

**M J SHAH**

**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE has been executed at Mumbai on this \_\_\_\_ Day of \_\_\_\_\_  
2024

**BETWEEN**

**PYRAMID DEVELOPERS**, a Partnership Firm registered under the provisions of Indian Partnership Act, 1932 having its office at Office No.25, 2nd Floor, Dheeraj Heritage, S. V. Road, Santacruz (West), Mumbai - 400 054 hereinafter referred to as "the Promoter" (which expression shall unless it be repugnant to the context of meaning thereof shall mean and include the Partners for the time being constituting the Firm their survivor or survivors, heirs, legal representatives, executors, administrators and assigns) of the **First Part**

AND

**SATRA BUILDCON PRIVATE LIMITED**, also a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at CTS 791A (PT), Jamat-E-Jamooria CHS Ltd, Near Telephone Exchange, Bandra (West), Mumbai - 400 050, hereinafter referred to as "**the Co-Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors) of the **Second Part** (hereinafter for brevity's sake the Promoter and the Co - Promoter jointly be referred to as "**the Promoters**")

**AND**

**MR. MOHSIN MUSTAFA MERCHANT**, age 54 years (PAN NO. ACYPM5607M) (Aadhaar No. 5778 3775 7702), **AND DAANISH MOHSIN MERCHANT**, age 22 Years (PAN NO. GMC5106B) (ADHAR NO. 9559 6703 8122). Indian Inhabitant of Ahmedabad, residing at 43, Amir Villa, Ground Floor, Pali Mala Road, Bandra West, Mumbai - 400050. hereinafter referred to as "**the Allottee/s**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, legal representatives, executors administrators and assigns/ be deemed to mean and included it successors and permitted assigns and/or Partners for the time being constituting the Firm their survivor/ survivors his/her heirs, legal representatives, executors, administrators and

permitted assigns) of the **Third Part** :

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**WHEREAS:**

- a) Maharashtra Housing and Area Development Authority is fully seized and possessed of and/or otherwise well and sufficiently entitled to have and hold the plot of land bearing CTS No.791-A (part) admeasuring 18662.70 sq. mts. and as per record of right it admeasures about 18142.20 sq. mtrs. being, lying and situate at Mahim Bandra Reclamation, B a n d r a (West), Mumbai - 400 050, Village Bandra-A, Taluka Andheri within the Mumbai Suburban District, which is more particularly described in the First Schedule hereunder written and shown and surrounded by red coloured boundary line area to the plan marked and annexed here to as **Annexure 'A'** (hereinafter for brevity's sake referred to as "**the said plot**").
- b) The said plot had been fully encroached upon by various Slum dwellers and were using for residential/commercial user. As per the policy laid down by the Municipal Corporation of Greater Mumbai (MCGM), photo passes were issued to the Slum dwellers and the same was censused as "Slum Area" under the provisions of Maharashtra Slum Area (Improvement Clearance and Redevelopment) Act, 1971.
- c) Under the prevailing Development Control Regulations as applicable to Greater Mumbai 1991 (Regulation 33(10)), it is permissible for slum developers to form a Co-operative Housing Society, to enter into an Agreement with the Developer and to submit a Scheme for redevelopment to the Slum Rehabilitation Authority (hereinafter for brevity's sake referred to as "**SRA**").
- d) In accordance with the said provisions of Development Control Regulations 1991, various Slum dwellers of the said plot joined their hands and decided to form Co-operative Housing Society in the name of "Jammat-e-Jamhooria Co-operative Housing Society" (Proposed) and registered under the Maharashtra Co-operative Societies Act, 1960, vide Certificate of Registration issued by the Deputy Registrar of Co-operative Societies SRA Mumbai, dated 15th June 1998 under Registration No. MUM/SRA/HSG/(TC)/10530/1998 in the name of "Jammat-e-Jamhooria Co-operative Housing Society Ltd. (hereinafter called the "said Society") with a view to develop the said plot.
- e) The Promoter is carrying on business as Builders and Developers. The Chief Promoter as well as Promoters of the proposed Jammat-E Jamhooria Co-operative Housing Society

decided to redevelop the said plot through the Promoter being the party of the first part herein.

- f) On or about on 20.10.2002, the said Society executed a Development Agreement, for the purpose of redevelopment of the said plot with the Promoter, being the party of the first part herein, at the consideration and upon certain terms and conditions incorporated therein.
- g) In accordance thereof the said Society also executed a separate Irrevocable Power of Attorney dated 22.10.2002 in favour of the Partners of the Promoter, being the party of the first part herein, to enable the attorney/s to initiate necessary steps for the purpose of redevelopment.
- h) Accordingly, the Promoter herein being the party of the first part submitted an application/proposal to SRA for the purpose of redevelopment of the said plot.
- i) The Competent Authority, after carrying out due verification of the requisite status of the Slum Dwellers was pleased to issue Annexure -II and thereby certified the total Number of eligible and non eligible slum dwellers.
- j) On 04.12.2003, Slum Rehabilitation Authority (SRA) had issued a Letter of Intent (hereinafter for brevity's sake referred to as "**LOI**") and subsequently revised LOI was issued on 14.11.2007 and again on 7.5.2010. A copy of the revised LOI dated 7.5.2010 is marked and annexed hereto as **Annexure 'B'**.
- k) As per one of the requirement of LOI the Promoter, has submitted layout of the said plot to SRA and in response thereto the SRA has been pleased to approve the layout plan on 10.04.2006 and amended layout on 13.1.2011 vide letter bearing No. SRA/ENG/320/HW/MHL/lay. The plot of land more particularly described in the First Schedule hereunder written has been sub-divided by the Collector, Mumbai Suburban District vide order dated on 22.3.2013, as under:

(1)	Sub-Plot A- Rehab Plot	7999.00 sa. mtrs
(2)	Sub-Plot 8- Sale Plot	8729.40 sa. mtrs.
(3)	Sub-Plot C- Road setback-1	799.00 sq. mtrs
(4)	Sub-Plot D- Road setback - 2	329.20 sq. mtrs
(5)	Sub-Plot-E Telephone Exchange Reservation	285.60 sq. mtrs
	Total	18142.20 sq.mtrs.

- l) Subsequently, the CTS Authorities have allotted the following CTS Nos. to the subdivided plots (out of the said plot).

(1)	Sub-Plot Plot A- Rehab	CTS No.A/791/12C	7999.00 sq. mtrs
(2)	Sub-Plot B- Sale Plot	CTS No.A/791/12B	8729.40 sq. mtrs.
(3)	Sub-Plot C- Road setback-1	CTS No.A/791/12E	799.00 sq. mtrs
(4)	Sub-Plot D- Road setback – 2	CTS No.A/791/12A	329.20 sq. mtrs
(5)	Sub-Plot-E Telephone Exchange Reservation	CTS No.A/791/12 D	285.60 sq. mtrs
	Total		18142.20 sq.mtrs.

- m) The Promoter has entered into a standard Agreement with an Architect registered with Council of Architect Mis. Vivek Bhole Architects Pvt., as prescribed by Council of Architect. Similarly the Promoter has appointed a Structural Engineer for the preparation of structural design and drawing of the New Building/s (inclusive of both Rehabilitation Building/s and Sale Building) and the Promoter accepted the professional supervision of the Architect and the Structural Engineer till completion of the New Building/s. On Sub plot -A, i.e. Rehab plot, the Promoter has commenced, carried out and completed the construction work of Rehab Buildings, the details of which are as under.

Rehab Buildings	Date of Occur2ation Certificate	Rehab Resi.	Rehab Comm.	Comm.	Balwadi	Welfare Centre	Society Office	Total
Rehab Bldg. No.1	17.05.2007	91	2	-	1	1	1	96
Rehab bldg. no.2	01.02.2008	89	-	11	1	1	1	103
Rehab bldg. no.3	11.09.2007	91	2	-	1	1	1	96
Rehab bldg. no. 4	29.05.2007	90	3	-	1	1	1	96
Rehab bldg. no.5	11.09.2007	91	-	4	1	1	1	98
Rehab bldg. no.6	11.09.2007	87	-	7	1	1	1	97
Rehab bldg. no.7	01.12.2011 01.01.2014	98	3	7	1	1	1	111
Total		637	10	29	7	7	7	697

- n) On **Sub-plot B** i.e. the Sale Plot, which has been allotted CTS No. A/791/12B and which is more particularly described in the **Second Schedule hereunder written** and shown and surrounded by Green coloured boundary line area to the plan marked and annexed hereto as Annexure 'A' (hereinafter for brevity's sake the said Sub Plot -B is referred to as "**the said property**"), the Promoter intends to construct multistoried sale building.
- o) The Promoter has submitted a proposed building plan consisting of basement, Ground Floor, Four level podiums and 5th to 26th (pt) upper floors to Slum Rehabilitation Authority for being constructed on the said property. In response Slum Rehabilitation Authority has been pleased to issue Intimation of Approval (IOA) bearing No. SRA/ENG/2435/HW/MHL/AP dated 31.12.2010, amended IOA dated 19.09.2011 and Commencement Certificate bearing No. SRA/ENG/2435/HW/MHL/AP on 09.12.2011, which has been extended from time to time and lastly extended on 14.03.2016 to 25th and 26th ( Part) upper floors and upto full height of Sale Building. Hereto marked and annexed as **Annexures 'C', 'D' and 'E'** are the copy of the IOA, Commencement Certificate and Extract of Property Register Card bearing CTS No. A/791/12B respectively.
- p) With an intend to commence, carry out and complete the construction work of sale building smoothly and homogenously, the Promoter has entered into a Joint Development Agreement dated 27th December, 2013 with the Co-Promoter i.e. the party of the second part, herein which has been duly registered with the office of Sub-registrar of Assurances, Sandra bearing document No.BDR-17/8010/2013 ("Joint Development Agreement") and Supplemental Deed to Joint Development Agreement dated 27.04.2014, which has been duly registered with the office of the Sub-Registrar of Assurances, Bandra bearing document No. BDR17/3426/2014, at the consideration and upon certain terms and conditions incorporated therein. As per one of the agreed terms and conditions, the Promoter has also granted Two Power of Attorney in favour of the Co-Promoter to act through its nominee being POA dated 27.04.2014, which have been duly registered with the office of Sub-Registrar of Assurances, Bandra bearing document No. BDR-17/3426/2014respectively. (1 POA or 2 POA's) Please clarify
- q) By virtue of the terms and conditions of the Development Agreement dated 22.10.2002, read with Joint Development Agreement dated 27.12.2013 read with Supplemental Deed

to Joint Development Agreement dated 27.4.2014, the Promoters alone have rights to sell the Apartment in the sale building, which is under construction, on the Sub-plot 'B', i.e. the said property, which is more particularly described in the Second Schedule hereunder written and to enter into an Agreements with the prospective Allottees of the Apartment and to receive sale price in respect there of.

- r) Under the said Agreement certain. Apartment and car parking's, more particularly described firstly in the Third Schedule hereunder written are entitlement of the Promoter i.e. Party of the first part to deal with and dispose of as the Promoter may deem fit and proper (hereinafter called the "Promoter's Sale Apartments"). As regards the remaining Apartments and the car parking's are more particularly described secondly in the Third Schedule hereunder written are the entitlement of the Co-Promoter i.e. the party of the second part, to deal with and dispose of as the Co-Promoter may deem fit and proper (hereinafter called the "Co-Promoter's Sale Apartments"). As regards one Apartment as more particularly described Thirdly in the Third Schedule hereunder written, it is the joint entitlement of the Promoter and the Co-Promoter to deal with and dispose of as they may deem fit and proper.
- s) The Allottee/s approached the Promoter/Co-Promoter herein and showed their readiness and willingness to acquire and purchase the Apartment in the Sale Building. The Promoter/Co-Promoter has given all requisite information to the Allottee/s of all the documents of title relating to the said plot, said property, LOI, Development Agreement, Joint Development Agreement and Supplemental Deed to Joint Development Agreement as also the plans, designs and specifications prepared by Architect M/s. Vivek Bhole Architects Pvt. Ltd. and of such other documents which are 9 Specified under the provisions of Real Estate (Regulation and Development) Act, 2016 (hereinafter for brevity's sake referred to as the "**said Act**") and the rules and regulation framed the render, from time to time.
- t) M/s. B. K. Gala & Associates Advocates has issued title certificate dated 18th July, 2014. A copy of the same is marked and annexed as **Annexure 'F'**.
- u) The Promoters are in actual and physical possession of the said Sub-Plot B. The Promoter has as aforesaid, got approved from the Slum Rehabilitation Authority being the concerned Local Authority the plan, specification, elevation, sections and the details

of such building/s and while sanctioning the said plans, the Slum Rehabilitation Authority and/or the Government has laid down certain terms and conditions, stipulations and restrictions, which are to be observed and performed by the Promoter, while developing the said property and the Sale Building and upon due observation and performance of which only the completion and occupation certificate in respect of New building/s shall be granted by SRA.

- v) The Co-Promoter in terms of the Joint Development Agreement and Supplemental Deed to Joint Development Agreement has accordingly commenced construction of the Sale Building in accordance with the approved plan.
- w) The Allottee/s have applied to the Promoter/Co-Promoter for allotment to the Allottee/s Apartment **No.704** admeasuring **4600 sq.ft. in carpet area** has been allotted to the **Allottee has to purchase from the Builder / Promoter**) and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s, or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment on floor i.e. habitable floor (hereinafter called the **"said Apartment"**) in the sale building known as "81 AUREATE" being constructed on Sub-plot-B, i.e. the said plot ("Sale Building") together with car parking space/s no.            in stilt/ level of podium (herein after called as **"the said Car Parks"**), which is more Particularly described in the Second Schedule hereunder written. The said Apartment and the said car Parks forming part of the Promoter/Co-Promoters entitlement.
- x) The Co-Promoter has availed of finance against the security of the aforesaid Apartment/car parking space's and the receivables from the said Apartment in the said Project, in favour of Mayank J Shah for the development of the Sale Building on the said property and as a security for the repayment thereof has created first and exclusive



mortgage and charge over the amount receivable against the sale of the Apartment/s in the Sale Building.

- y) The Co-Promoter has obtained a No Objection Certificate (NOC) dated from the said Mayank J Shah, for the sale of the said Apartment and shall separately deposit the requisite consideration in the designated Escrow Account. A copy of the said NOC of the lender dated is marked and annexed herewith as **Annexure "H"**.
- z) The Allottee/s demanded from the Promoter/Co-Promoter and the Promoter/Co-Promoter has/have given free and full inspection to the Allottee/s of all documents of title relating to the said property and the plans, designs and specifications prepared by **the Promoters'** Architect, Vivek J. Bhole of M/s. Vivek Bhole Architects Pvt. Ltd. and of such other documents are specified under the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as the "said Act") and the rules made there under. The Promoter/Co-Promoter has registered the project under the provisions of the said Act with the Real Estate Regulatory Authority at Mumbai bearing No. P51800010171.
- aa) Relying upon the said application, the Promoter/Co-Promoter agreed to sell to the Allottee/s the said Apartment and the promoter has agreed to confirm the sale of the said Apartment, at the sale price **Rs.27,00,00,000/- (Rupees Twenty Seven Crores Only)** upon the terms and conditions herein after appearing.
- ab) Prior to execution of these presents the Allottee/s has/have paid to the Promoter/Co-Promoter a sum of **Rs.27,00,00,000/- (Rupees Twenty Seven Crores Only)** being the part payment of the sale price of the Apartment agreed to be sold by the Promoter/Co-Promoter to the Allottee/s as advance payment or earnest money (payment and receipt were of the Promoter/Co-Promoter doth hereby admit and acknowledge) of the Apartment agreed to be sold to the Allottee/s and the Allottee/s has/have agreed to pay to the Promoter/Co-Promoter balance of the sale price in the manner herein after appearing.
- ac) Under section 13 of the said Act the Promoter/Co-Promoter is required to execute a written Agreement for Sale of the said Apartment to the Allottee/s being in fact these presents and also to register the said Agreement under the Registration Act.

- ad) Hereinafter for the sake of brevity, the term the Allottee/s shall include investor/s for the purpose of Article 5(g-a)(ii) of the Schedule -I to the Maharashtra Stamp Act, 1958.

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

1. The recitals hereinabove shall form an integral and operative part of this Agreement as if the same were incorporated herein verbatim and to be interpreted and construed and read accordingly.
2. The Promoters shall construct on the said property Sub-Plot B, admeasuring about 8729.40 sq. mtrs being part of the said plot bearing CTS No. A/791-12B, being lying and situate at Village Sandra, Taluka Andheri, within the Mumbai Suburban District, multistoried sale building, being the residential building known as "81 AUREATE" consisting of basement, plus Ground floor plus four level podiums plus 5th to 26th (part) upper habitable floors, as per the DC Rules and the sanctioned plan and amended plans which have been seen and approved by the Allottee/s. The Promoters may at its own discretion alter and modify as the Promoters may consider necessary or as may be required by the SRA or such concerned Local Authority. As part of such variation amendment or alteration in the layout and/or in building plans, the Promoters may change location of the said building or any one or more of them and the Promoters may also construct additional areas by constructing additional wings and/or additional floors to one or more of the said building on the said property as may be approved by the concerned authorities.
3. The Allottee/s agree to acquire and purchase from the Promoters on ownership basis, the Apartment bearing **No.704** admeasuring \_\_\_\_\_ sq.mts. carpet area **equivalent to 4600 sq.ft carpet area the allottee has to purchase from the Builder/ Promoter** ) as per the provisions of RERA on the \_\_\_\_\_ floor, more particularly shown

and surrounded by Red colour hatched lines, as well as enclosed Balcony area admeasuring \_\_\_\_\_sq. mtrs, together with the benefit of Niche area admeasuring \_\_\_\_\_ sq. mtrs, as together with the benefit of E.T area admeasuring \_\_\_\_\_sq. mtrs, together with the benefit of Peddle Pool area admeasuring \_\_\_\_\_sq. mtrs, together with the benefit of Lobby area admeasuring \_\_\_\_\_sq. mtrs, together with the benefit of AHU area admeasuring \_\_\_\_\_sq. mtrs, together with the benefit of Servant's Toilet area admeasuring \_\_\_\_\_ sq. mtrs (and as per the provisions of MOFA, apartment admeasuring about \_\_\_\_\_ sq. mtrs in carpet area, which is inclusive of balcony area admeasuring \_\_\_\_\_ sq. mtrs, together with the benefit of Niche area admeasuring \_\_\_\_\_ sq. mtrs, together with the benefit of E.T area admeasuring \_\_\_\_\_ sq. mtrs, together with the benefit of Peddle Pool area admeasuring \_\_\_\_\_sq. mtrs, together with the benefit of Lobby area admeasuring \_\_\_\_\_sq. mtrs, together with the benefit of AHU area admeasuring \_\_\_\_\_sq. mtrs, together with the benefit of Servant's Toilet area admeasuring \_\_\_\_\_sq. mtrs aggregating to \_\_\_\_\_ sq. mtrs. in carpet area, and the same is delineated on the Plan annexed hereto as Annexure "G" (hereinafter referred to as "the said Apartment") along with \_\_\_\_\_ car parking space/s in the Podium of the sale building in the building to be known as "81 AUREATE" which is under construction on the said property more particularly described in the Second Schedule hereunder written at or for the lumpsum consideration of **Rs.27,00,00,000/- (Rupees Twenty Seven Crores Only)**. The nature extent and description of the fixtures, fittings, specifications, amenities and facilities to be provided by the Promoters in the Apartment with said building is more particularly described in the Fourth Schedule here under written.

4. The Allottee/s agree to pay to the Promoter/Co-Promoter the said lumpsum consideration of **Rs.27,00,00,000/- (Rupees Twenty Seven Crores only)** to acquire and purchase the said Apartment in the following manner:-
- (i) **Rs.11,00,000/- (Rupees Eleven Lakhs only)** of the total consideration before execution of this Agreement as and by way of earnest money.
  - (ii) Balance amount of **Rs.26,89,00,000/-(Rupees Twenty Six Crores Eighty Niine Lakhs Only)** by availing Bank loan within a period of 3 months hereof at the time of Registration of these presents.

The Allottee has agreed to pay **Rs.27,00,00,000/- (Rupees Twenty Seven Crores only)** being the lumpsum consideration to Promoter/Co-Promoter including the sale of car parking space/s no. \_\_ in the stilt /level podium.

5. It is hereby agreed by and between the parties hereto that the time for payment of each of the installments is of the essence and the Allottee/s shall be liable to and shall at the option of Promoter/Co Promoter, pay to Promoter/Co-Promoter interest at such rate as may be prescribed from time to time under RERA or any amendment thereto or re-enactment thereof on all amounts due and payable by the Allottee/s under this Agreement, if any such amount remains unpaid for seven days or more after becoming due.
6. The total price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST 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 Promoters up to the date of handing over the possession of the Apartment.
7. The total price is escalation free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee/s for increase in development charges, costs or levies imposed by the competent authorities etc. the Promoters 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/s, which shall only be applicable on subsequent payments.
8. The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments @ \_\_\_\_\_ %

per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoters.

9. The Promoters shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoter/Co-Promoter of its own, shall refund the excess money paid by Allottee/s within forty-five days, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter/Co-Promoter shall demand that from the Allottee/s as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square mts. of the agreed rate of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
10. The Allottee/s authorizes the Promoter/ Co-Promoter to adjust/appropriate all payments made by him/her under any heads of dues against lawful outstanding, if any, in his/her name as the Promoter/ Co-Promoter may in its sole discretion deem fit and the Allottee/s undertake not to object/demand/direct the Promoters to adjust his/her/their payments in any manner.
11. The Promoters hereby agree that it shall before handing over the possession of the said Apartment to the Allottee/s as also before execution of lease of the said property in favour of the Apex Body/Federation being formed and registered of all the Societies of the said plot make full and true disclosure of the nature of its title to as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property and shall, as far as practicable, ensure that the said property is having absolute with clear and marketable title and free from all encumbrances so as to enable it to cause to convey, assign and transfer in favour of the said Society and/or such Society, in terms of LOI dated 7.5.2010.
12. The Promoters hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by SRA

and/or other the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Allottee/s, obtain from the concerned local authority occupation certificate in respect of the said Apartment. Thereafter the same shall be complied and performed by the Allottee/s.

13. Time is essence of the Promoter as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided hereinabove. (Payment Plan).
14. The Promoters shall deliver the possession to the said Allottee/s after the said Apartment is ready for use and occupation and the Occupation Certificate is issued by SRA, provided that all the amounts due and payable by the Allottee/s under this Agreement have been paid to Promoters from time to time without committing any default in payment thereof and the Allottee/s has/have complied with and/or have observed and performed all the terms and conditions of this Agreement. The Allottee/s shall take possession of the said Apartment within a period of 15 (fifteen) days from the Promoters giving written notice to the Allottee/s intimating the said Apartment is ready for use and occupation.
15. The Promoters hereby declare that as per LOI dated 7.5.2010 issued by SRA approved sanction FSI of 1.931 in accordance with the provisions of Appendix -IV of regulation 33(10) of amended DC regulations 1991 and permitted 1.875 FSI on the said plot and as such FSI allowed to be consumed on the said plot is 33485.48 sq. mtrs, out of which rehab built up area is admeasuring about 15390.93 sq. mtrs and sale component is admeasuring about 19100.68 sq. mtrs..
16. The Promoters hereby covenant that in respect of seven rehab Buildings, Building wise Society has been formed. The Promoter agree that necessary steps shall be initiated for formation of Separate Society of Sale Building and in terms of LOI/SRA Scheme shall

form Apex Body/Federation of all the Societies of the said plot as its members before execution of Lease Deed/Assignment of lease of the said plot in favour of the Apex Body to be formed by all the Societies (Rehab and Sale component) formed for each of the buildings to be constructed on the said plot (hereinafter referred as "**Apex Body/Federation**") make full and true disclosures of the nature of the title of the said plot as well as encumbrances, if any including any right title, interest or claim of any party in or over the said plot and shall as far as practicable ensure that the said plot is free from all encumbrances and that the original owners/Promoters and the said Societies have 21 absolute, clear and marketable title to respective building by executing the conveyance in favour of the registered society and in respect of the said plot so as to execute the lease deed of the said plot to the said Apex Body/Federation with absolute clear and marketable title in favour of such Apex Body/Federation within two months of registering the Society of last building.

17. The Allottee/s agree to pay to the Promoters, interest at such rate as may be prescribed from time to time on all the amounts, which become due and payable by the Allottee/s to the Promoters, under the terms of this Agreement from the date the said amount is payable by the allottee/s to the Promoters.
  
18. Without prejudice to the right of Promoters to charge the interest in terms of clause 5 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter/co-promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at their own option, to terminate this Agreement.
  
19. Provided that, Promoter/Co-Promoter shall give notice of seven days in writing to the Allottee/s by email at the email address provided by the Allottee/s of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoters within the period of 22 then at the end of such notice period, Promoter/Co-Promoter shall be entitled to terminate this Agreement and upon termination of this Agreement the Promoters shall be at liberty to dispose of and sell the Apartment to such person and at such price as

the Promoter/Co-Promoter may in their absolute discretion think fit.

20. Provided further that upon termination of this Agreement as aforesaid, the Promoter/Co-Promoter shall refund to the Allottee/s, after deducting a lumpsum amount of Rs. /- towards the liquidate damages as mutually agreed, within a period of six months of the termination, the installments of sale price of the Apartment (excluding the GST and other statutory charges), which may till then have been paid by the Allottee/s to the Promoter/Co-Promoter, but the Promoter/Co-Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded.
21. The Parties do hereby agree, declare and confirm that, in the event of termination of these presents due to default of either of the parties, the Allottee/s shall alone be liable and/or responsible to apply for and obtain refund of GST from the competent Authority at their own risk and cost and the Promoters shall not be liable and/or responsible for the same.
22. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particulars like brand, or price range (if unbranded) to be provided by the Promoters in the said building and the Apartment are those that are set out in the fourth schedule.
23. The Promoter/Co-Promoter shall give possession of the Apartment to the Allottee/s on or before \_\_\_\_\_. If the Promoters fail or neglect to give possession of the Apartment to the Allottee/s on account of reasons beyond their control and of their agents by the aforesaid date then the Promoter/Co-Promoter shall be liable 23 on demand to refund to the Allottee/s the amounts already received by them in respect of the Apartment with interest at the same rate as may mentioned in the clause 5 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

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



- (a) Non availability of steel, other building material, water or electric supply;
  - (b) War, Civil commotion or act of God;
  - (c) Any notice, order, rule, notification of the Government and/or other public competent authority.
  - (d) Stay/order of restrain by the judicial/quashi judicial authorities from carrying out further construction.
24. The Promoters, upon obtaining the "occupancy certificate" from the competent authority shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoters shall give possession of the Apartment to the Allottee/s. The Promoter/Co-Promoter agree/s and undertake/s to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoters. The Allottee/s agree/s to pay the maintenance charges as determined by the Promoters or Association of Allottee/s, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.
25. The Allottee/s shall take possession of the Apartment within 15 days of the Promoters giving written notice to the Allottee/s intimating that the said Apartments are ready for use and occupation.
26. Upon receiving a written intimation from the Promoters as per clause 14, the Allottee/s shall take possession of the Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoters shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fail to take possession within the time provided in clause 14 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.
27. If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s bring to the notice of the Promoters any defect in the Apartment or the building in which the Apartment are situated or the material used therein, (provided such defect is not the outcome of any additions/alteration done in the

apartment/adjacent apartment and/or by the apartment holder of the upper flat) then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter compensation for such defects, or change. If there is a dispute regarding any defect in the building or material used the matters shall within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the 25 Regulatory Authority, be referred for to Adjudicating Officer appointed under section 72 of the Real Estate (Regulation and Development) Act, 2016, provided the purported defect is not the outcome of unauthorized and illegal additions and alterations made in the adjacent/above/below or the Apartment in question thereof.

28. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for the purpose of residence.
29. The Allottee/s alongwith other Allottee/s of Apartments in the building shall join in forming and registering the Society of sale building/component to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee/s, so as to enable the Promoters to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft by-laws, as may be required by the Registrar of Co-operative Societies, or any other Competent Authority.
30. The Promoters shall within three months of registration of the Society, as aforesaid, cause to be transferred, to such Society all the right, title and the interest in the said structure i.e. the building, in which the said Apartment is situated. The Promoters shall execute the Lease Deed in favour of the Federation/Apex Body in terms of LOI, as permissible by SRA and in respect of the structure, Conveyance of the building in terms of LOI, from the date of registration of the Society of sale building.

31. The Promoters shall within three months of registration of the Federation/Apex Body of the Societies as aforesaid, cause to be transferred to the Federation/Apex Body all the right, title and the interest of the Owners in the said plot/ sub-plot on which the building/s are constructed and the Promoters shall join their hands to the transfer documents.
32. Within 15 days after notice in writing is given by the Promoters to the Allottee/s that the Apartment is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) of outgoings in respect of the said plot/said property and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said plot and building/s. Until the Society is formed and the said structure of the building/s is transferred to it, the Allottee/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoters provisional monthly contribution of Rs. /- per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance of the structure of the building is executed in favour of the Society /lease of the said plot in favour of Federation/Apex Body is executed as aforesaid. On such conveyance being executed for the structure of the building, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society, as the case may be. The Allottee/s undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non payment or default in payment of outgoings on time by Allottee/s shall be regarded as the default on the part of the Allottee/s and shall entitle the Promoters to terminate this Agreement in accordance with the terms and conditions contained herein. However, the Allottee/s shall before taking possession of the said Apartment pay to the Promoters, a further sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) equivalent to 12 (twelve) months maintenance charges as advance payment of maintenance charges.
33. The Allottee/s has:
- (i) taken inspection of all relevant documents and has satisfied himself/herself/themselves

fully in respect of the Promoters' title to the said property described in the Second Schedule hereunder written prior to the execution of this Agreement and the Allottee/s doth hereby accept the same and agree not to raise any requisition or objection/s relating thereto at any stage; and

- (ii) read and understood and is fully aware of the terms and conditions of the said Joint Development Agreement read with Supplementary Joint Development Agreement the Promoters' rights, liabilities there under and in respect of the said property and the said Sale Building and has No objection thereto and further hereby agrees to accept the said terms and conditions unconditionally and absolutely and is aware of the fact that the Promoters have agreed to sell and transfer the said Apartment to the Allottee/s relying on the assurance and declaration of the Allottee/s that he/she/they has/have no objection to the same.
- (iii) agreed by the Allottee/s that the percentage of the undivided interest of the Allottee /s in said property shall be in proportion of the area of the Apartment agreed to be sold hereunder to the total area of the sale building in the said property.
- (iv) Subject to the terms and conditions contained in the said Joint Development Agreement dated 27.12.2013 and supplementary Joint Development Agreement dated 27.4.2014, all the common areas in the said Sale Building including but not restricted to open spaces in the said building, lobbies, elevators, rest rooms, services lobbies, stilt, basements, terraces shall absolutely belong to the Promoters and neither the Allottee/s nor their nominees including Society of the said Sale Building being formed and registered of the Allottee/s to be formed or otherwise shall have any right, title, interest and claim therein.
- (v) Allottee/s shall have right title and interest in respect of the said Apartment only. The Allottee/s shall have no right title or interest in respect of the reserved area in any manner.
34. The Allottee/s shall at the time of delivery of possession of the said Apartment pay to the Promoter/Co-Promoter the following amounts:-

(i)	Rs. /-	Being agreed legal charges & expenses
(ii)	Rs.350/-	Towards share application money/fee for being allotted shares in the Society.
(iii)	Rs. /-	Towards the formation & registration of the Society.

(iv)	Rs.	/-	For proportionate share of taxes and other outgoings for a period of 12 months.
(v)	Rs.	/-	For water meter, electric meter, towards costs of electric sub-station, cables, sewerage connection and Development Charges.
(vi)	Rs.	/-	Towards special amenities charges such as health club, swimming pool etc.
	<b>Rs.</b>	<b>/-</b>	<b>Total</b>

Applicable amount towards GST, in respect of this transaction, if any, payable by Promoters to the prescribed authority shall be paid by the Allottee/s separately to the Promoters or the concerned Statutory Authorities, as the case may be within 7 days from the date of demand from the due date, failing which the Allottee/s shall be liable and responsible to bear and pay interest at such rate as may be prescribed from time to time and the same shall be without prejudice to the other rights and remedies of the Promoters, inter alia, to terminate the 30 Agreement and refund the amount to the Allottee/s paid till then, after forfeiting the 10% of such paid amount.

35. The Promoters shall, without being accountable utilize the sum of Rs. \_\_\_\_\_/- (Rupees. \_\_\_\_\_ only) as mentioned in Clause 33(i), (iii) and (vi) paid by the Allottee/s for meeting all legal costs, charges and expenses including professional cost of Attorney at Law, Advocates and Solicitors of the Promoters in connection with formation and registration of the Society, the cost of preparing its rules, and regulations and the bye - laws and the cost of preparing and engrossing this agreement, and the Lease Deed etc. The Promoters also shall without having any liability to render any account of whatsoever nature either to the Allottee/s or the Society shall utilize the sum specified in Clause 33(i), (iii) and (vi) for the purposes mentioned therein.

36. The Promoters shall maintain a separate account in respect of sums received in terms of clause 33 (ii), (iv) and (v) above from the Allottee/s as deposit, sums received on account of Share Capital, and on account of maintenance, and against for water meter and electric meter, amount received towards the outgoings for meeting all shall utilize the amounts only for the purpose for which they have been received.

37. The Allottee/s agree/s and undertake/s to pay all the amounts payable under this agreement as and when called upon by the Promoters, within 15 days from the date of demand. The Allottee/s further agree/s and undertake/s to observe and perform the terms, conditions and covenants contained in this agreement and to keep the Promoters indemnified against the non-payments and 31 non-observance and non-performance of the said terms and conditions and covenants to be observed and performed by the Allottee/s under this Agreement.
38. It is hereby expressly clarified, agreed and understood between the parties hereto that;
- (i) The Promoters do and each of them doth hereby declare that no part of the FSI relating to the said property has been utilized by the Promoters or elsewhere for any purpose whatsoever;
  - (ii) The entire unconsumed and residual F.S.I., if any in respect of the said property and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D.P. Plan, Rules, Regulations and bye-laws governing the FSI and/or due to merger and amalgamation of the SRA Scheme of the said property with any other SRA Scheme/s, as also the F.S.I. which may be available either before or after execution of the Deed of Lease, or any other vesting document in respect of the said property or any part thereof, together with the said Sale Building unto and in favour of the said Society being formed and registered on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipal Corporation of Greater Mumbai any set back area, and/or on account of handing over duly constructed Building and/or due to any change in law, rules or regulations, shall absolutely and jointly belong to and be available to the Promoters free of all costs, charges 32 and payments, and neither the Allottee/s herein, nor the Society being formed and registered of the sale building shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;
  - (iii) The Promoters alone shall have the full right, absolute authority and unfettered discretion to use, utilise and consume the aforesaid FSI and TOR, respectively for construction on any property in Greater Mumbai, as may be permitted by law including the said property, for the purpose of extending the said building thereon, and/or for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as they may desire and deem fit and proper;
  - (iv) The Promoters alone shall also be entitled to use, utilise and consume the FSI,

Additional FSI and/or TOR, for construction on the said property in any manner it deem fit and proper, and as may be legally permitted, whether now or at any time in future, including after execution of the Lease Deed, or any other vesting document in respect of the said property or any part thereof, as aforesaid; and the Allottee/s and/or the Society being formed and registered of the sale building shall not be entitled to use or consume the same at any time after execution of Lease Deed or any other document vesting the title in favour of the such Society without obtaining prior written consent of the Promoters.

(v) The top terrace of the Sale building is agreed to be left open to the sky for further and additional constructions thereon by the Promoters in future at any stage and/or time in terms of this Clause. Neither the Allottee/s nor the such Society nor its members will have any right to use or have any claim right title or interest of whatsoever nature in the said top terrace;

(vi) The such Society shall admit as its members all Allottee/s of such new and additional Apartment in the said Sale Building.

(vii) All such new and additional Apartments, floors shall absolutely and exclusively belong to the Promoters and neither the Allottee/s herein, nor the said Sale Building shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoters shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Allottee/s nor the said or such Society shall raise any dispute or objection thereto and the Allottee/s hereby grant/s his/her/their irrevocable consent/s to the same;

(viii) The Allottee/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this clause, or to the Promoters exercising its rights as mentioned herein, nor shall they claim any abatement or reduction in the purchase price due to the 34 same nor shall they claim any compensation or damages from the Promoters due to the same on any ground whatsoever, including on the ground of any inconvenience or nuisance which may be caused by the Promoters putting up and effecting such new and additional construction as mentioned hereinabove. The provisions of this clause shall always be the essence of this Agreement and shall run with the land.

39. The name of the Building shall be "81 AUREATE" or as may be decided by the Promoters and neither the Allottee/s and/or the such Society shall be entitled to change

it.

40. Putting up Advertisement/Hoarding.

- (i) The Promoter hereby reserves its right to give for the purpose of advertisement or by putting up hoardings or neon light hoardings etc. on any open spaces or terraces in the said Building and/or Sale Sub Plot Land and/or Entire Land and/or Larger Land including on the terrace and compound walls as the Promoter may deem fit. The said right shall continue to subsist even after the execution of appropriate Deed of Lease of the said building in favor of Common organization, and/or Deed of Lease in favour of the federation.
- (ii) If the Promoter puts up hoarding, etc. on the said Building /Sale Sub Plot Land/ Entire Land/Larger Land and consequent to such action, if any municipal rates, taxes, cesses, assessments are imposed on the said Building/Sale Sub Plot Land/Entire Land /Larger Land due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said Building/Sale Sub Plot Land/Entire Land/Larger Land, the same shall be borne and paid wholly by the Promoter.
- (iii) The Allottee(s) further agrees that the Promoter will be entitled to display their Logo on the terrace or uppermost floor of the said Building without creating any hindrance or nuisance to the Allottee(s). The Allottee(s) further agrees that Logo put up on the said Building as aforesaid will not be removed and the same shall be maintained by the Promoter at their own costs for which a separate electric meter shall be installed. The Allottee(s) and the said Common Organization of Allottee(s) so formed shall not object to the same at any time even after the said building is conveyed in favor of the Common Organization.
- (iv) The Promoter shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Promoter shall be entitled to transfer or assign such right to any person or persons whom it may deem fit and the Allottee(s) or the Common Organization of the Allottee(s) of Apartment(s), as the case may be shall not raise any objection thereto.
- (v) The Allottee(s) will not object to aforementioned rights of Promoter for any reason whatsoever and shall allow the Promoter, its agents, servants, etc. to enter into the said Building/Sale Sub Plot Land/Entire Land, the terrace and any other open spaces in the said Building/Sale Sub Plot Land/Entire Land for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings.



40. The Allottee/s shall pay to the Promoters a sum of **Rs.**\_\_\_\_\_ /- **(Rupees**\_\_\_\_\_ **Only)** for meeting all legal costs, charges and expenses including professional costs of the Attorney at -Law Advocates of the Promoters in connection with formation of the Society or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the Conveyance or Assignment of Lease.
41. At the time of registration of Conveyance of the structure/ of the sale building and lease of the plot, the Allottee/s shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Society on such Conveyance or Lease 36 or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance of Societies or Lease of the said plot the Allottee/s shall pay to the Promoters the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or Lease or any document or instrument of transfer in respect of the structure of the said Plot to be executed in favour of the Apex Body or Federation.
42. The Promoter hereby represents and warrants to the Allottee/s as follows:
- (i) The Promoters have clear and marketable title with respect to the said Plot as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the said Plot and also has actual, physical and legal possession of the said property for the implementation of the Project;
- (ii) The Promoters have lawful rights and require approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- (iii) There are no encumbrances upon the said property or the Project save and except what is stated herein.
- (iv) There are no litigations pending before any Court of Law with respect to the said plot or Project save and except what is stated herein.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property and said building are valid and subsisting and have been

obtained by following due process of Law. Further all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said 37 property and said building shall be obtained by following due process of Law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws In relation to the Project, the said property, Building and common areas;

(vi) The Promoter/Co-Promoter has/have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

(vii) The Promoters have not entered into any Agreement for Sale and/or Development Agreement or any other agreement/arrangement with any person or party with respect to the said property, the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

(viii) The Promoters confirm that ~~the~~<sup>27</sup> Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;

(ix) At the time of execution of the Conveyance Deed of the structure to the Association of Allottee/s the Promoter shall handover lawful, vacant, peaceful physical possession of the common areas of the sale building to the Association of the Allottee/s;

(x) The Promoters have duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authorities;

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter/Co-Promoter in respect of the said property and/or the Project except as set out in the Agreement.

43. The Allottee/s of himself/herself/themselves with intention to bring all persons into whosoever's hands the Apartment may come, doth hereby covenants with the Promoter/Co-Promoter as follows;

(i) To maintain the Apartment at the Allottees' own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required;

(ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated and in case any damage is



caused to the building in which the Apartment is situated or the 39 Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee shall be liable for the consequences of the breach;

- (iii) To carry out at his/her own cost all internal repairs to the said Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority and/or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- (iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour, scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or 40 RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoters and/or the Society;
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said plot and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance; (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Apartment in the compound or any portion of the said property and the sale building in which the Apartment is situated;
- (vii) Pay to the Promoter/Co-Promoter within fifteen days of demand by the Promoter/Co-Promoter, his/her share of security deposit demanded by the concerned local authority or Government or give water, electricity or any other service connection to the building in which the Apartment is situated;

- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s to any purposes other than for purpose for which it is sold;
- (ix) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Promoter/Co-Promoter and obtained the written consent of the Promoter/Co-Promoter for such transfer, assign or part with the interest etc;
- (x) The Allottee/s shall observe and perform all the rules and regulations which the Society or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time or protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Apex Body-Federation regarding the occupation and use of the Apartment in the sale Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- (xi) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of the Society the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property and the building or any part thereof to view and examine the state and condition thereof;
- (xii) The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for the purpose for which the same has been allotted;

- (xiii) In the event any development charges or betterment charges or premium, taxes, rates, security deposit or fire cess, deposit for the purpose of obtaining water connection, service tax, GST, or any other tax or any other levy becomes payable by the Promoter/Co-Promoter, the Allottee/s hereby agree to reimburse the same to the Promoter/Co-Promoter in proportion to the area of Apartment etc., agreed to be purchased by him/her/them and in determining such amount, the decision of the Promoter/Co-Promoter shall be conclusive and binding upon the Allottee/s.
  - (xiv) In case Reliance Energy Ltd., or any competent authority requires/demands construction of sub-station before supplying necessary electricity or domestic load to the proposed building, the cost, charges and expenses thereof shall be borne and paid by all the Allottee/s in proportion to the area of their respective Apartment agreed to be acquired by him/her/them.
  - (xv) Till a Lease Deed of the said plot on which the building in which Apartment is situated is executed in favour of the Apex Body or Federation, the Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Plot or any part thereof to view and examine the state and condition thereof.
  - (xvi) Not to put up any hoardings, neon signs, display boards or otherwise any advertising material in part of the said Building whether inside or outside or in the compound, save and except in the said Apartment or at the entrance of the said Apartment.
44. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee/s as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
45. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in Law, of the said Apartment or of the said property and building or any part thereof. The Allottee/s shall have no claim, save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces,

lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/or other 44 body and until the said plot is transferred to the Apex Body/Federation as herein • before mentioned.

46. This Agreement, along with its Schedules, constitutes the entire Agreement between the parties with respect to the subject matter hereof and superseded 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.
47. This Agreement may only be amended through written consent of the Parties.
48. 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 Allottee/s of the Apartment in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
49. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under 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.
50. Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, the same shall be the proportion which the carpet area of this Apartment bears to the total carpet area of all the Apartments in the Sale Building.
51. Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other acts, 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.

52. The Advocates and Solicitors of the Promoters shall prepare all deeds, and/or documents inter alia, Lease Deed to be executed in pursuance of this Agreement.
53. Irrespective of disputes, if any, arising between the Promoters and the Allottee/s and/or such Society, all amounts, contributions and deposits including amounts payable by the Allottee/s to the Promoters under this Agreement shall always be paid punctually by the Allottee/s to the Promoters and shall not be withheld by the Allottee/s for any reasons whatsoever.
54. The Allottee/s shall sign all papers and documents and do all other acts, deeds and things that the Promoters may require him/her/them to do and execute from time to time, for more effectively enforcing this agreement and/or for safe guarding the 46 interest of all persons acquiring the remaining Apartments in the said building being constructed on the said property.
55. Any delay or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance or giving of time to Allottee/s shall not be construed as a waiver on the part of the Promoters for any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoters.
56. All notices to be served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s to his/her address given below and/or at their email;  
Address:-  
Email:-
57. The Stamp duty and Registration Charges in respect of and incidental to this agreement and all other documents to be executed in pursuance of this agreement and lease deed

and/or any other vesting document shall be borne and paid by the Allottee/s alone and the Allottee/s alone will be liable to pay all the interest, penal interest penalty, if any, to be payable to the stamp authorities or any other authorities if any documents including this Agreement is found to be insufficiently or improperly stamped or otherwise.

58. That in case there are joint Allottee/s all communications shall be sent by the Promoters to the Allottee/s whose name appears first 47 and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.
59. 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 of Mumbai will have the jurisdiction for this Agreement.
60. The Allottee/s and/or the Promoters shall present this agreement at the proper registration office for Registration within the time limit prescribed by the Registration Act and admit execution thereof.
61. The Permanent Account Nos. of the parties hereto is as under:-

Name	PAN
Pyramid Developers	
Satra Suildcon Pvt. Ltd.	

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day and they ear firs therein above written.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

All that piece and parcel of land and ground along with heriditament being lying and situate on the plot of land bearing CTS No.791-A (part) admeasuring 18142.20 sq. mtrs. being, lying and situate at Mahim Sandra Reclamation, Sandra (West), Mumbai - 400 050 Village Sandra-A, Taluka Andheri within the Mumbai Suburban District, surrounded by red coloured boundary line area to the plan marked and annexed hereto as Annexure 'A' and bounded as under:

On or towards the East : By CS No.239 and CS No.241

On or towards the West: By CS No.791(pt)

On or towards the North : By CS No. 265(pt) and CS No.267

On or towards the South: By CS No.791/8

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

Sub-plot B admeasuring about 8729.40 sq. mtrs being the subdivided sale plot in terms of the approved plan dated 26.03.2013 forming part of the plot of land more particularly described in the First Schedule hereunder written and more particularly surrounded by Green coloured boundary line area to the plan marked and annexed hereto as Annexure 'A'

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**Firstly:-** Details of Promoter's Sale Apartments

Sr. No. Flat No. Floor Total Flats 1 601,602,603 6th 3 2 801,802,803,804 8th 4 3. 901,902,904  
9th 3 4. 1101,1102,1103,1104 11th 4 5. 1401,1402,1403,1404 14th 4 6. 1601,1602,1603,1604  
16th 4 7. 1901,1902,1903,1904 19th 4 8. 2101,2102,2104 21st 3 9. 2201,2202,2203,2204 22nd  
4 10. 2401,2402,2403,2404 24th 4 11. 2601,2602,2604 26th 3 TOTAL 40

**Secondly:-**

Details of Co- Promoter's Sale Apartments

Sr. No. Flat No. Floor Total Flats 1. 501,502,504 5th 3 2. 701,702,703,704 7th 4 3.  
1001,1002,1003,1004 10th 4 4. 1201,1202,1203,1204 12th 4 5. 1301,1302,1304 13th 3 4 6.  
1501,1502,1503,1504 15th 4 7. 1701,1702,1704 17th 3 8. 1801,1802,1803,1804 18th 4 9.  
2001,2002,2003,2004 20th 4 10. 2301,2302,2303,2304 23rd 4 11. 2501,2502,2504 25th 3  
TOTAL 40

**Thirdly:-**

Joint entitlement of the Promoter and the Co-Promoter.

Sr. No. Flat No. Floor Total Flats 1 604 6th 1

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

Amenities and facilities to be provided into Flat/Building - Bare shell flat Amenities for common areas:

- Double Heights decorative air conditioned entrance lobby with Luxurious waiting lounge.
- 6 automatic high speeds of reputed branded.
- 4 automatic high speed branded.
- Modern and well designed car parking areas with.
- A recreation podium with children playing garden, swimming pool.
- Club House & Library.
- Water Recycling plant.
- Sewerage Treatment Plant.
- High-end security.
- CCTV & Intercom facility.
- Rain Water Harvesting.
- Beautiful Landscaped gardens with lighting.
- Acrylic exterior high quality paints for external walls.
- Earthquake resistant strong and striking RCC frame structure.

Signed sealed and delivered by the )

Within named "Promoter" )

Pyramid Developers )

Through its Partner )

**Mr. M. J. Shah** )

1)

2)

Signed sealed and delivered by the )

Within named "Co-Promoter" )

SATRA BUILDCON PVT. LTD )

is affixed pursuant to the resolution )

passed in the Board of Directors

meeting held on

in the presence of \_\_\_\_\_ and )

Directors of the Company, who has signed these)

presents in the presence of.....)

1)

2)

Signed and delivered by the )

Within named "Allottee/s" )

**MR.MOHSIN MUSTAFA MERCHANT )**  
**AND**

**DAANISH MOHSIN MERCHANT )**  
In the presence of.....

1)

2)

**RECEIPT**

Received the sum of Rs.11,00,000/- (Rupees <sup>36</sup>Eleven Lakhs Only) paid by him/her/them as and by way of part consideration in terms hereof as under;

Rs.11,00,000/-

We say received

For Pyramid Developers./

(Promoter)

For Satra Buildcon Pvt. Ltd.

(Co-Promoter)

Witness:

1.

2.

**Annexures**

**Annexure 'A'**

Block Plan bearing CTS No. 791(Pt)

**Annexure 'B'**

Copy of the LOI/revised LOI

**Annexure 'C'**

Copy of IOA

**Annexure 'D'**

Copy of Commencement Certificate

**Annexure 'E'**

Copy of Extract of property card bearing CTS No. 791(Pt)

**Annexure 'F'**

Copy of Title Certificate

**Annexure 'G'**

Floor plan

**Annexure 'H'**

Copy of Consent/No release letter from the lender

\*\*\*\*\*

Dated this day of 2024

\*\*\*\*\*

Between

PYRAMID DEVELOPERS

...Promoter

And

SATRA BUILDCON PVT. LTD.

...Co-Promoter

MR.MOHSIN MUSTAFA MERCHANT  
AND  
DAANISH MOHSIN MERCHANT

.....Allottee/s

Agreement for Sale

In respect of Apartment No.704, on 7<sup>TH</sup>

floor in the proposed building known as

"81 AUREATE" being lying and situate at

CTS No.791-A (part) being, lying and situate at

Mahim Sandra Reclamation, Sandra (VI/est),

Mumbai- 400 050. Village Sandra-A, Taluka Andheri

within the Mumbai Suburban District.



