fixtures, fittings and/or amenities in the said Premises or in the said Building, apart from what is listed in Annexure "J".



The disclosures/documents provided by the Promoter to the RERA Authority at the time of application for registration as well as from time to time including all information pertaining to this Project has been read, understood and consented by the Allottee and the Allottee shall not take any objection or make any claim whatsoever relating to the changes/amendment/revisions which may be carried by the Promoter in this regard and having understood such proposed changes to be carried out, the Allottee has decided to enter into this commercial transaction for acquiring the said Premises. All the disclosures/documents, information provided to the RERA Authority including which are available on RERA website pertaining to the said Project and approvals, FSI, sanctioned and proposed, reservations etc., shall be deemed to have been disclosed herein and are not repeated for the sake of brevity.

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**7. Rights and Entitlements of the Promoter & Nature of Development of the said Project Land:**

- (i) The Allottee/s and Promoter agree, confirm and declare that the Promoter shall be entitled to the rights and entitlements in this Agreement, which shall be exercised in accordance with applicable law,
- (ii) The Project Land is being developed as a real estate project by constructing and developing the said Building for residential user and such user as may be permissible in accordance with applicable law, in the manner more particularly detailed in the Recitals hereinabove. The Promoter shall be entitled to develop the Project Land in accordance with applicable law, the approvals and permissions as may be issued from time to time, and this Agreement.
- (iii) The Promoter shall be entitled to utilise, exploit and consume the entire inherent development potential of the Project Land (including by way of FSI and TDR nomenclated in any manner including additional / incentive / special / premium / fungible / compensatory FSI), as well as any further/future development potential capable of being utilised on the Project Land or any part thereof. The Promoter shall always be the owner and will have all the rights, title, interest in respect of the unsold premises, unallotted / unassigned car parking spaces.
- (iv) It is agreed that in the course of development of the said Project Land and until completion of the development thereof in the manner stated in this Agreement, the Promoter shall be entitled to do the following as it may deem fit in accordance with applicable law-
- (a) Develop the said Project Land and construct the Building thereon as per the sanctioned and proposed Plans ;
- (b) Apply for and obtain approvals and permissions in phases, including amendments to existing approvals and permissions and occupation certificates,
- (c) To apply for and obtain amended / substituted / revised / modified layout plans, building plans and floor plans sanctioning construction of the said Building as may be permissible whilst exploiting the full and maximal development potential of the said Project Land as stated in this Agreement,
- (d) Construct site offices/sales lounge on the said Project Land (or part thereof) and to access the same at any time,
- (e) Unfettered right to (by itself or through its workmen, staff, employees, representatives and agents) enter into and upon the said Project Land, the said Building, and any construction thereon, including to view and examine the condition and state thereof, even after handover of the Building,



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- (f) To use the common areas, facilities and amenities, internal access roads (if any) and all facilities, amenities and services in the layout of the said Project Land, as a member thereof,
- (g) The Promoter hereby agrees to observe all the terms, conditions, stipulations and restrictions, if any, which may be imposed by any statutory authority with respect to the development of the said Project Land (including in the IOD and CC as may be amended, revised and replaced from time to time).
- (h) The Society may appoint a third party / agency for the purpose of operating and maintaining the said Building, said Project Land including any common areas facilities and amenities and recreational amenities and facilities on such terms and conditions as it may deem fit in accordance with applicable law, and the Society/such third party-agency, may collect the costs and service charges for the use and enjoyment thereof from the Allottee/s directly, along with other unit holders and allottees on the said Project Land.
- (i) The Promoter shall be entitled to securitise the Sale Consideration and other amounts payable by the Allottee/s under this Agreement (or any part thereof) 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 and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.
- (j) The name of the Building shall always be "**VASWANI BELAIR**", and shall not be changed without the prior permission of the Promoter.
- (k) In the event any flats/premises/ spaces/areas are unsold/ unallotted/ unassigned on completion of the Building with Occupation Certificate, the Promoter shall be entitled to such unsold areas from the Developer's Entitlement and to undertake marketing, sales etc. in respect of such unsold areas. The Promoter shall however pay the monthly outgoings in respect to such unsold flats in the said Building.
- (l) The Promoter and their surveyors and agents and assigns with or without workmen and others, shall be permitted at reasonable times to enter into the Premises or any part thereof for the purpose of making, laying down maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said Building. The Allottee/s is aware that the main water/drainage pipes of the said Building may pass through certain areas within the said Premises. The Allottee/s agrees that he/she/it/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises,



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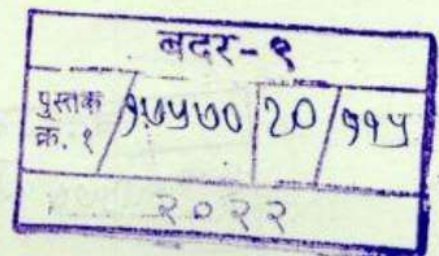
nor shall they in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes in any manner howsoever.

8. The Allottee/s agrees that since the scheme of development of the Project Land placed before him envisages the development of the Project Land to its full and maximal development potential (as permitted in the Development Agreement), the Allottee/s has, after understanding the nature of the scheme, agreed to the rights and entitlements of the Promoter as listed in this Agreement and the reservation of these rights by the Promoter unto itself until completion of development of the said Project Land as stated herein. The Allottee/s agrees, undertakes and confirms that he/she/it/they will not obstruct, hinder or interfere with the development of the said Project Land and all infrastructure thereon including common areas facilities and amenities and recreational amenities and facilities as envisaged under the scheme of development.
9. In addition to the amounts to be paid under Clause 5, the Allottee/s shall pay all other amounts mentioned herein including the amounts mentioned in the table below. The Allottee/s shall pay the amounts mentioned in the table hereunder along with Service Tax / GST and/or any other indirect taxes thereon within 7 (seven) days from the date of the from demand being made by the Promoter in this regard and in any event prior to taking handover of the said Premises for fit-outs works.

Sr. No.	Particulars	Amount in Rs.
(i)	Infrastructure Charges /Development Charges	3,00,000/-
(ii)	Legal Charges	50,000/-
(iii)	Charges towards installation of utilities water, electric meter, pipe gas connection	65,000/-
(iv)	Share Application Charges	5,000/-
(v)	Adhoc Common Area Maintenance Charges for appx. 3 months, subject to actual exp.(@ Rs. 21/- per sq.ft. for each month)	45,738/-
(vi)	Corpus @ 50/- per sq.ft.	36,300/-
	<b>Total</b>	<b>5,02,038/-</b>

It is clarified that the Promoter shall be liable to maintain and/or render individual accounts to the Allottee/s in respect of amounts mentioned at serial no (vi) and (viii) in the table hereinabove and shall give a consolidated account in respect thereof to the Society. It is agreed that the Promoter shall not be liable to render any accounts in respect of the amounts received by them as mentioned at serial no (i) to (v) in the table above.

10. The amounts mentioned in the table hereinabove do not include dues for electricity, gas and other bills for the Premises and the Allottee/s shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned herein above is only indicative and not exhaustive and the Allottee/s agrees to pay to the Promoter, such other charges under such other heads as the Promoter may indicate as the same may tend to vary at the time of handover and/or possession, considering the escalation in rates/charges (if any).



11. The Allottee/s shall pay to the Society, in addition to the Common Area Maintenance Charges, such provisional monthly contribution towards proportionate share of municipal taxes, common area maintenance charges and outgoings regularly by the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever, failing which, interest at the Interest Rate shall be charged, without prejudice to any other rights and remedies available to the Promoter.
12. In the event the Allottee/s fails to make payment of the common area maintenance charges as may be determined by the Society, the Society shall be entitled to utilise the Adhoc Common Area Maintenance Charges or adjust the same, for payment of arrears of maintenance, taxes, outgoings, common area maintenance charges etc. in respect of the said Premises in the said Building. In case there shall be a deficit in the Adhoc Common Area Maintenance Charges, the Allottee/s shall forthwith on demand pay to the Society his/her/their/its proportionate share to make up such deficit alongwith interest at the Interest rate.
13. Upon obtainment of the Occupancy Certificate from the MCGM and upon payment by the Allottee of the requisite instalments 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 as set out in this Agreement.
14. Within 15 (fifteen) days from the date of the Possession Intimation Notice, the Allottee/s shall be liable to bear and pay (irrespective of whether the Allottee/s has taken possession of the said Premises or not, for any reason whatsoever) his / her / their proportionate share of outgoings in respect of the said Premises/said Building and the said Project Land including municipal taxes, local taxes, betterment charges or such other levies by the concerned authority and/or Government, water charges, insurance, common lights, lifts, repairs, salaries of clerks, bill collectors, watchmen, sweepers, liftmen, gardeners, and maintenance charges, cost of management and maintenance of common areas, amenities and facilities and and recreational amenities and facilities also other expenses necessary property taxes and incidental to the management and maintenance of the said Building and said Project Land. The Society shall be entitled to spend the amounts received from the Allottee/s on account of outgoings and municipal taxes for the purposes for which the same are collected and the unspent balance shall remain with the Society.

15. Since the Society is already the Owner of the said Property, the Developer shall not be required to either form a Society or convey the same Land /Project/ Building to the Society.

16. On and after 15 (fifteen) days of the Possession Intimation Notice, if at any time any further tax, levies, cesses and/or charges, and/or betterment charges development charges or other levy are charged, levied or sought to be recovered by MCGM, Government and/or any other local, public or statutory authority in respect of the Premises and/or the Car Parking Space the same shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof. 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 /



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rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee.

17. With respect to any payments to be made by the Allottee/s to the Promoter in accordance with this Agreement, the Allottee/s and Promoter agree, declare and confirm-

- (a) On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount, the Allottee/s shall pay such amount to the Promoter, within 15 (fifteen) days of the Promoter's said written demand, without any delay, demur or default. The Allottee/s agrees and accepts that an intimation forwarded by the Promoter to the Allottee/s that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed.
- (b) The Allottee/s shall make all payments due and payable to the Promoter together with relevant taxes, levies, duties, cesses etc., through an account payee cheque / demand draft / pay order / wire transfer / RTGS / NEFT/ any other instrument drawn in favour of / to the account of the Promoter, as mentioned in Clause (5) hereinabove
- (c) In case the Allottee/s 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 payable to the Promoter under this Agreement. The Allottee/s shall solely be responsible and liable to ensure timely payment of the Sale Consideration (or part thereof) to the Promoter, as and when due, even if the loan or part thereof is not disbursed by the bank / financial institution.
- (d) The timely payment of all the amounts payable by the Allottee/s under this Agreement (including Sale Consideration), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee/s that a particular stage of construction is completed shall be sufficient proof that such stage of construction is completed. The Promoter demonstrating despatch of such intimation to the address of the Allottee/s as stated in this Agreement including by e-mail, shall be conclusive proof of service of such intimation upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.
- (e) It is hereby expressly clarified, agreed and understood that if for any reason whatsoever the Allottee/s commits any delay and/or default in payment of any of the amounts under this Agreement (payment of any installment of the Sale Consideration and/or other payments stipulated under this Agreement, including his/her/their proportionate shares of municipal taxes, common area maintenance and outgoings) on their respective due dates, then in such event, the Allottee/s shall be liable to pay to the Promoter, interest at the rate at which the State Bank of India's highest Marginal Cost of Lending Rate prevailing plus two percent (2%) (as specified in Rule 18 of the RERA Rules, 2017 on the date on which the amount payable by the Allottee to the Promoter, if any, becomes due, provided in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to

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time for lending to the general public (hereinafter referred to as the "Interest Rate") on the amount of the installment/s, deposits, outgoings and/or other dues in arrears, for the period of the delay in payment thereof.

- (f) Without prejudice to the right of the Promoter to charge interest at the Interest Rate as defined hereinabove, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing three defaults in payment of any Installment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including default of payment of instalments of the Sale Consideration and/or the charges mentioned in Clause 9 hereinabove and/or his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) the Promoter shall be entitled to at his own option and discretion, terminate this Agreement. Provided that, the Promoter shall give 3 (three) notices of 15 (fifteen) days each in writing to the Allottee ("Default Notices"), 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 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 last Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the period mentioned 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 deduct any and all amounts set out in Clause 22 (c) of hereinbelow. Within a period of 30 (thirty) days from the execution and registration of the Deed of Cancellation of this Agreement and resale of the said Premises to a third party, whichever is later, the Promoter shall after deducting the amounts set out in Clause 22 (c) of hereinbelow (if any amounts remaining) refund the balance amount of the Sale Consideration to the Allottee. Upon the termination of this Agreement on the third Default Notice, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car parking space/s and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or car parking space/s in the manner it deems fit and proper and the only right of the Allottee/s shall be to receive the balance amounts available (out of the Sale Consideration paid till then), if any, post such deductions as stipulated in Clause 22(c) hereinbelow.

In the event of delay and/or default in making payment of any Service Tax, VAT, GST, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter, under this Agreement or under applicable law, the Promoter shall be to adjust against any subsequent amounts received from the Allottee, the said unpaid tax, levy, cess etc. along with interest as per applicable laws, penalty etc. payable thereon, from the due date till the date of adjustment against any subsequent amounts received from the Allottee.



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- (h) The Promoter shall have a first and paramount charge on the said Premises with respect to any amounts due and payable by the Allottee/s to the Promoter under this Agreement.
- (i) Notwithstanding anything to the contrary contained herein, it is agreed that the Promoter shall have irrevocable and unconditional right and shall be entitled to apply and appropriate and adjust any and all the amounts paid by the Allottee/s to the Promoter either under or pursuant to this Agreement or otherwise, in the manner stated above or in such manner and in such order and against such amounts payable by the Allottee/s to the Promoter under this Agreement including any amount that may be outstanding on account of non-payment of TDS or non-submission of TDS certificate, as the Promoter may deem fit in accordance with applicable law.
- (j) All taxes, charges, duties, cesses, premiums including but not limited to service tax, GST, VAT or any other impositions or levies or interest or penalties thereon, (i) on account of this transaction or (ii) on account of the development of the Project Land or (iii) on the Sale Consideration and all other amounts payable by the Allottee/s as provided herein, and/or in case of cancellation / refund shall be to the account of the Allottee/s alone and the Promoter shall not be liable to pay the same and the Allottee/s shall pay the same to the Promoter within the time stipulated by the Promoter. For the avoidance of doubt, the Promoter's decision as regards the quantum of such taxes, charges, duties, cesses, premiums, impositions, levies, shall be final and binding on the Allottee/s.
- (k) The Allottee is aware that the brickwork and flooring, external façade/windows and partition wall, whether internal or external of the building, may be initiated by Promoter at any stage during the construction cycle simultaneously with casting of slabs and the Promoter shall raise demands for the instalments in respect thereof simultaneously with demands for the installments payable for commencement/completion of slabs. The Allottee undertakes to make payment of installments in respect of the same as and when demanded by the Promoter and shall not dispute or challenge the said demands under any circumstances and any reason whatsoever.
- 18.** The Allottee/s shall be entitled to avail loans/mortgage the said Premises subject to the following:
- (a) The Allottee/s shall be entitled to avail loan from a bank/ financial institution and to mortgage the Premises by way of security for repayment of the said loan to such bank / financial institution, with the prior written consent of the Promoter.
- (b) All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.



*[Handwritten signature]*

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