
AGREEMENT FOR SALE

BY AND AMONG

**OXFORD NAVRANG REALTY LLP
("PROMOTER")**

AND

[•]

("FLAT PURCHASER/S")

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** ("**Agreement**") is made at Mumbai, this _____ day of October 2022;

BETWEEN

OXFORD NAVRANG REALTY LLP, a Limited Liability Partnership firm, duly incorporated under the provisions of the Limited Liability Partnership Act, 2008 having income tax PAN No. _____ and having its Registered Office at 7, Shiv Sagar CHS, Sector-1, Charkop, Kandivali (West), Mumbai- 400 067, (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 its successors and permitted assigns;

AND

MR./MRS./MS. _____, of Mumbai, Indian Inhabitant, residing at _____, (hereinafter referred to as the "**FLAT PURCHASER/S**"), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and his/her assigns.

OR

_____ **PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 or Companies Act 2013 and having its registered office address at _____, (hereinafter referred to as the "**FLAT PURCHASER/S**"), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and its assigns.

OR

M/s. _____, a partnership firm incorporated under the provisions of the Indian Partnership Act, 1932 and having its registered office at _____, represented through its partners (i) _____, (ii) _____ and (iii) _____ (hereinafter referred to as the "**FLAT PURCHASER/S**"), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its present and future partner, their respective legal heirs, executors, successors of the firm and permitted assigns.

The Promoter and the Flat Purchaser/s shall, hereinafter, be collectively referred to as the "**Parties**" and individually as "**Party**".

WHEREAS:

Promoter	Flat Purchaser/s

- A. **'Goregaon Nav Nirmata Co-operative Housing Society Limited'** ("**Society**") is seized, possessed of and/or otherwise well and sufficiently entitled to all that pieces and parcels of land bearing CTS no. 355(Part) (1 to 9) and bearing Survey No. 7 of Village Pahadi, Taluka Borivali, admeasuring 664.49 sq. mtrs (Six Hundred and Sixty Four decimal Forty nine) sq. mtrs., and situated at Building no. 15, Siddharth Nagar, S.V. Road, Goregaon (West), Mumbai 400 104, in the District and registration Sub-District of Mumbai city and Mumbai suburban ("**Land**") together with a building standing thereon known as 'Goregaon Navnirmata' comprising of ground plus 3 (three) upper floors, having 32 (thirty-two) flats ("**Building**"). The Land and the Building, are, hereinafter, collectively referred to as the "**Property**". The Land is more particularly described in the **First Schedule** written hereunder.
- B. The manner in which the title of the Property has been acquired by the Society is as under:
- i. That the Maharashtra Housing And Development Authority ("**MHADA**"), a Statutory Corporation constituted under the Maharashtra Housing And Area Development Authority Act 1976 (Maha XXVIII of 1977) ("**the said Act**") having its office of Griha Nirman Bhavan, Kala Nagar, Bandra (East), Mumbai-400051., was originally the Owner of the Property.
 - ii. That, the MHADA had allotted all the 32 (thirty-two) tenements respectively located in the said building No. 15 to 32 (thirty-two) to different Allottee on rental basis under the Employer Contribution Scheme. Subsequently, the M.H and A.D Authority had taken a decision to convert all the Rental Tenements on ownership basis in the year 1981. Accordingly, the members/allottees/owners of the said 32 (thirty-two) tenements/ flats comprised in the said Buildings have formed a society and registered the same with the Registrar of Co-operative Societies known as the Goregaon Nav Nirmata Co-operative Housing Society Limited, a Society bearing registration number BOM/HSG/7617 dated 28.05.1981.
 - iii. Thereafter, vide a registered Indenture of Lease dated 23rd September, 1998 ("**Indenture of Lease**") lodged for registration with Confirmation Deed under receipt no. PBDR- 2/4623 & 4624/1998, entered into and executed by and between MHADA on the one part and the Society, i.e., '**Goregaon Nav Nirmata Co-operative Housing Society Limited**' on the other part, the MHADA had demised, by way of lease, the Building standing on the Land to the Society for the purpose of residential use to its members for 99 (ninety nine) years, for the price, terms and conditions more particularly mentioned therein.
 - iv. Further, vide a registered Deed of Sale dated 23rd September, 1998 ("**Deed of Sale**") lodged for registration with Confirmation Deed under receipt no. PBDR - 2/4625 & 4626/1998 entered into and executed by and between the MHADA on the one part and the Society, i.e., '**Goregaon Nav Nirmata Co-operative Housing Society Limited**' on the other part, the

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MHADA had conveyed, transferred and granted to the Society, all that right, title and interest in respect of the Building standing on the Land for the price, terms and conditions more particularly mentioned therein. In pursuance of the Indenture of Lease and Deed of Sale, the Society, i.e., '**Goregaon Nav Nirmata Co-operative Housing Society Limited**', became seized and possessed of and otherwise fully well and sufficiently entitled to Lease hold right on the Land and ownership right of the Building standing thereon, i.e., the Property.

- v. There was mistake in the City Survey number of plot and correct City Survey number is 355 (pt.), 355 (1 to 9) and accordingly, vide the Deed of Rectification dated 29th July, 2008 (in respect to the Indenture of Lease) ("**Rectification Deed**"), bearing registration no. BDR12-07188-2008 on 6th September, 2008 rectified the aforesaid mistake in the Indenture of Lease. Also, vide another Deed of Rectification dated 29th July, 2008 (in respect to said Sale Deed) bearing registration no. BDR12-07189-2008 on 15th October, 2008 rectified the aforesaid mistake in the Deed of Sale.
 - vi. In the circumstances, the Society is seized and possessed of the Property viz. as a lessee of MHADA in respect of the Land by virtue of the Indenture of Lease, and as the owner of the Building by virtue of the Deed of Sale and Rectification Deed.
- C. The Building was constructed approximately 40 (forty) years ago and required extensive repairs, both internally and externally. Further, the condition of the Building was dilapidated. Considering the cost for undertaking such repairs and maintenance, the Society considers it desirable to demolish the same and reconstruct/redevelop new building(s) to accommodate the Members and the Purchaser(s) by utilizing the land floor space index ("**FSI**"), Fungible FSI and Transferrable Development Rights ("**TDR**") relating to and arising out of the Land as per then prevailing Development Control Regulations for Greater Mumbai, 2034 (as may be amended and modified from time to time) ("**DC Rules**").
- D. The Society decided to put up a notice on the premises of the Society and invited prospects from the intending developers and also appointed a special committee i.e.: Managing Committee to consider the proposal and take a suitable decision, which may be beneficial and in favor of the Society as well as the Members.
- E. The Society received offers from intending developers, who showed their readiness and willingness to develop the Property by demolishing the Building and to reconstruct new building/s consisting of ground plus 7 (seven) floors with shop on front side and car parking spaces under the stilts on the back side commercial units on the 1st (first) floor and residential flats from 2nd (second) to 7th (seventh) floors in accordance with the plans to be approved by Municipal Corporation of Greater Mumbai by procuring development rights certificate (DRC) at their own costs in lieu of permitting them to demolish the Building

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herein and reconstruction of new building/s.

- F. Thereafter, a Development Agreement dated 27th August, 2007 duly registered before the office of Sub-Registrar of Assurances, Borivali No. 4, Mumbai under BDR-10-6391-2007 ("**the erstwhile Development Agreement**") was made and entered into between the Society of the One part and M/s. Sahajanand Developers ("**the erstwhile Developer**"), a sole proprietorship of Shri Jitu Bhai Barot (therein referred to as the Developer) of the other part. Under the erstwhile Development Agreement, the Society had granted the re-development rights in respect of the Property on the terms and conditions therein mentioned in favor of the erstwhile Developers. The Society had permitted the erstwhile Developer to demolish the Building and construct a new building/s consisting of ground plus 7 (seven) floors with shops on the front side and car parking spaces under the stilts on the backside, commercial units on the 1st (first) floor and residential flats from the 2nd (second) floor to seventh subject to approval of the building plan.
- G. The Society had agreed to execute a General Power of Attorney in favor of the erstwhile Developer M/s. Sahajanand Developers and/or their partners and/or their nominee/s to appoint M/s. Sahajanand Developers to initiate necessary steps development. The Society in its Special General Body meeting held on 10th March, 2007 had passed a resolution to grant and execute the General Power of Attorney in favor of the nominee/s of the erstwhile Developer M/s. Sahajanand Developers.
- H. Pursuant to the erstwhile Development Agreement and upon the request by the erstwhile Developer and to facilitate the re-development work, the Society had also executed a Special Power of Attorney dated 23rd February, 2008 duly registered before the Office of Sub-Registrar of Assurances, Borivali-4, Mumbai under BDR 10-1549-2008 ("**the erstwhile Power of Attorney**") in favor of proprietor of the erstwhile Developer inter alia authorizing him with various powers as mentioned therein for sole purpose of re-development.
- I. The Society received a grant of NOC from MHADA for reconstruction of the said Building. The grant of NOC is as per the policy laid down by the MHADA vide A.R. No. 5998 dated 09/01/2004 and 6041 dated 29th July, 2004 and 6260 dated 4th July, 2007. Thereafter, the Society received an offer letter from MHADA dated 17th April, 2010 for the proposed redevelopment of the Building.
- J. In the meanwhile, the Society received a Notice dated 14th February 2013 under Section 353 B of the Mumbai Metropolitan Corporation Act, 1888 to get the said Building examined by the Licensed Structural Engineer registered with Municipal Corporation of Greater Mumbai and to submit the Structural Stability Certificate certifying that the said building is fit for human habilitation.
- K. The erstwhile Developer, M/s. Sahajanand Developers sent a revised Proposal Letter for the redevelopment of the Society dated 14th February 2014, after which the erstwhile Developer executed a Declaration cum Indemnity bond dated 9th

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July 2014 by and between the Society to keep the Society indemnified in respect to the offer proposed to the Society.

- L. Thereafter on 19th March 2017, a Supplementary Agreement ("**the said Supplementary Development Agreement**") for Re development in supra to the erstwhile Development Agreement was executed by and between the erstwhile Developer M/s. Sahajanand Developers and the Society with revised and additional terms mentioned therein.
- M. The erstwhile Developer namely M/s. Sahajanand Developer was not able to fulfill their part of obligations under the erstwhile Development Agreement read with the said Supplementary Development Agreement. The Society held several meetings and also had addressed several letters/correspondences, with the erstwhile Developer informing them that time is of the essence for them to comply with their obligations under the erstwhile Development Agreement. Ultimately by a unanimous resolution of the Society passed under the Extra Ordinary General Meeting dated 7th April, 2019, the said Society decided to terminate the erstwhile Developer. Subsequently, all the legal formalities were executed to terminate the erstwhile Developer and the Society vide its termination notice/letter dated 13th June, 2019 informed the erstwhile Developer of the same. The copies of the minutes of the EGM dated 7th April, 2019 and termination notice dated 13th June, 2019.
- N. Subsequently, the Society, in the year 2019, filed an Arbitration Petition No. 1202 of 2019 ("**the said Arbitration Petition**") in the Hon'ble Bombay High Court ("**the Hon'ble Court**") against the erstwhile Developer, for ad-interim reliefs inter alia seeking permanent injunction restraining the erstwhile Developer from claiming or deriving any benefit under the erstwhile Development Agreement and the said Supplementary Agreement. Vide the said Arbitration Petition, the Hon'ble Court was informed about the defaults of the erstwhile Developer and their termination.
- O. The Hon'ble Court vide its order dated 11th November 2019 was pleased to dispose of the said Arbitration Petition thereby appointing Mr. Piyush Raheja as a sole arbitrator to decide the disputes and differences between the parties arising out of the erstwhile Development Agreement.
- P. Consequently, vide an order dated 3rd October, 2020 ("**the said order**"), passed by the Learned Arbitrator Piyush Raheja, on the application under section 17 filed by the Society, the said application was disposed of by the Ld. Sole Arbitrator. The learned Sole Arbitrator Piyush Raheja, vide the said order, pending the commencement and culmination of the arbitration proceedings, the erstwhile Developer was restrained by way of temporary injunction, from interfering or intermeddling in the process of appointing a new developer and/or self-development process initiated by the said Society for completion of the redevelopment process of the Property. Till date, no appeal has been filed by the erstwhile Developer against the said order.

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- Q. The Members of the Society unanimously decided to appoint some new fit, proper and able developer to re-develop the said Property. Therefore, the said Society, as per the proper tendering process submitted to the Co-operative department of Government of Maharashtra as per GR dated 4th July, 2019, called for tenders to carry out the redevelopment of the Property. Thus, by virtue of the Hon'ble Court's order dated 11th November 2019, the said order and the legal opinion dated 9th October, 2021 of M/s. Solicis Lex, Advocates and Solicitors consulted by the Society, the said Society has finalized Oxford Navrang Realty LLP i.e. the Promoter herein as the new developer for the reconstruction/redevelopment of the Building of the said Society after finalizing the offer Letter dated 8th October 2021 by the Developer herein for redevelopment of the Society through the necessary procedure and in compliance with the MHADA guidelines and pursuant to the same the Society has passed Special General Body Meeting Board resolution dated 10th October 2021 appointing the new developer.
- R. The Promoter herein had given various offers vide letters dated 28th September, 2021, 29th September, 2021 and finally revised offer letter dated 8th October, 2021. In the Special General Body Meeting of the Society held on 10th October 2021 as per the Government Notification, out of the 32 (thirty-two) members of the said Society, 26 (twenty- six) members were present and all of them had consented to the appointment of the Developer herein for carrying out the redevelopment of the said Property and in view thereof it was resolved inter alia to appoint the new developer for redevelopment of the said Property. Copy of the offer letter dated 8th October, 2021 and Board Resolution dated 10th October 2021.
- S. The Proposal for Redevelopment was discussed at length and the said Society and the members in its Special General Body Meeting dated 10th October, 2021 agreed that the provisions of the Development Control Regulations for Greater Bombay 2034, afforded them the better opportunity to obtain larger flats with modern amenities if they re-develop the said Property by demolishing the said Building and constructing a new multistoried building. The Developer shall obtain at his own costs, revised offer and NOC from MHADA in the name of the Society in accordance with the provisions of the Development Control Regulations (DCR) for Greater Bombay, 2034 DCR No. 33 (5) for MHADA Layout @ 3.00 F.S.I. + pro-rata of layout + fungible for MHADA layout and shall get the entire building plan approved as per MHADA NOC with 35% (thirty five percent) fungible F.S.I. & obtain I.O.A. (Intimation of Approval) before the Members vacate their existing flats.
- T. The representative of the Hon'ble Dy. Registrar of the Co-operative Society, *Mumbai Suburb MHADB, Mhada Mumbai has appointed its authorized Officer - Grade 1 for 79 A process vide its letter dated 16th December 2021 bearing its reference no. Mum. Bo./Dy. regs./Co-op. So./B-1/4996/2021, have recorded that as per the Special General Body Meeting held on 12th December, 2021 whereby the selection was conducted and the Promoter herein have been duly elected and appointed as Developers for redeveloping the Property.

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- U. Vide a registered Development Agreement dated 15th February 2022 executed by and between the Promoter herein and the Society herein and duly registered at BRL4_JT Sub Registrar Borivali No. 4, with its Serial no. BRL-4-2627-2022 ("**Development Agreement**") the Promoter was granted development rights with respect to the Property in writing on the terms and conditions more particularly contained in detail therein. The Society also executed a Power of Attorney dated 15th February 2022, in favour of the Promoter and duly registered at BRL4_JT Sub Registrar Borivali No. 4, with its Serial no. BRL-4-2628-2022 for the purpose of redevelopment of the Property, including liaising with the concerned authorities and obtaining necessary approvals/licenses/permits.
- V. Vide a board resolution dated 10th December 2021, resolved that the said Oxford Realtors India Pvt. Ltd shall change its name to M/s. Oxford Navrang Realty LLP as per the requirements of its bankers who have stated that a new company/LLP may be incorporated for the above project which has a clean balance sheet. The Promoter hereby assures the said Society that the above change shall in no way affect the terms and conditions and execution of the Re development process as agreed with the said Society.
- W. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Maharashtra under no. **P51800047342**, an authenticated copy of the same is attached herewith as **Annexure " _ "**.
- X. In terms of the Development Agreement, the Promoter is required to construct a new building comprising of ground floor plus 22 (twenty two) upper floors ("**New Building**"). The Promoter is required to construct and handover the requisite number of flats in the said New Building to be constructed on the Property as set out in detail in the Development Agreement to the existing Members of the Society ("**Member's Portion**"), free of cost on ownership basis and are well and sufficiently entitled to sell, allot, lease or otherwise deal with all the remaining shops/offices/flats and car parking spaces in the said new building ("**Promoters Portion**") at their absolute discretion and appropriate the proceeds thereof to themselves.
- Y. The Promoter thus proposes to construct the New Building in accordance with the building rules and regulations and bye-laws of the Municipal Corporation of Greater Mumbai and the provisions of the Development Control and Promotions Regulations, 2034, and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the State Government or any other Competent Authority;
- Z. The Promoter hereby declares that the floor space index available as on date in respect of the project land is 3 or more (_____) square meters only. The Promoter has disclosed the floor space index of _____ square meters as proposed to be utilized by him on the project land in the said project.

Promoter	Flat Purchaser/s

- AA. All the members of the Society had vacated their respective premises and the Original Building standing on the Property, has since been demolished;
- BB. The Promoter has got the plans, specifications, elevations, sections and details of the New Building sanctioned from the MCGM for construction of the new building vide Intimation of Approval (I.O.A.) bearing reference No. MH/EE/BP CELL/GM/MHADA-53/1116/2022 dated 19/05/2022 as amended from time to time. The MCGM has also further issued the Commencement Certificate (C.C.) bearing reference No. _____ dated _____ in respect of the New Building;
- CC. The Promoter and the members of the Society have identified and ear-marked the flats and the car-parking spaces forming part of the Members Portion and the Promoters Portion;
- DD. The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- EE. The Promoter is entitled to purchase Transfer of Development Rights (TDR)/FSI by paying premium for the purposes of consuming and utilizing it on the Property and/or merge the scheme for development on the Property with any other scheme *inter alia* to gain maximum FSI that can be loaded and utilized on the Property, as permissible by the MCGM, D.C. Rules and Regulations and other applicable laws from time to time.
- FF. The Promoter has given inspection to the Flat Purchaser/s of all the documents of title relating to the Land, plans, designs and specifications prepared by the Promoter Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (“RERA”) and the rules made thereunder, and satisfactory inspection of the certificate of title issued by their Advocate appointed by them, copy of property register card (“PRC”) extracts, and all other revenue records showing the title of the Society to the Property. A copy of the title report dated 7th September 2022 is also annexed hereto and marked **Annexure”_”**. The copy of property card is also annexed hereto and marked **Annexure”_”**.
- GG. The Flat Purchaser/s hereby confirm and acknowledge that they have obtained information relating to the sanctioned plans, layout plans along with specifications approved by the competent authority, stage wise time schedule of completion and all such information as required under the RERA and they have satisfied himself/herself/themselves about the title of the Promoter to the said Property and the Flat Purchaser/s confirm that he/she/they are entering into this Agreement after inspecting the aforesaid documents and shall never raise any objection/s to the same.
- HH. The Flat Purchaser/s applied to the Promoter for sale of flat, out of the area

Promoter	Flat Purchaser/s

allotted to the Promoter, to the Flat Purchaser/s being flat no. [____] on [____] floor in the [____] wing in the new building/s (“Flat”) to be constructed on the Land, more particularly described in the **Second Schedule** hereunder written.

- II. The Promoter has, accordingly, agreed to sell to the Flat Purchaser/s the Flat and the Flat Purchaser/s has/have agreed to purchase from the Promoter the Flat on such terms and conditions more particularly mentioned hereinafter.
- JJ. Prior to the execution of these presents, the Flat Purchaser/s has paid to the Promoter a sum of **Rs. [_____]** (**Rupees _____ only**) being 10% (Ten Percent) out of the total price payable for the Flat agreed to be sold by the Promoter to the Flat Purchaser/s as an advance payment (the payment and receipt whereof the Promoter do thereby admit and acknowledge) and the Flat Purchaser/s has agreed to pay to the Promoter the balance of the total price in the manner hereinafter appearing.
- KK. Under section 13 of RERA, the Promoter is required to execute a written agreement for sale of the said Flat with the Flat Purchaser/s, being in fact these presents and also to register this Agreement under the Registration Act, 1908.
- LL. AND WHEREAS, the promoters have represented to the Allottee/s that the said project have been financed by Aditya Birla Housing Finance Limited. The allottee/s consents that the promoter/s reserves right to create mortgages / encumbrances as required from time to time, save and except the rights of the Allottee/s on the said flat. The promoters have obtained NOC dated _____ from Aditya Birla Housing Finance Limited thereby granting permission for entering into this agreement.
- MM. 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 Flat Purchaser agreed to purchase the Flat and ____ car parking space (if applicable).

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

1. Recitals

The Parties hereby declare that the statements, declarations and representations on their respective parts as contained in the foregoing recitals as also hereinafter contained are true to their own knowledge and are made by them conscientiously, believing the same to be true knowing full well that relying upon the said

Promoter	Flat Purchaser/s

statements, declarations and representations to be true and correct.

2. Consideration

- 2.1 The Flat Purchaser/s agrees to purchase from the Promoter and the Promoter agrees to sell to the Flat Purchaser/s a flat bearing no. [____] on the [____] floor, admeasuring [____] sq. ft. [(carpet area)]¹ in “_____” (“Flat”) as shown in the floor plan thereof hereto annexed and marked **Annexure “_”** along with a stilt/podium car parking space bearing no. [____] (“Parking Space”), [the Flat and the Parking Space (wherever applicable) are hereinafter collectively referred to as “Premises”], for the price of **Rs. _____/- (Rupees _____ Only)** (“Consideration”) including the proportionate price of the common areas and facilities appurtenant to the Flat. The Sale Price shall be exclusive of all taxes, levies, duties, cesses etc. All such taxes, levies, duties, cesses (*whether applicable/payable now or become applicable/payable in future*) including Goods & Services Tax (“GST”) shall be borne and paid by the Flat Purchaser/s alone and the Promoter shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof. The nature, extent and description of the common/limited area and facilities are more particularly described in the list annexed hereto and marked **Annexure “_”**. The Premises agreed to be sold hereunder are more particularly described in the **Second Schedule** hereunder written.
- 2.2 The Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat.
- 2.3 The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation 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.

3. Payment Schedule

The Allottee has paid on or before execution of this agreement a sum of **Rs. _____/- (Rupees _____ Only)** (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to

¹ Solicis Comment: Client to ensure that the carpet area has to be calculated as per RERA.

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pay to that Promoter the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner :-

- A. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement;
- B. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- C. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- D. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- E. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- F. Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- G. Amount of Rs./-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- H. Balance Amount of Rs. _____/- (Rupees _____ Only)against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

4. Inspection of Completion Premises

It is agreed that any communication either orally or in writing by the Promoter to the Flat Purchaser/s for inspection of the said Property by the Flat Purchaser/s and/or about the completion of a particular stage of construction is sufficient and within 7 (seven) days of such notice, the Flat Purchaser/s shall pay to the Promoter the requisite installment of the Consideration.

5. Taxes

The Flat Purchaser/s hereby undertakes to pay the amount of the GST along

Promoter	Flat Purchaser/s

with each installment. The Promoter shall not be bound to accept the payment of any installments unless the same is paid along with the amount of the GST applicable thereon and the Flat Purchaser/s shall be deemed to have committed a default in payment of amount due to the Promoter hereunder, if such payment is not made along with the GST amount. Provided further that if no account of any change/modification/amendment in the present statute or laws or rules and policies by the central government or the state government, any other taxes become payable hereafter on the amounts payable by the Flat Purchaser/s to the Promoter in respect of this Agreement and/or the GST levied is increased, the Flat Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Flat Purchaser/s do and doth hereby agree and indemnify and keep indemnified the Promoter and its successor-in-title and assigns in respect thereof.

6. Timeline to make Payment and Default Mechanism

- 6.1 The Flat Purchaser/s agrees to pay to the Promoter the aforesaid instalments within 7 (seven) days from the date of demand by the Promoter. In the event the Flat Purchaser/s defaults in making such payment within the stipulated time line as mentioned hereinabove, the Flat Purchaser/s shall be liable to pay to the Promoter such amount which is due along with an interest which shall be the State Bank of India highest Marginal Cost of Lending Rate plus 2% (two percent) of this Agreement value, on all the delayed payments which become due and payable by the Flat Purchaser/s under this Agreement from the date the said amount is payable by the Flat Purchaser/s till realization of the same. The Promoter shall in respect of any amount remaining unpaid by the Flat Purchaser/s under the terms and conditions of this Agreement have a first lien and charge on the Flat agreed to be acquired by the Flat Purchaser/s.
- 6.2 In the event the Flat Purchaser/s defaults in paying the interest as contemplated in Clause 6.1 herein above, then in that case, the Promoter shall have the absolute right to rescind this Agreement.
- 6.3 On the Flat Purchaser/s committing default in payment of any installment due and payable by the Flat Purchaser/s to the Promoter (including his/her/their proportionate share of taxes, rates, cesses, other charges and all other outgoings) under this Agreement, and/or the Flat Purchaser/s committing breach of any of the terms herein contained, the Promoter shall be at liberty to terminate this Agreement by giving 15 (fifteen) days prior notice in writing. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Flat Purchaser/s the amount of installments of Consideration in respect of the Flat which may till then have been paid by the Flat Purchaser/s to the Promoter without any interest, within 30 (thirty) days of such termination, after forfeiting a minimum of [___]% (_____ percent) of the Consideration amount or a minimum of [___]% of the Consideration in case any brokerage being paid with respect to the sale of the Flat. Further, the Promoter shall not be liable to reimburse to the Flat Purchaser/s any Government Charges such as stamp duty, registration charges GST etc. Upon the termination of this Agreement, under this

Promoter	Flat Purchaser/s

clause, the Promoter shall be at liberty to sell the Premises to any other person of their choice and at such price as the Promoter may deem fit and the Flat Purchaser/s shall not object to the same.

7. Compliance

7.1 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 MCGM, or any other concerned authorities at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Premises to the Flat Purchaser/s, obtain from the MCGM and/or concerned authorities occupancy certificate (OC) in respect thereof.

7.2 The Promoter shall construct the new building in accordance with the plans, designs and specifications approved by the Municipal Corporation of Greater Mumbai and which has been seen and approved by the Flat Purchaser/s. The Flat Purchaser/s agree that the Promoter is/will be entitled for any minor variations and modifications in the building plans and elevation of the building as the Promoter thinks appropriate or as may be required by Municipal corporation of Greater Mumbai which does not affect the area of the Flat.

8. Variation in Carpet Area/ Tolerance Limit:

The Flat Purchaser/s agree/s and confirm/s that there could be variation in the Carpet Area (RERA) of the completed Flat on measurement thereof, to the extent of 3% (three percent) of the Flat as a result of construction/execution/finishing or measurement variances etc. The Flat Purchaser/s accept/s the same and agrees that he/she/they/it shall not claim any adjustment, or reduction, in the Purchase Price on account of such variation (if any). However, if the Carpet Area (RERA) of the constructed Flat increases or decreases over and above the variation/tolerance referred above, the Purchase Price shall vary accordingly, that is: (i) if there is a reduction, the amount reduced shall be adjusted by Promoter at the time of offering possession of the Flat, and (ii) if there is an increase, then the increased amount shall be payable by Flat Purchaser/s to the Promoter prior to taking possession of the Flat. It is clarified that the payments to be made by the Promoter/Flat Purchaser/s, as the case may be, under this article, shall be made at the same rate per square meter on pro-rate/proportionate basis tolerance limit.

9. Verification of Title by Flat Purchaser

The Flat Purchaser/s has made enquiries and is satisfied that the title of the Promoter to the said Property is marketable and free from encumbrances and that the Promoter has the authority to develop the same. The Flat Purchaser/s has inspected the original title certificate issued by the Advocate of the Promoter. The Flat Purchaser/s has/have also checked the webpage of the Promoter and the Flat Purchaser/s is/are satisfied that the Promoter have obtained the necessary permissions, approvals required for development of the said Property

Promoter	Flat Purchaser/s

and that pursuant thereto, the Promoter herein is entitled to develop the said Property.

10. Amenities

The fittings and amenities to be provided by the Promoter in the new building/s and the Flat are those as set out in **Annexure “__”** hereto.

11. Possession Timeline and Termination

- 11.1 Upon completion of construction of the new building and receipt of the occupation certificate in respect thereof, the Promoter shall endeavor to put the Flat Purchaser/s in possession to occupy the Flat, within 3 (three) months from issuance of such notice.
- 11.2 If construction of the new building/s is not completed on or before 31st October 2025, then the Promoter shall complete construction of the new building/s within a further penalty free grace period of 6 (six) months. However, the aforesaid timelines are subject to the Force Majeure situation and/or the extension granted by the RERA authorities in case of any other justifiable reasons.
- 11.3 However, save and except in cases of Force Majeure or the cases where RERA authority grants extension to the Promoter for justifiable reasons, if the Promoter fails or neglects to give possession of the Flat Purchaser within the agreed/extended timelines and the Flat Purchaser/s demand refund of the amounts paid by them to the Promoter, the Promoter shall be liable to refund to the Flat purchaser the amounts already received by him in respect of the Flat with interest, which shall be State Bank of India highest Marginal Cost of Lending Rate plus 2% (two percent) from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Once the amount is refunded this Agreement shall stand terminated.
- 11.4 Alternatively, the Flat purchaser/s may by giving notice in writing elect to terminate this Agreement. Provided that such right to terminate shall be exercised by the Flat purchaser/s within a period of 90 (Ninety) days from the date of possession. In the event the letter of termination is not received by the Promoter within the said period of 90 (ninety) days or is received after the said period of 90 days, the Flat purchaser/s shall, without the Promoter being liable to the Flat Purchaser/s, be deemed to have elected to continue with this Agreement and the Flat purchaser/s shall deemed to have waived their right to terminate this Agreement. In the event that the termination is done within 90 (ninety) days from the date of possession the Promoter shall refund to the Flat purchaser/s the amounts already received by him in respect of the Flat with interest, which shall be State Bank of India highest Marginal Cost of Lending Rate plus 2% (two percent), from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Promoter	Flat Purchaser/s

12. Force Majeure Events

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 New Building/s in which the Flat is situated is delayed on account of: -

- a. War, Civil commotion, or Acts of God; and
- b. Any notice, order, rule, notification of the Government and/or other public or other competent authority or Court.

13. Flat Purchaser's obligations

- 13.1 The Flat Purchaser/s shall take possession of the Premises within [___] (_____) days of the Promoter procuring occupancy certificate and giving written notice to the Flat Purchaser/s intimating that the Premises is ready for use and occupation, provided that the Consideration along with interest and any other amounts, if any due and payable, has been paid by the Flat Purchaser/s.
- 13.2 The Flat Purchaser/s shall use the Flat or any part thereof or permit the same to be used only for the purpose of residence. Further, he/she/they shall use the Parking Space (if any) only for the purpose of parking vehicle and for no other purpose.
- 13.3 Commencing from [___] days after the date of receipt of OC as issued by MCGM for the new building/s and provided oral and/or written notice is given by the Promoter to the Flat Purchaser/s that the Flat is ready for use and occupation, irrespective of whether the Flat Purchaser/s takes possession of the Flat or not, the Flat Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the area of the Flat) of outgoings in respect of the Land and/or the New Building/s and/or the Flat namely local taxes, non-agricultural assessment, maintenance betterment charges or such other charges levied by the concerned local authority and/or Government including Bombay Municipal Corporation water charges, water, through tankers charges, insurance, common lights, all type of repairs, and salaries of clerks, gardener, chowkidars, sweepers and all other expenses necessary and incidental to the Management and Maintenance of the said Property. The Flat purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the [●] day of each and every month in advance and shall not withhold the same for any reason whatsoever.
- 13.4 Amounts Payable by Flat Purchaser: The Flat Purchaser/s shall on or before delivery of possession of the Premises keep deposited with the Promoter, the following amounts:
- (a) Rs. _____/- for legal charges;
 - (b) Rs. _____/- for share money/membership fees application

Promoter	Flat Purchaser/s

entrance fee of the co-operative housing society /company/condominium;

- (c) Rs. _____/- for proportionate share of taxes and other charges;
- (d) Rs. _____/- towards deposit for electric meter/water meter and miscellaneous expenditure in that behalf;
- (e) Rs. _____/- towards the maintenance charges, water tax and property taxes on provisional basis; and
- (f) Rs. _____/- towards corpus fund/non-refundable deposit payable to the co-operative housing society/condominium/company.

14. Member of Society:

The Flat Purchaser/s herein shall be enrolled as members of the society within a period of ____ months after receiving a written intimation thereof from the Promoter along with a photocopy of this Agreement duly stamped and registered and on payment of a sum of Rs. _____(Rupees _____ Only) towards share money/membership fees application entrance fee of the co-operative housing society/company/condominium and Rs. _____ (Rupees _____ Only) towards corpus/non-refundable deposit to the co-operative housing society/condominium/company. For the aforesaid purpose the Flat Purchaser/s, shall from time to time, sign and execute the application for membership and other papers and documents necessary for being member of such co-operative housing society PROVIDED HOWEVER that the Flat Purchaser/s shall be entitled to be enrolled as members of such co-operative housing society only after the Flat Purchaser/s has paid the full Consideration and all the amounts payable hereunder to the Promoter and/or any other authority/authorities.

15. Defects

The Promoter shall be liable to rectify/repair any structural/ Construction Defects or any defects on account of workmanship, quality in the Flat or the building in which the Flat is situated, within a period of 5 (five) years from the date the same being pointed out by the Flat Purchaser/s. For the purpose of this Clause "**Construction Defects**" means defects in the materials used in the construction of the Project which would result in the failure of a component part thereof or result in damage thereto; and shall always exclude wear and tear, loss or damage due to a Force Majeure Events, minor changes/ cracks on account of any variation in temperature/weather, misuse, unauthorized or non-permitted alterations, renovations or repairs and loss or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would.

16. Flats Purchaser's Covenants

Promoter	Flat Purchaser/s

The Flat Purchaser/s for himself/themselves doth hereby covenant with the Promoter as follows:-

- (a) To maintain the Premises, at its own cost, in good and tenatable condition from the date, the Premises is taken in his possession and shall not do or suffered to be done anything in or to the building in which the Premises is situated, staircase or any passage, which may be against the rules, regulations or bye-laws or concerned local of any other authority or change/alter or make addition in or to the building in which the Premises itself or any part thereof.
- (b) Not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the constructions or structure of building in which the Premises is situated or storing of which goods are objected by the concerned local or any other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the building in which the Premises are situated, including entrances of the building in which the Premises is situated and in case any damage is caused to the building in which the Premises is situated on account of negligence or default of the Flat Purchaser/s, he shall be liable for the consequences of such breach.
- (c) To carry at his/her own cost all internal repairs to the Premises and maintain the Premises in the same conditions, state and order, in which, it was delivered by the Promoter to the Flat Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority, and in the event of the Flat Purchaser/s committing any act in contravention of the above provision, the Flat Purchaser/s shall be responsible and liable for the consequences, thereof to be concerned local authority and or other public authority.
- (d) Not to demolish or cause to be demolished the Premises or any part thereof, nor any time make or cause to be made any addition or alteration of whatever nature in or to the Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which is situated and shall keep, the portion, sewers, drains pipes in the Premises and appurtenances thereto in good tenatable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural changes in the Premises without the prior written permission of the Promoter and/or the managing committee of the society.

Promoter	Flat Purchaser/s

- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Land and the New Building/s in which the Premises are situated or any part thereof whereby any increase premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, garbage or other refuses or permit the same to be thrown from the window/balcony of the Flat in the compound or any portion of the Land or the New Building/s in which the Premises are situated.
- (g) To take necessary approval of the concerned local authority and/or Government and or other public authority or society and 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 by Flat Purchaser/s viz. user for any purposes other than for residential purpose.
- (h) The Flat Purchaser/s shall observe and perform all the rules and regulations of the Society with additions, alterations or amendments thereof that may be made, from time to time, for protection and maintenance of the New Building/s and the flats therein and for the observance and performance of the buildings rules, regulations and by-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Purchaser/s shall also observe and perform all the stipulation and conditions laid down by the Society regarding the occupation and use of the Premises in the New Building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (i) The Flat Purchaser/s shall maintain the elevation of the Premises, in the same form as the Promoter constructs and shall not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Promoter and/or the Society.
- (j) The Flat Purchaser/s shall not let, sublet, transfer, assign or part with Flat Purchaser/s interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Flat Purchaser/s to the Promoter under this Agreement are fully paid up and until the Flat Purchaser has intimated in writing to the Promoter.
- (k) The Flat Purchaser/s shall not, at any time, create or do or cause or permit any public or private nuisance in or upon the Premises or any part of the New Building/s or the Land or any part thereof nor shall he/she/they/it do anything which will cause annoyance, inconvenience, suffering, hardship or disturbance to the remaining occupiers of the New Building/s and/or to the Promoter and/or the management company or occupants of

Promoter	Flat Purchaser/s

neighboring plots nor use or permit to use the Premises for any illegal or immoral or unlawful purpose.

- (l) The space provided for the entrance of the New Building/s shall be used as entrance only and the Flat Purchaser/s shall not use the same in any other way except for entering the New Building/s. The Parking Space allotted to the Flat Purchaser/s (if any) herein shall use the Parking Space only for the purpose of parking or keeping his/her/their/its own vehicle.
- (m) The Flat Purchaser/s shall observe and perform all the rules and regulations which the society comprising of the New Building/s may make at its inception and the additions, alterations or amendments thereof that may be made from time to time from protection and maintenance of the New Building/s and the flats/units therein (including the Premises) and rules, regulations and byelaws framed therein. The Flat Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of Premises in the New Building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (n) The Flat Purchaser/s shall at every given point of time, permit the Promoter, Promoter's Affiliates, and/or any Governmental Authorities and their respective officers, agents, or representatives, including the Project Architect, Project Engineer and any engineers, surveyors, contractors, agents and employees, Promoter's surveyors, his agents, his workmen and others, to enter upon the Premises to view, examine the state and condition of the New Building/s thereof, until the project completion. They shall have at all reasonable times the right to enter into and upon the Property, the Project, Flat and the Parking Space/s, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Project.
- (o) The Flat Purchaser shall not, without the prior written permission of the Promoter and/or the Society:
 - i. carry out or undertake any painting, decoration, or other work, to the exterior of, or outside, the Flat;
 - ii. affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Project and/or in any part of the Project Land;
 - iii. cover or enclose in any manner whatsoever, , the deck (open) area/balcony/balconies or other open space/s (if any) forming part of or appurtenant to the Flat as also the Parking Space/s, and/or affix/install grills to the windows only as approved by the

Promoter	Flat Purchaser/s

Promoter to maintain uniformity or grill/s or safety door/s to the main door/s of the Flat;

- iv. hang clothes, garments or any other thing from the windows or balcony/ies of, or appurtenant to, the Flat;
- v. do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the Project and/or any part thereof, and to make payment of any additional or increased premiums in respect thereof, as may arise on account of any breach by the Flat Purchaser/s;
- vi. demand or claim any partition or division of the Flat Purchaser/s ultimate interest as provided herein, in the Property and/or the Project and/or any part thereof, it being expressly agreed, understood and confirmed by the Flat Purchaser/s that his/her/their/its interest therein will, if the allotment and sale herein is completed, be impartible, and will be held only through the Society, of which he/she/they/it shall be admitted a prospective member.
- vii. it is hereby agreed by the Flat Purchaser/s that the open terraces, if any, forming part of and attached/appurtenant to any of the Premises in the Project are intended for and shall be exclusively used and occupied by the respective Flat Purchasers/purchasers of the concerned Premises who shall never be entitled to enclose such open terraces without the prior permission in writing of the Promoter and Governmental Authorities, and in case such permissions are granted by the Promoter, the Governmental Authorities, the concerned Flat Purchasers/purchasers of such Premises in the Project shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and also for the consequences arising from any breach or violation thereof.
- viii. if the Flat Purchaser/s is/are non-resident Indian citizen or a foreign citizen (whether or not the Flat Purchaser/s is/are a Person of Indian Origin (POI) and/or an Overseas Citizen of India (OCI)), then it shall be his/her/their sole obligation and liability to comply with the provisions of all applicable laws, including Foreign Exchange Management Act, 1999, Reserve Bank of India rules and regulations and all other applicable/necessary requirements, rules, regulations, guidelines etc. of the Government or any other authority, from time to time, including those pertaining to remittance of payment for acquisition of immovable property in India. Refunds (if any) to Non-Resident Indians (NRI) and foreign citizens of Indian origin shall be made in Indian Rupees.

Promoter	Flat Purchaser/s

- ix. The Flat Purchaser/s has/have gone through the representations made by the Promoter on the website of the Government Authority as required by RERA and shall keep himself/herself/themselves/itself updated with all the matters relating to the Project that the Promoter will upload from time to time.
 - x. The Project shall always be called/known by the name _____, which name shall not be changed without the prior written permission of the Promoter, and thus shall, at all times, be binding upon the Flat Purchaser/s and all Flat Purchasers/purchasers of Premises in the Project.
 - xi. All terms, conditions, covenants, stipulations and provisions contained in any agreement/s, undertakings or writings given, or to be given, to Governmental Authority, and in respect of Approvals, and/or special rights and privileges and building agreement/s made or executed or to be made or executed in respect of the Premises in the Project, shall be binding upon the Flat Purchaser/s and all Flat Purchasers/purchasers of Premises in the Project, as well as the Society.
 - xii. The Flat Purchaser/s irrevocably agree/s, confirm/s and undertake/s that the covenants and obligations herein, on their part and strict observance and performance thereof, are made, given and to be observed and performed both in his/her/their/its personal capacity, and as prospective member/s of the Society.
- (p) The Flat Purchaser/s has/have been informed and is aware that:
- (i) all natural materials that are to be installed in the Project and/or the Flat, and/or that form a part of the Flat Amenities, including, marble, granite, natural timber etc., contain veins and grains with tonality differences, and their non-conformity, natural discoloration, or tonal differences/variations at the time of installation will be unavoidable;
 - (ii) the warranties of equipment, machinery and various other amenities, infrastructure and facilities installed by the Promoter in the Project and/or the Flat shall have standard warranties provided by the manufacturer only and accordingly any defect in any such amenities, infrastructure, facilities, equipment, appliances, electronic items, etc., and/or the installation thereof, shall be rectified solely in accordance with the warranties provided by the system/equipment installer/manufacturer, and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non-comprehensive annual maintenance contracts shall be obtained by the Flat Purchaser/s or Flat Purchasers and/or the Society, as the case may be; and, the amenities, facilities,

Promoter	Flat Purchaser/s

infrastructure, equipment, appliances and electronic items installed and forming a part of the Flat Amenities or Common Areas & Amenities or Limited Common Areas & Amenities, shall be maintained, serviced and repaired by authorized third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if the same are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall or may be rendered void.

17. Representations Of The Promoter

Subject to the disclosures made herein by the Promoter, and what is stated in the Certificate of Title, the Promoter hereby represents and undertakes as follows:

- (i) The Promoter holds rights and entitlements to develop the Property;
- (ii) the Promoter shall apply for all necessary Approvals from time to time in respect of the Project;
- (iii) the Promoter has not entered into any agreement for sale or any other agreement/arrangement with a person or party with respect to the Premises; and,
- (iv) the Promoter is entitled to enter into this Agreement, for agreeing to allot and sell the Premises in the manner contemplated herein.

18. Intellectual Property

18.1 **“Intellectual Property”** shall mean the word/mark “[●]” and any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of the Promoter and/or in respect of the Property and/or the developments and projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such rights.

Promoter	Flat Purchaser/s

- 18.2 The Flat Purchaser/s acknowledge/s that all Intellectual Property is and shall always be exclusively owned and held by the Promoter alone and that the Flat Purchaser/s shall never have any right, title, interest or license in respect thereof;
- 18.3 The Flat Purchaser/s shall not reproduce/replicate/publish or use in any manner howsoever, whether for commercial purposes, personal reasons, or otherwise, any Intellectual Property, and/or any Plans, Approvals, Informative Materials and/or any such materials which may be created or intended/proposed to be created or marketed by the Promoter, and disclosed to the Flat Purchaser/s, prior to, or during the subsistence of, this Agreement;
- 18.4 The Flat Purchaser/s shall immediately bring to the notice of the Promoter any improper or wrongful use or any unauthorized replication /reproduction of Intellectual Property, by any persons or parties, which has come to its/their knowledge;
- 18.5 The Promoter shall be entitled, in its discretion, to appropriate and/or adjust monies held for one purpose and/or on one account, against any liabilities due and payable herein by the Flat Purchaser/s for any other purpose/s and/or on any other account with respect to the Project.

19. Binding Effect

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules 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 Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if 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.

20. Indemnity

The Flat Purchaser hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless at all times, the Indemnified Parties, and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of (a) any failure, breach, default, non-observance, or non-performance, or non-compliance by the Allottee/s of any of the terms, conditions and

Promoter	Flat Purchaser/s

provisions of this Agreement.

21. Promoter's Overriding and Paramount Right Over the Premises & Car Parking Space/s

21.1 Without prejudice, and in addition, to all its other rights and remedies under this Agreement, and the position that the Premises and the Car Parking Space/s are, and continue to be, exclusively owned and held by the Promoter and is merely agreed to be allotted and sold herein, the Promoter shall always be and be deemed to have first, overriding and paramount charge and lien over the Premises and the Car Parking Space/s in respect of all outstanding and unpaid aggregate payments payable by the Flat Purchaser/s to the Promoter;

21.2 Nothing contained in this Agreement is intended to be, and/or shall be construed as, a grant, transfer, demise or assignment in law of any part of the project land, and/or the Project to the Flat Purchaser/s. So far as the Flat Purchaser/s right/s, interest and benefit/s are concerned, the nature and scope of this Agreement is limited to an agreement for allotment and sale of the Premises strictly upon and subject to the terms, conditions and provisions herein. The Flat Purchaser/s shall also not have any claim, save and except, in respect of the Premises hereby agreed to be allotted and sold, and the benefit of the use of the Car Parking Space/s thereto.

22. Entire Agreement

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

23. Right to Amend

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

24. Provisions of this agreement applicable to allottee /subsequent allottees

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

25. Severability

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

Promoter	Flat Purchaser/s

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

26. Method of calculation of proportionate share wherever referred to in the agreement

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flat in the Project.

27. Further Assurances

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

28. Place Of Execution

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

29. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

30. Mortgage/Charge

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Flat allotted to the Flat Purchaser/s herein unless the same is approved in writing by the Flat Purchaser.

31. Separate Account for Sale Proceeds

The Promoter has maintained a separate account in respect of sums received by

Promoter	Flat Purchaser/s

the Promoter from the purchasers as advance or deposit, details whereof are as set out below:

Name of the Bank : HDFC Bank
Account Title : Oxford Navrang Realty LLP Navrang Navkar
Account no : 57500001068582
IFSC CODE : HDFC0000419
Address : HDFC Bank, Kandivali (West)

32. Registration and Title of Society

The Society is already formed and registered bearing registration no. BOM/HSG/7617 of 1979 dated 28.05.1981 and the title of the Land is already in the name of the Society, therefore, there is no requirement to convey the title.

33. Waiver

Any delay, tolerance or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice to the rights of the Promoter.

34. Registration of Agreement

The Flat Purchaser/s shall present this Agreement at the proper Registration Office for registration within _____ months from the date of execution of this Agreement as set out in the Indian Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

35. Notices

All notices to be served on the Parties as contemplated by this Agreement shall be deemed to have been duly served if sent to any party by Registered Post A. D. under Certificate of Posting at his/her address specified in the title clause.

36. RERA Compliant

This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules made there under from time to time.

37. Stamp Duty And Registration Charges

All Stamp duty and registration charges in respect of the Premises shall be borne and paid by the Flat Purchaser/s and the Promoter shall not be liable for the same.

Promoter	Flat Purchaser/s

38. Severability

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

39. Dispute Resolution

Any dispute between Parties herein 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.

40. Governing Law

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

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the "Property")

ALL THAT piece or parcel of land or ground bearing and CTS No. 355 (Part) (1 to 9) and Survey no. 7 of village Pahadi, Goregaon (West), Taluka Borivali, within the registration sub district of Bandra and district of Brihanmumbai, admeasuring about 664.49 Sq. meters now popularly known as '**GOREGAON NAVNIRMATA CO-OP HSG SOC LTD** standing thereon situate lying and being in Revenue Village Pahadi Goregaon & Taluka Borivali, in the Mumbai Suburban District at Mumbai together with the said building having 32 (thirty-two) residential flats consisting of ground plus 3 (three) floors and bounded as follows:

- On or towards East : S.V. Road
- On or towards West : 30 Ft. Road
- On or towards South : 30 Ft. Road
- On or towards North : Building No. 14

THE SECOND SCHEDULE ABOVE REFERRED TO

Flat bearing no. [___] on the [____] floor in the [___] wing admeasuring [____] sq. ft. (carpet area) in ["_____"] to be/being constructed on the Land described in the First Schedule hereinabove alongwith a covered parking space bearing no. [_____].

Promoter	Flat Purchaser/s

**SIGNED, SEALED AND
DELIVERED BY the
withinnamed "PROMOTER"
OXFORD NAVRANG REALTY
LLP, represented by its partners,**

_____.

In the presence of:

**SIGNED, SEALED AND
DELIVERED BY the
withinnamed "FLAT
PURCHASER/S"**

In the presence of:

DRAFT

Promoter	Flat Purchaser/s