

**AGREEMENT FOR SALE**

This Agreement made at Mumbai this \_\_\_\_ day of \_\_\_\_\_ in year Two Thousand Twenty-Three.

**BETWEEN**

**M/s. GOLD COIN BUILDERS**, a Partnership firm registered under the provisions of the Indian Partnership Act, 1932 having its registered office at Sona Mohar, behind Vakola Municipal Market, Off Nehru Road, vakola, Santacruz (E), Mumbai- 400 055, hereinafter referred to as the “**PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said firm of M/S. Gold Coin Builders, their present partners, their partners from time to time and their survivors and the heirs, executors, administrators and assigns of such last surviving partner) of the One Part;

**AND**

**MR./MRS./M/S.** \_\_\_\_\_, Indian Inhabitant/s, residing/having address at \_\_\_\_\_, hereinafter referred to as the “**ALLOTTEE/S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include **in the case of individual/s** his/her/their (respective) heirs, executors, administrators and assigns, **in the case of a partnership firm** the partner or partners for the time being constituting the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and their assigns and **in the case of a company** its successors and assigns and **in case of an HUF**, its Karta, beneficiaries, members and coparceners and their survivors and the heirs, executors, administrators and permitted assigns of the last survivor) of the Other Part.

**WHEREAS:**

- A. The Promoter is the absolute owner of and/or otherwise well and sufficiently entitled to all those pieces and parcels of lands bearing CTS Nos. 651-C and 700-C, as more particularly described in the **First Schedule** hereunder written (**'Non Slum Plots'**) as per the Title Report dated 4<sup>th</sup> July 2023 annexed as **Annexure-1** below.
- B. The Promoter is also the absolute owner of and/or otherwise well and sufficiently entitled to the lands bearing CTS Nos. 747 to 773, 775 to 789, 801, 651-E, 734-E, as more particularly described in the **First Schedule** hereunder written as per the Title Report dated 4<sup>th</sup> July 2023 annexed as Annexure-1 below. The aforesaid lands have been notified as a 'Slum' u/s 4 of the Maharashtra Slum (I.C.R) Act, 1970 (**'Slum Act'**) vide notification dated 30<sup>th</sup> October, 1993 (**'Slum Plots'**).
- C. Since the Non-Slum Plots and the Slum Plots are owned by the Promoter and the same are adjacent to each other, the Promoter submitted a Slum Scheme under Regulation 33 (10) of the Development Control Regulations (**'DCR'**), 1991 by amalgamating the Slum Plots and the Non-Slum Plot (collectively referred to as **'Scheme Plots'**).
- D. The Shiv Ganga II Co-operative Housing Society Ltd (**'Shiv Ganga Society'**) is the absolute owner and otherwise well and sufficiently entitled to the land bearing CTS Nos. 651-B adjoining the Scheme Plots (**'Adjoining Property'**). On the Adjoining Property there is an existing building known as 'Shiv Ganga II' comprising of Ground Plus 4 upper floors (**'Shiv Ganga Building'**).
- E. The Promoter is in the process of negotiation to acquiring Re-Development Rights of the adjoining property and Shiv Ganga Building from the Shiv Ganga Society. The Promoter upon succeeding in acquiring the redevelopment rights from the Shiv Ganga Society proposes to amalgamate the Scheme Plots with the Adjoining Property and consume the maximum FSI available in respect of the said Scheme Plots and Adjoining Property under the provisions of the Development Plan and the applicable Development Control and Promotion Regulations, 2034 for Greater Mumbai

(hereinafter referred to as the “**DCPR 2034**”) framed under the provisions of The Maharashtra Regional and Town Planning Act, 1966. *(It is clarified that the term “DCPR 2034” wherever the same appears in this Agreement shall mean and include the applicable development plan and the development control and promotion regulations, as may be in force and be applicable from time to time including any statutory re-enactment or modifications thereof and specific references to any particular provisions of the presently applicable DCPR 2034 shall mean and include references to any corresponding provisions of any statutory modification and/or re-enactment thereof of the DCPR 2034.)*

- F. The Slum Dwellers on the Slum Plots formed a society known as Pride of Vakola SRA Co-operative Housing Society Ltd (**‘Pride of Vakola Society’**).
- G. The Dy. Collector Encroachment (Western Suburbs) prepared the Annexure II of the Slum Dwellers on the Slum Plots. The said Annexure-II has been updated from time to time.
- H. The Slum Rehabilitation Authority (“**SRA**”) has sanctioned the slum scheme and issued a Letter of Intent (hereinafter referred to as **‘LOI’**) dated 2<sup>nd</sup> January, 1999 to the Promoter for implementing the proposed Slum Scheme (**‘said Scheme’**) on the Scheme Plots upon the terms recorded therein, which has been subsequently revised from time to time, with the latest revision dated 16<sup>th</sup> April, 2021.
- I. As per the said Scheme, the Promoter is under an obligation to develop and construct residential rehab tenements, commercial rehab tenements so as to rehabilitate the eligible slum dwellers anywhere on the Scheme Plots and additionally construct Project Affected Persons tenements (**‘PAP’s**) (which shall be handed over by the Promoter to the SRA) (hereinafter collectively referred to as **“Rehab Component”**) on the Scheme Plots either as exclusive rehabilitation buildings or composite buildings and in lieu thereof, the Promoter shall be entitled to Incentive FSI alongwith the entire FSI emanating from the Non Slum plots (collectively known as **“Free Sale Component”**) in accordance with Regulation 33 (10) and other relevant

regulation of the DCPR 2034. The Promoter shall be entitled to consume the Free Sale Component by constructing/developing Free Sale/Composite Buildings anywhere on the Scheme Plots at their sole discretion.

- J. The Promoter intends to amalgamate the Scheme Plots with the Adjoining Property and undertake its development, as mentioned hereinbelow. In the event, the Promoter is unsuccessful in acquiring the redevelopment rights in respect of the adjoining property from Shiv Ganga Society, the Promoter shall develop only the Scheme Plots. Accordingly, ultimately whatever the Promoter develops (*whether with or without the Adjoining Property*) shall mean the **Whole Project'**.
- K. The principal and material aspects of the *Whole Project* are briefly stated below-
- a. The Promoter proposes to consume the FSI to the extent of 4 plus compensatory fungible FSI aggregating up to approximately 39,334 square meters (Built Up Area) (**“Full Development Potential”**) on the Whole Project (including the adjoining property) as defined hereinabove, which includes but is not limited to the Rehabilitation Component and the Free Sale Component as available under the relevant regulations of the DCPR 2034 notwithstanding the parking area/s, amenity areas and other free of FSI areas in the course of the phase wise development of the Whole Project.
  - b. In the event the Promoter is unsuccessful in acquiring the redevelopment rights in respect of the adjoining property from Shiv Ganga Society, **Full Development Potential** shall mean FSI to the extent of 4 emanating from the Scheme Plots plus compensatory fungible FSI aggregating up to approximately 32,373 square meters (Built Up Area) which includes but is not limited to the Rehabilitation Component and the Free Sale Component as available under the relevant regulations of the DCPR 2034 notwithstanding the parking area/s, amenity areas

and other free of FSI areas in the course of the phase wise development of the Whole Project.

- c. A lay-out plan defining the constructed, currently proposed construction and the construction to be carried out in the future on the Whole Project, in order to consume the Full Development Potential is shown in different colours and wash thereon. The said lay-out plan is annexed as **Annexure-2 (Layout With Phasing/User Superimposed” or “LPS”)**.
- d. The SRA has approved the lay-out of the Slum Scheme on 7<sup>th</sup> January, 1999. The said lay-out was subsequently amended on 28<sup>th</sup> June, 2021 (“**Approved Layout**”).
- e. The Approved Layout plan dated 28<sup>th</sup> June, 2021, currently reflects the FSI of 12,855 sq.mt (BUA) in respect of the Whole Project and does not reflect the balance development potential to the extent of 26,479 sq. meters (hereinafter referred to as ‘**unconsumed Development Potential**’) on account of the following two factors:
  - i. Due to current civil aviation norms, the maximum total height permissible to consume the Full Development Potential is restricted;
  - ii. The Promoter has not yet acquired the redevelopment rights in respect of the Adjoining Property from Shiv Ganga Society.
- f. The Promoter has informed the Allottee/s and the Allottee/s has/have understood that the unconsumed Development Potential will always belong to the Promoter in perpetuity and the Promoter shall have the absolute unfettered right to consume the same at such locations on the Whole Project as per the Promoters absolute discretion. The Allottee/s has/have understood the same and has/have confirmed that the Allottee/s has/have no objection to the

Promoter constructing the Whole Project (*including the Real Estate Project*) as disclosed in the LPS.

- g. It is further clarified that although the Promoter has envisaged a broader scheme of development and construction on the Whole Project, as aforesaid, considering the fact that the SRA/Competent Authority has presently granted the approvals, as referred to hereinabove, and that under such approvals, only a part of the presently consumable Full Development Potential of the Whole Project is being utilized presently in the course of development and construction of the Whole Project; the Promoter shall from time to time accordingly be making applications to the SRA/Competent Authority for amendments to the approved plans and for issuance of further approval including but not limited to Layout Plans, Intimation of Approval, Commencement Certificates such that the Full Development Potential (present and future) of the Whole Project (as is available presently and as hereafter may become available) is completely consumed in the course of development and construction of the Whole Project and accordingly, the plans for construction on the Whole Project are subject to further modifications. Presently, the Developer has commenced construction on the Whole Project on the basis of the approvals already obtained as of now and subsequent modifications will be made on the basis of the further development potential that is presently available but not utilized (**‘Unutilized Development Potential’**) that may from time to time hereafter become available due to various factors as stated hereinabove and as per any statutory modifications, amendments or re-enactment of the DCPR.
- L. The Whole Project shall be developed in a phase wise manner. It is clarified that the stage wise or phase wise development and construction approvals as have been obtained and as shall be hereafter obtained by the Promoter for the Whole Project, shall not be deemed to be a restriction or a fetter or a disentitlement on the ability and authority of the Promoter to apply for and obtain further approvals for construction on the Whole Project. Accordingly,

pursuant to commencing construction of the Whole Project and pursuant to the execution hereof, the Promoter shall be making additional applications to the SRA and other competent authorities from time to time for construction on the Whole Project of the Real Estate Project and additional structure/s as may be permissible so as to be able to effectively consume and utilize the Full Development Potential as may be available in respect of the Whole Project .

- M. In accordance with Intimation of Approval (**'IOA'**) dated 7th January, 1999 and Commencement Certificate (hereinafter referred to as **'Constructed Rehab Building CC'**) dated 10<sup>th</sup> February, 1999, the Promoter has already constructed a Rehab Building No. 1 comprising of Ground Plus Seven upper Floors, (**"Constructed Rehabilitation Building"**) and has also obtained Part Occupation Certificates dated 1<sup>st</sup> June, 2000 and 18<sup>th</sup> November, 2002 from the SRA in respect thereof. The same is shown in Blue colour hatch on LPS.
- N. Some of the eligible Slum Dwellers have already been rehabilitated in the Constructed Rehabilitation Building.
- O. There are slum dwellers on balance portions of the Scheme Plots (other than the Real Estate Project Land & the Constructed Rehabilitation Building) who are yet to be vacated / evicted & rehabilitated in accordance with the parameters of the said Scheme from time to time.
- P. In the current phase, the Promoter proposes to construct and develop a Composite Building (defined as **'Sale Building-2'** as per the Approved Layout), and is proposed as a "Real Estate Project" (**"the Real Estate Project"**)
- Q. The principal and material aspects of the Real Estate Project, are briefly stated below-
  - a. The name of the Real Estate Project shall be **'Silver Brook'**.

- b. The Real Estate Project is being constructed and developed upon a portion of the Whole Project as shown in red colour wash on the LPS and more particularly described in the **Second Schedule** hereunder written (**'Real Estate Project Land'**).
- c. SRA has issued IOA dated 28<sup>th</sup> June 2021 and amended IOA dated 27<sup>th</sup> July 2023 ("**Silver Brook IOA**") with respect to the development of Silver Brook. As per the Silver Brook IOA, the Promoters are entitled to construct a singular composite building comprising of Rehab Cum Sale Shops on the Ground Floor + Commercial Premises (*part of the Sale Component*) on the 1<sup>st</sup> Floor and Residential Flats on 2<sup>nd</sup> to 7<sup>th</sup> upper floors (*part of the Sale Component*). SRA has issued Commencement Certificate dated 8<sup>th</sup> October 2021 ("**Silver Brook CC**") to commence the development of the Silver Brook building and the same shall be further revalidated and re-endorsed from time to time. Copies of the Silver Brook IOA and the Silver Brook CC are hereto annexed and marked as **Annexure-3** and **Annexure-4** respectively.
- d. It is clarified that the Promoter has informed the Allottee/s and the Allottee/s has/have understood that the Promoter has envisaged construction of the Silver Brook building comprising of Ground/Stilt + 9 (Nine) upper floors (*as designated in the LPS*). However, on account of the presently approved height (by the Airport Authority of India) the number of floors of the Silver Brook building is restricted to 7 upper floors above ground/stilt level. The Promoter has informed the Allottee/s that the Promoter is in the process of making and may hereafter be making the requisite applications to the Airport Authority of India and other concerned authorities for grant of further height NOC/approval for construction of the Silver Brook building upto 9 floors. Subject to the Promoter obtaining further height, the Promoter will be entitled to construct further floors as a part of the Silver Brook building and in such an event, the Silver Brook building shall comprise of Ground/Stilt + up to 9 (Nine) upper floors depending on the permissible (revised) height NOC/approval. The Allottee/s has/have understood the same and has/have confirmed that the Allottee /s

has/have no objection to the Promoter constructing the Silver Brook building comprising of Ground/Stilt + up to 9 (Nine) upper floors.

- e. The construction and development of the Silver Brook building presently sanctioned in the manner stated inter-alia in the Silver Brook IOA and Silver Brook CC shall be amended, modified, revised, varied, changed from time to time. The Promoter has clarified to the Allottee/s that it shall not have to obtain prior approval in writing of the Allottee/s in respect of any variations or modifications in plans including but not limited to constructing additional floors on Silver Brook to consume part unconsumed Development Potential subject to clearance by the Civil Aviation Authority, unless the same adversely affects the said Premises of the Allottee/s (*However, no prior approval shall be required from the Allottee/s if any alteration or addition of the said Premises is required/necessitated by any Government authorities or due to change in law.*)

- f. The common areas, facilities and amenities in Silver Brook that may be usable by the Allottee/s and other allottee/s within Silver Brook on a non-exclusive basis (“**Silver Brook Amenities**”) in the Real Estate Project are listed in the **Seventh Schedule** hereunder written.

R. The proposed future construction as depicted on the LPS is more particularly described as under :-

- i. The Promoter has also earmarked portions of land on the Scheme Plots and Adjoining Property for future development (“**Lands Earmarked for Future Development**”) more specifically shown in grey & orange hatched lines on the LPS whereon the Promoter proposes to develop viz:
- i. Sale/Residential/commercial/composite/rehab buildings no.1 with upto 15 upper floors (*Grey hatch*);
  - ii. Sale/Residential/commercial/composite/rehab building no.3 with upto 15 upper floors (*Orange hatch*);

- ii. The residential/ commercial/ composite/ rehab buildings/ structures/ towers/ wings along with its common areas, facilities and amenities on the Lands Earmarked for Future Development entailing the consumption of the Full Development Potential shall hereinafter be referred to as the “**Future Development**”. The nature of Future Development will also be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time at the Promoters sole discretion.
  - iii. The statutory approvals may require the Promoter to hand over certain stipulated percentage of the Whole Project to the concerned competent authorities or develop the same as public amenity (*including but not limited to Development Plans Roads*). The Promoter shall determine and identify the portion and location of the Whole Project to be handed over, for complying with the terms and conditions of statutory approvals.
- S. The Allottee/s hereby agree/s, accept/s and confirm/s that the Promoter proposes to develop the Whole Project (*by utilization of the Full Development Potential*) in the manner more particularly detailed and depicted in LPS, and Allottee/s has/have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard. The Promoter shall be entitled to develop the Whole Project as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Allottee/s has/have ‘*No Objection*’ & give their unconditional approval for the unfettered rights of the Promoter in this regard.
- T. The Promoter would be entitled to amalgamate any contiguous land parcel (*including but not limited to the Adjoining Property*) for the development of the Whole Project.

- U. The Allottee/s is/are desirous of purchasing residential premises more particularly described in the **Serial No-1 of the Third Schedule** hereunder written in the Real Estate Project (hereinafter referred to as the "**said Premises**") and has / have approached the Promoter and requested to allot to him/her/them the said Premises in the Real Estate Project.
- V. The Promoter has entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- W. The Promoter has registered the Real Estate Project under the provisions of the act with the real estate regulatory authority at \_\_\_\_\_ No.-\_\_\_\_\_. annexed and marked as **Annexure-5**.
- X. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project
- Y. The Promoter has sole and exclusive right to sell the Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the premises to receive the sale consideration in respect thereof.
- Z. The Allottee/s has/have demanded inspection/information from the Promoter and the Promoter has granted inspection of the following documents and information to the Allottee/s and/or the Allottee/s's Advocates/consultants:
- a. All title documents by which the Promoter has acquired right, title and interest to develop the Scheme Plots;

- b. All the approvals and sanctions of all relevant authorities for the development of the Scheme Plots, Real Estate Project and the Whole Project including layout plans, building plans, floor plan, LOIs, IOAs, CCs, etc. and such other documents as required under Section 11 of RERA;
  - c. Title Report;
- AA. As per the currently sanctioned floor plan, the said Premises is hatched in red colour on the same, a copy whereof is hereto annexed and marked as **Annexure-6**, the RERA carpet area of the said Premises is more particularly described in the Serial no.2 of the Third Schedule hereunder written.
- BB. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- CC. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- DD. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is/are satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project and the Whole Project and such title being clear and marketable; (ii) the approvals and permissions (*including Approved Layout, LOI, Silver Brook IOA & Silver Brook CC*) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project and the Whole Project and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the Premises therein. The Allottee/s

hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter to the Scheme Plots.

EE. The Allottee/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee/s has/have agreed and approved to the development of the Whole Project. The Allottee/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

FF. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

GG. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has agreed to purchase and acquire from the Promoter, the said Premises at or for the price as more particularly described at **Serial no.3** in the **Third Schedule** hereunder written and upon the terms and conditions mentioned in this Agreement (“**Sale Price**”).

HH. Prior to the execution of these presents, the Allottee/s has paid to the Promoter **part payment** of the Sale Price of the said Premises (as more particularly described in the **Serial no.4 of the Third Schedule** hereunder written) agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge). It is expressly agreed between the Parties that for the purpose of this Agreement, 10% (ten percent) of the Sale Price is earnest money and is referred to herein as the “**Earnest Money**” and the Allottee/s has agreed to pay to the Promoter the balance of the Sale Price in the manner hereinafter appearing.

- II. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee/s i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- JJ. This Agreement shall be subject to the provisions of RERA, the RERA Rules and all other Rules, Regulations, Office Orders, Circulars, Notifications and Rulings made thereunder and/or by the Authority/Appellate Tribunal from time to time.
- KK. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoters hereby agree to sell and Allottee/s hereby agrees to purchase the said Premises.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
2. The Promoter shall construct the Real Estate Project being the Silver Brook in accordance with the plans, designs and specifications as referred hereinabove, and as approved / to be approved by the SRA and / or other competent authorities from time to time.
3. **Purchase of the said Premises and Sale Price:**

- i. The Allottee/s hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s; the said Premises as more particularly described in the Serial no.1 of the Third Schedule and as shown in the floor plan annexed and marked Annexure-6 hereto, at and for the Sale Price as more particularly described in the Third Schedule hereunder written. The said Premises shall contain furniture and fixtures as set out in the Sixth Schedule hereto. (**“Furniture and Fixtures”**)
  
- ii. The Allottee/s is further desirous of using for himself/herself/itself visitors/guests, car parking space/s in the Real Estate Project. Acceding to the aforesaid request of the Allottee/s, and pursuant to the discussions and negotiations between the Allottee/s and the Promoter, the Promoter has agreed to allot to the Allottee/s without any consideration the right to use ■ car parking slot/s (**“the said Car Parking Slot/s”**) within the Automated Parking Structure (*as defined hereinbelow*) of the Real Estate Project.
  - a) The Allottee/s is/are informed and hereby acknowledge/s, understand/s & accepts that the car-parking slot/s will be provided in the form of the mechanical automated horizontal circulation car parking system, wherein there may not be any identified spot/place which may be earmarked for a particular acquirer of premises in the Real Estate Project (hereinafter referred to as **“the Automated Parking Structure”**). The Allottee/s is/are aware that such Automated Parking Structure involves operation of an automated machine for parking and removing cars from the Automated Parking Structure using a smart/access card and the same is based on/subject to operational processes and timelines and the Allottee/s acknowledge/s that the Allottee /s has/have no objection to the same. The Allottee /s is/are aware that such Automated Parking Structure may also require a valet facility, for ease of parking and procuring of vehicles from the parking slots in the Automated Parking Structure. The Allottee /s hereby confirm/s that the Allottee /s

has/have no objection to the same and that the Allottee /s shall not park his/her/their vehicle/s at any other place in the Real Estate Project or Whole Project other than within the Automated Parking Structure. The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall bear the proportionate costs and expenses of the maintenance of such Automated Parking Structure or also keep such valet parking facility at his/her costs for parking or removal of cars from the Automated Parking Structure. The Allottee/s shall not refuse to bear such costs and/or expenses on the ground of non-utilization of such Automated Parking Structure or valet parking facility or on any other ground whatsoever and howsoever arising. It is hereby clarified that the Automated Parking Structure uses smart/access card system wherein a vehicle gets automatically parked by the machine/system in any available vacant slot and hence no specific car parking space can be identified/ allotted/ demarcated therein.

- b) The Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the said Automated Parking Structure by the Promoter and /or the Society/Association (*as the case may be*) and shall pay such outgoings in respect of the said Car Parking Slot as may be levied by the Promoter and / or the Society/Association, as the case may be.
- c) For the effective management of parking spaces and in order to avoid any later disputes, the Promoter shall reserve/permit use of balance un-alloted parking spaces within the Automated Parking Structure in the manner it deems fit.
- d) The Allottee/s further agree/s and undertake/s that pursuant to the admission of the Allottee/s to the Society/Association as member thereof, the Allottee/s shall cast his/her/their votes in the general meeting of the Society/Association approving & confirming such

car parking reservation/earmarking as done by the Promoter so that the respective person/s in whose favour the Promoter has reserved & allotted the Car Parking Slot within the Automated Parking Structure will be allotted such respective Car Parking Slot/s for exclusive use thereof, along with rights of transferability in respect thereof.

e) Notwithstanding anything contained herein above, the said Automated Parking Structure shall also have additional car parking slots over and above what has been allotted to the Allottees of the Real Estate Project and the same shall be allotted to other allottees who have purchased units/apartments in the Other Residential Component of the Whole Project at the Promoters sole discretion. The unreserved/unallotted car parking spaces in the Automated Parking Structure, if any, shall continue to be available /accessible to the Promoter and the Promoter shall be freely and fully entitled to deal with the same and in the manner it deems fit. The Allottee/s undertake that until the Promoter deals/allots the additional unreserved/unallotted car parking slots in the Automated Parking Structure, the Promoter shall not be liable to pay any outgoings in respect of such additional unreserved/unallotted car parking slots to the common Organization/Association/Society.

iii. The Allottee/s has/have paid before execution of this Agreement, part payment of the Sale Price as advance payment and as more particularly described in the Serial no.4 of the Third Schedule hereunder written and hereby agrees to pay to the Promoter the balance amount of the Sale Price in the manner and payment instalments more particularly mentioned in the Fourth Schedule hereunder written.

iv. The Promoter shall issue a notice to the Allottee/s intimating the Allottee/s about the stage-wise completion of the Real Estate Project in which the said Premises is located. As detailed in the Clause 3(iii) above, the payment at each stage is individually referred to as “**the Instalment**” and collectively

referred to as “**the Instalments**”. The payment shall be made by the Allottee/s within 7 (seven) days of the Promoter making a demand for the payment of the Instalment, time being the essence of the contract. It is agreed by and between the Parties that if there is any increase in the Sale Price *(on account of the revision in the carpet area of the said Premises, as set out in the Clause 3(ix),* then the Instalments of the said Premises shall also increase correspondingly. All the amounts due to the Promoter on account of revision in amounts to be paid towards any of the Instalments *(which have already become due, for a milestone already having been achieved by the Promoter, as per the Fourth Schedule)* shall be forthwith paid by the Allottee/s within a maximum period of 7 (seven) days from the date of receipt of the letter by the Allottee/s from the Promoter in this regard. A notice / intimation forwarded by the Promoter to the Allottee/s that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed.

- v. The payment by the Allottee/s in accordance with Clause 3(iii) is the basis of the Sale Price and is one of the principal, material and fundamental terms of this Agreement (time being the essence of the contract). The Promoter has agreed to allot and sell the said Premises to the Allottee/s at the Sale Price inter-alia because of the Allottee/s having agreed to pay the Sale Price in the manner more particularly detailed in Clause 3(iii). All the Instalments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s simultaneously on the execution of this Agreement.
- vi. The Sale Price excludes all applicable taxes *(including but not limited to tax paid or payable by way of GST, Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the said Premises and / or with respect to the said Car Parking Slot and/or this Agreement)*. It is clarified that all such taxes, levies, duties, cesses *(whether applicable/payable now or which may become applicable/payable in future)* including GST, Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local,

public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises and / or the said Car Parking Slot, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

- vii. The Sale Price excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and / or incidental charges in connection with the documents to be executed for the sale of the said Premises including on this Agreement and expenses on all documents for sale and / or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement.
- viii. The Sale Price is escalation-free, save and except escalations/increases, due to reasons setout in this Agreement or 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/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s; which shall only be applicable on subsequent payments.
- ix. The Promoter shall confirm the final carpet area of the said Premises that has been allotted to the Allottee/s after the construction of the said Real Estate Project is complete and the Occupation Certificate is granted by the SRA/MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Price payable on the basis of the RERA carpet area of the said Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the RERA carpet area of the said Premises beyond the defined limit of 3%, then, the Promoter shall refund the excess money paid by Allottee/s within 45 (forty-

five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s; the Promoter shall demand additional amount from the Allottee/s towards the Sale Price, which shall be payable by the Allottee/s prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/ Allottee/s; as the case may be, under this Clause, shall be made at the following rate arrived at by dividing the Sale Price with the carpet area of the said Premises (as setout at Sr No. 1 of the Third Schedule hereunder written) with the Sale Price (as setout at Sr No. 3 of the Third Schedule hereunder written).

- x. The Allottee/s authorize/s the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his/her/its/their payments in any manner.
- xi. The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s alongwith other allottees of the Real Estate Project on a non-exclusive basis are listed in the Seventh Schedule hereunder written (i.e. Silver Brook Amenities.)
- xii. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to acquire from the Promoter the said Premises on the basis of the carpet area only and the Sale Price agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the RERA carpet area of the said Premises. The Sale Price is only in respect of the said Premises and the Promoter has neither charged nor recovered from the Allottee/s any price or consideration for the common areas and the said Car Parking Slot and that the common areas and the Car Parking Slot shall be allowed to be used free of cost, without any price or consideration subject to Allottee/s paying the monthly maintenance/outgoings in respect thereof.

- xiii. All payments shall be made by way of demand drafts/ pay orders/account payee cheques/ RTGS/ ECS/ NEFT any other instrument drawn in favour of / to the account of the Promoter set out at Serial no.5 of the Third Schedule hereunder written. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Premises, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of /to the account of the Promoter more particularly mentioned in the Serial no.5 of the Third Schedule hereunder written. Any payments made in favour of / to any other account other than as mentioned in the Serial no.5 of the Third Schedule shall not be treated as payment towards the said Premises. The Allottee/s shall satisfy the Promoter either through its banker's commitment or in such other manner as shall be determined by the Promoter with regard to the security for the payment of each Instalment of the Sale Price. The Promoter shall be entitled to change the account (as set out in the Serial no.5 of the Third Schedule) by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid financial institution in such new account.
- xiv. The Allottee shall deduct tax at source (“TDS”) from each instalment of the Sale Price as required under the Income-tax Act, 1961. The Allottee shall duly cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 at the earliest. In the event of any loss of tax credit to the Promoter due to the Allottee/s's failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter from the Allottee/s.
- xv. The Allottee/s agrees and confirms that in the event of delay / default in making payment of the GST, Service Tax, Value Added Tax, TDS or any such taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the said unpaid tax amount (*along with interest payable thereon from the due date till the date of adjustment*) against any subsequent amounts received from the Allottee/s and

the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Promoter.

- xvi. Notwithstanding anything contained herein, each payment made by the Allottee/s shall be allocated at the discretion of the Promoter, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Promoter to appropriate any amounts received from the Allottee/s towards the payment of any Instalments of the Sale Price or any amount that may be owed by the Allottee/s to the Promoter.

**4. Rights Entitlements of the Promoters FSI, TDR and unconsumed Development Potential & nature of development of the Whole Project:**

- i. The Allottee/s hereby agree/s, accept/s and confirm/s that the Promoter proposes to develop the Whole Project (*by utilization of the Full Development Potential*) in the manner more particularly detailed at Recitals above and as depicted in LPS, proformas and specifications at Annexure-2 hereto and Allottee/s has/have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard. The Promoter shall be entitled to develop the Whole Project as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard.
- ii. At present, the Promoter estimates that the Full Development Potential of the Whole Project, Scheme Plots and the Adjoining Property (*under various circumstances*) as mentioned in the Recitals herein above & as disclosed in the LPS above. The aforesaid development potential may increase during the course of development of the Whole Project, the Scheme Plots and/or the Adjoining Properties, and the Promoter shall be entitled to all such increments and accretions.

iii. The Promoter shall be exclusively entitled to utilize, exploit and consume the entire inherent development potential of the Scheme Plots alongwith adjoining property (including but not limited to by way of Full Development Potential, Unconsumed Development Potential, FSI and Transfer of Development Rights (“TDR”) nomenclatured in any manner including additional/ incentive/ special/ premium/ fungible/ compensatory FSI), as well as any further/future development potential capable of being utilised on the Scheme Plots & the Adjoining Property, whether balance or increased, at present or in future, and as may arise due to any reason including change in applicable law or policy. Such development potential (*including but not limited to unconsumed Development Potential*) shall vest with the Promoter and has been reserved by the Promoter unto itself, and may be utilized by the Promoter as the Promoter deems fit. The Promoter shall always be the owner and will have all the rights, title, interest in respect of the unsold premises, un-alloted/ unassigned car parking spaces. The Allottee/s will not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter and all other areas, save as specifically stated in this Agreement and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard.

iv. The construction and development of the Real Estate Project being a phase of the Whole Project is presently sanctioned in the manner stated inter-alia in the Silver Brook IOD and Silver Brook CC and the Approved Layout for the Real Estate Project/the Whole Project as mentioned and as disclosed in Recitals hereinabove and as disclosed in the LPS. The LOI, Silver Brook IOD, Silver Brook CC, Approved Layout for the Real Estate Project/the Whole Project and other plans and approvals shall be amended, modified, revised, varied, changed from time to time to utilize the Full Development Potential of the Whole Project as designated/disclosed in the LPS. The Allottee/s agree(s), accept(s) and confirm(s) that the fundamental entitlement of the Promoter to utilize, exploit and consume the Full Development Potential of the Whole Project (both inherent and further/ future) as stated in

Recitals hereinabove & as disclosed in the LPS above, would require the Promoter to amend, modify, vary, alter, change, substitute and rescind the plans in respect of the Whole Project or any part thereof (including Approved Layout Plan , building plans, floor plans) and undertake such modified/ altered/ new construction and development in accordance therewith. Consequently and after negotiations and discussions between the Allottee/s and the Promoter, the Allottee/s agree(s), accept(s) and confirm(s) that in the course of development of the Whole Project as disclosed in Recitals including in the LPS and until completion of the development thereof in the manner stated in this Agreement, the Promoter shall be entitled to do the following as it may in its sole discretion deem fit, subject however to the said Premises not being adversely affected :-

- a) Develop the Whole Project and the Scheme Plots along with Adjoining Property and construct the building(s) thereon including the Real Estate Project & the Other Residential Component to exploit the Full Development Potential;
- b) Apply for and obtain approvals and permissions in phases, including amendments to existing approvals and permissions and part occupation certificates;
- c) Amend, modify, vary, alter, change, substitute, rescind, re-design and re-locate the existing Approved Layout, building plans, floor plans (including increase/decrease of floor levels) (including the LOI, IOD and CC), design, elevation for the purpose of exploiting and consuming the Full Development Potential of the Whole Project and the Scheme Plots and Adjoining Property (both inherent and further/future) at present and in future;
- d) To apply for and obtain amended/substituted/ revised/modified layout plans, building plans and floor plans sanctioning construction of the Real Estate Project and the Whole Project upto such floors as may be permissible whilst exploiting the

Full Development Potential of the Whole Project and the Scheme Plots as disclosed in the LPS & as stated in this Agreement;

- e) Make amendments, modifications, variations, alterations, changes, deletions and revisions with respect to the development of the Whole Project;
- f) To construct, develop and raise buildings, structures, towers and wings on the Scheme Plots and the Adjoining Property, with and without common podium levels;
- g) To construct, develop and raise additional levels, floors and storeys in buildings, structures, towers and wings on the Whole Project and the Scheme Plots along with the Adjoining Property and the Allottee/s shall not have any claim(s) against the Promoter in this regard;
- h) To construct lesser number of upper floors (*from what is disclosed in the LPS*) in respect of the said the Real Estate Project and/or the Other Residential Component or any part thereof, and the Allottee/s shall not have any claim(s) against the Promoter in this regard;
- i) To (by itself or through its workmen, staff, employees, representatives and agents) enter into and upon the Whole Project and any construction thereon including the Real Estate Project, the Other Residential Component including to view and examine the condition and state thereof;
- j) To use the common areas, facilities and amenities, internal access roads and all facilities, amenities and services in the layout of the Whole Project;
- k) To market, sell, transfer, mortgage, alienate and dispose of or grant rights with respect to the units/premises/spaces/ areas in/on the Whole Project, the Scheme Plots & the Adjoining

Property and all its right title and interest therein; provided however that for any mortgage of the said Premises by the Promoter, prior consent of the Allottee will be required;

l) To allot and grant car parking spaces/slots in/on the Whole Project, the Scheme Plots & the Adjoining Property to allottee/s of units/premises in/on the Whole Project and the Scheme Plots & the Adjoining Property.

m) To grant or offer upon or in respect of the Whole Project, the Scheme Plots & the Adjoining Property or any part thereof, to any third party including allottee/s therein, all such rights, benefits, privileges, easements including right of way, right to draw water, right to draw from or connect to all drains, sewers, installations and/or services in the Whole Project, the Scheme Plots & the Adjoining Property.

v. The Promoter has informed and the Allottee/s is/are aware that the Promoter is planning to put up additional floors or additional construction on the said Real Estate Project (*as designated in the LPS*) in future other than the construction plans for which have already been sanctioned, subject to clearance from Civil Aviation authorities. The Promoter has informed the Allottee/s that it shall put up further plans by amending the Approved Layout, LOI, Silver Brook IOA, Silver Brook CC for sanctioning by the SRA/Competent Authority for construction of additional floors over the currently approved 7 floors in the Silver Brook building & additional buildings as depicted in the LPS on the Whole Project. The Allottee/s hereby state/s and declare/s that he/she/they has/have “No Objection” for the Promoter to put up the additional construction nor shall he/she/they object at any time in future even after he/she/they is/are admitted as member/s of the Society/Association. The Allottee/s hereby give/s his/her/their express “No Objection” for the Promoter to put up additional construction or floors at any time now or in future.

- vi. The Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the said Premises of the Allottee/s; except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee/s. Adverse effect for the purposes of this clause shall mean a change in the location of the said Premises within the Real Estate Project.

**5. Completion Date, Delays and Termination:**

- i. The Promoter shall endeavor to complete the construction of the said Premises and obtain the Occupation Certificate from the SRA / MCGM for the said Premises by the date as more particularly mentioned in the Serial no. 8 of the Third Schedule hereunder written (“**Completion Date**”). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Completion Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:
  - (a) Any Force Majeure events as defined in herein below;
    - (i) war, civil commotion or act of God ;
    - (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- ii. The Promoter shall however, try to (without being obliged to) offer possession of the said Premises to the Allottee/s on or before the Completion Date.
- iii. If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee/s on the Completion Date (save and except for the reasons as stated in Clause 5(i)), then the Allottee/s shall be entitled to either of the following:
  - a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter (“Interest Notice”), to pay interest at the prevailing rate of State Bank

of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Completion Date (**“the Interest Rate”**), on the amount of Sale Price that is till then paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee/s; or

- b) the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail /Registered Post A.D. at the address provided by the Promoter (**“Allottee/s Termination Notice”**). On the receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (**“Interest Rate”**) to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or said Car Parking Slot and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the Car Parking Slot in the manner it deems fit and proper.
- iv. In case if the Allottee/s elect/s his remedy under Clause 5(iv)(a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under Clause 5(iv)(b) above.
- v. If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.

- vi. Without prejudice to the right of the Promoter to charge interest at the Interest Rate in terms of this Agreement, and any other rights and remedies available to the Promoter, either (a) on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee/s committing 3 (three) defaults of payment of instalments of the Sale Price, the Promoter shall be entitled to at his own option and discretion terminate this Agreement, without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s (**“Default Notice”**), by Courier / Email/ Registered Post A.D. at the address provided by the Allottee/s, of its intention to terminate this Agreement with detail(s) of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail(s) to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s (**“Promoter Termination Notice”**), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s. On the receipt of the Promoter Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Clause and without prejudice to the other rights, remedies and contentions of the Promoter, the Promoter shall be entitled to forfeit the Earnest Money as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty. Upon registration of the deed of cancellation in respect of the said Premises and upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another allottee and receipt of the sale price thereon, the Promoter shall after adjusting the Earnest Money, refund to the Allottee/s, the balance amount, if any of the paid-up Sale Price and after also deducting interest

on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges . Further, upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off the said Premises in the manner it deems fit and proper.

- vii. If the Allottee/s fails to rectify such Event of Default within the Cure Period, then the same shall be construed as a default (“**Default**”):
  
- viii. Subject to Clause 5 (vii) above, the following events shall be construed as a Default:
  - a) If the Allottee/s delay(s) or commit(s) default in making payment of any installment or any other amount payable under this Agreement, including taxes, etc. or otherwise, including as set out in this Agreement;
  - b) If the Allottee/s fails to take possession of the said Premises in terms of Clause 6 below;
  - c) If the Allottee/s commit(s) breach of any terms, conditions, IOD, covenants, undertakings and/or representations and/or warranties as given by him/her/it in this Agreement and/or any other writings and/or the terms and conditions of layout N.O.C. and other sanctions, permissions, undertakings and affidavits etc.;
  - d) If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up or dissolved;
  - e) If the Allottee/s is/are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
  - f) If a Receiver and/or a Liquidator and/or Official Assignee or any person is appointed for the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s;
  - g) If any of the assets and/or properties of the Allottee/s is/are attached for any reason whatsoever under any law, rule, regulation, statute etc.;

- h) If any execution or other similar process is issued and/or levied against the Allottee/s and/or any of the Allottee/s' assets and properties;
- i) If the Allottee/s has/have received any notice from the Government of India (either Central, State or Local or any foreign Government for the Allottee's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them; and/or
- j) If any of the aforesaid have been suppressed by the Allottee.

**ix. Consequences of Default:**

- i. On the occurrence of a Default, then and in that event, the Promoter shall, without prejudice to any and all other rights and remedies available to it under law, be entitled (but not obliged) to exercise its rights as mentioned in this agreement.
- ii. It is agreed that all the rights and remedies of the Promoter, including aforesaid rights and remedies of the Promoter, are cumulative and without prejudice to one another.

**6. Procedure for taking possession:**

- i. Within 7 (seven) days of the obtainment of the Occupation Certificate from the SRA / MCGM, the Promoter shall give notice offering possession of the said Premises on a date specified therein to the Allottee/s in writing ("**Possession Notice**"). The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. It is clarified that the Promoter shall be liable to hand-over possession to the Allottee/s only on receipt of the requisite instalments of the Sale Price and all other amounts due and payable in terms of this Agreement.
- ii. The Allottee/s shall take possession of the said Premises within 15 (fifteen) days from the date mentioned the Possession Notice.
- iii. Upon receiving the Possession Notice from the Promoter as per Clause 6(i) above, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other

documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s take/s or fail/s to take possession of the said Premises within the time provided in Clause 6(ii) above, such Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable and as shall be decided by the Promoter.

- iv. Within 15 (fifteen) days from the date of receipt of the Occupation Certificate from the SRA / MCGM, the Allottee/s shall be liable to bear and pay his/her/its/their proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project. Until the Society/Association is formed and the Society/Association Conveyance is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee/s further agree/s that till the Allottee/s's share is so determined by the Promoter at its sole discretion, the Allottee/s shall pay to the Promoter provisional monthly contribution per month towards the outgoings as mentioned in the Serial no. 4 of the Fifth Schedule. It is further clarified and agreed that the Allottee/s shall be liable to bear and pay such monthly contribution/maintenance charges from the date(s) specified in this Agreement irrespective of whether or not the Allottee/s has/have taken possession of the said Premises.
- v. The Allottee/s shall, before delivery of possession of the said Premises in accordance with this Clause 6, deposit such amounts as mentioned in the Fifth Schedule hereunder written with the Promoter. The amounts as more particularly mentioned in the Fifth Schedule hereunder written are not refundable. The Allottee/s shall make payments of such amounts as more

particularly mentioned in the Fifth Schedule hereunder to the bank account of the Promoter. The unspent balance, if any, of the amounts mentioned in the Fifth Schedule hereunder written, shall be delivered by the Promoter to the Society/Association, without interest. For the purposes of this clause, the expression “Promoter” includes its nominee/s.

**7. Defect Liability Period:**

If within a period of 5 (five) years from the possession date mentioned in the Possession Notice, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect (as actuals) in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s (including the Allottee/s appointing vendors/contractors not approved by the Promoter) and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs/ redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project. The Allottee/s is/are aware that the said Real Estate Project is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new structural member may adversely impact the said Real Estate Project at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter’s obligation to all allottees of the said Real Estate Project to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee/s/the Society and/or other allottees of the said Real Estate Project shall have no claim(s) of whatsoever nature against the Promoter in this regard. It is hereby clarified that the warranty on Lifts, Mechanized Parking Structure, Furniture & Fixtures and Fire Fighting Equipment shall be provided by the agencies/manufacturers and the Promoter shall not be liable for any defect and maintenance of the same.

## **8. Formation of the Society & Apex Body:**

### **a. Formation of the Society:**

- i. The Promoter has (*along with the slum structure occupants on the Scheme Plots*) in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 already constituted the Pride of Vakola Society
- ii. The Allottee/s are aware and acknowledge that the development of the Real Estate Project is a part of the Whole Project and this Agreement is entered into by the Promoter and the Allottee/s on the specific understanding that, it shall be at the discretion of the Promoter to decide the nature and number of Association(s), whether to form a society or a company or a condominium of which the Allottees of the Premises in the said Real Estate Project shall become members
- iii. The Allottee/s along with other Allottee/s of residential flats and other premises in the said Real Estate Project or Whole Project shall join in forming and registering an Association/Society or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute (if need be) the application for registration and/or membership and other papers and documents necessary for formation and the registration of such Society/Association or Limited Company and for becoming members, including the bye-laws of the proposed Society or Association or Memorandum of Association of such company and duly fill in, sign and return to the Promoter within 7(seven) days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register Association the said organization of such purchasers as contemplated under RERA. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and or Articles of Association, as may be required by the Registrar of Co-operative

- Societies or the Registrar of Companies, or any other competent authority as the case may be.
- iv. The Promoter at their own discretion may form a single Association or more than one Association in the Whole Project. Provided however, a separate Association shall be formed for the purchasers of residential premises (*in the Real Estate Project*) or shall be made members of an existing Association within three months of the majority of premises in the Real Estate Project are sold. Provided further that the management and affair of the Real Estate Project shall be undertaken by such Association only after the administration of the Real Estate Project is handed over to the Association by the Promoter.
  - v. If the Promoter chooses to form more than one Association, the Promoter shall form an Apex Body either as a federation of separate and independent co-operative housing societies or a holding company of separate and companies or any other legal entities, by submitting an application to the registrar for registration of the co-operative society or the company to form and register an Apex Body in the form of Federation or Holding entity consisting of all such entities in the Whole Project so formed. Such application shall be made within a period of three months from the date of the receipt of the occupancy certificate of the last of the building/tower/wing which is to be constructed in the Whole Project.
  - vi. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society / Association, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/ Association and their respective members/intended members including the Allottee/s, as the case may be, and the Promoter shall not be liable towards the same.

**b. Transfer of Title:**

- i. The Promoter shall, within three months from the date of issuance of the occupancy certificate for the said Real Estate Project by Competent Authority transfer the said structure of the Real Estate Project (**'Real Estate Project Conveyance'**) (*excluding the Real Estate Project Land & the Automated Car Parking Structure*) in favour of the Society/Association/ Apex Body. After the Real Estate Project Conveyance, the Association shall be responsible for the operation and management and/or supervision of the said Real Estate Project and the Promoter shall not be responsible for the same and the Allottee/s shall extend necessary cooperation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
  
- ii. The Promoter will transfer and convey the Automated Car Parking Structure along with other structures for amenities and facilities on the Real Estate Project Land to the Society/Association/ Apex Body on completion of development of the Whole Project and receipt of occupancy certificates to the last of the building/wing/phase in the Whole Project.
  
- iii. Even if the Conveyance of the Real Estate Project & Scheme Plots/ Whole Project is executed in favour of such Association/Apex Body, the Promoter will not be bound to hand over possession of the said Premises to the Allottee/s or to the Association until all the amounts which are due and payable by the Allottee/s to the Promoter under this Agreement or otherwise are paid along with interest, if any. The Promoter shall have lien on the said Premises for unpaid price along with interest, if any, payable to them as also for any other amount payable by the Allottee/s to the Promoter. Till such amount with interest, if any, is paid to the Promoter, the Allottee/s or the Association will not be entitled to possession of the said Premises and the possession of the Promoter shall continue till then.

- iv. Notwithstanding what is contained to the contrary, the Promoter shall be entitled to convey or cause to be conveyed the Real Estate Project Land or Scheme Plots/Adjoining Properties/Whole Project or any part thereof, or portion or portions thereof either Building - wise, Sub-Plot-wise, or Phase-wise to independent Society, Limited Company or Association or Apex Body, as the case may be, at the sole option/discretion of Promoter, the option to be selected and exercised by the Promoter. The same shall be undertaken within 3 months from the date of issue of occupation certificate for the last building/wing/phase of the Whole Project. The Allottee/s confirm that neither the Allottee/s will be entitled to call upon or compel nor will they demand the Promoter to select any specific option. Neither the Apex Body nor the Society, Limited Company or Association /the Pride of Vakola Society shall ever claim and/or demand for partition of the Scheme Plots/Adjoining Property or any part thereof.
- v. The Association/Apex Body shall be liable to maintain on the Real Estate Project Land /Scheme Plots/ Adjoining Property /Whole Project (as the case may be) the electric sub-station, drainage line, electric cables, common water pipeline, or any other common facilities to be used and enjoyed by the occupants of the buildings constructed thereon.
- vi. All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such deed of transfer shall be borne and paid by the Association/all purchasers of flats/premises/units in the Real Estate Project in the same proportion as the RERA carpet area of the Premises bears to the total area of all the flat(s)/premises/units in the said Real Estate Project.

- vii. It is clarified that, the Promoter shall never be liable or required to pay any transfer fees and/or any amount, compensation whatsoever to the Association in respect of the sale or transfer of the unsold units or resale of any premises in the event of cancellation of earlier sale, even after the conveyance with respect to the Scheme Plots/Whole Project and structures thereon.

#### **9. Representations and warranties of the promoter:**

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

- a. The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Scheme Plots for the implementation of the Real Estate Project;
- b. The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- c. There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee/s;
- d. There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed in the Title Report and the RERA Website to the Allottee/s;
- e. All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect

to the Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;

- f. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- g. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Scheme Plots and the said Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;
- h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- i. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till possession is offered to the Allottee/s in accordance with this agreement and thereupon shall be proportionately borne by the Society/Association;
- j. 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 Scheme Plots) has been received or served upon the Promoter in respect of the Scheme Plots and/or the Real Estate Project except those disclosed to the Allottee.

**10. Nominee**

- i. The Allottee/s hereby nominate/s the person identified in the Serial No.9 of Third Schedule hereunder written (“said Nominee”) as his/her/their nominee in respect of the said Premises. On the death of the Allottee/s, the Nominee shall assume all the obligations of the Allottee/s under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee/s shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee/s (*if such substitution has been intimated to the Promoter in writing*) and deal with him/her/them in all matters pertaining to the said premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee/s.
- ii. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealing, breaches, omissions, commissions etc. of and /or by the Nominee.

**11. Indemnity**

The Allottee shall indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all demands, notices, claims, actions, proceedings, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Allottee of any of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee in complying/performing his/her/their obligations under this Agreement.

**12. Construction of the Agreement**

In this Agreement where the context admits:

- i. Any reference to any statute or statutory provision shall include:

- a. all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
- b. any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced.
- c. the Schedules & Annexures form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- d. references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- e. each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

13. The Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever hands the said Premises may come, hereby covenants with the Promoter as follows:-
- (i) To maintain the said Premises at the Allottee/s's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken or deemed to be taken and shall not do or suffer to be done anything in the said Premises or on the said Real Estate Project Land on which the said Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Premises or any part thereof;
  - (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Premises 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 any of the common areas or common facilities and in case any damage is caused to any of the said Building on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach;
  - (iii) To carry out at his/her/their own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/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 said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour

scheme of the said Premises and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter;

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land the said Premises or any part thereof, if any or whereby any increased premium shall become payable in respect of the insurance;
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Land;
- (vii) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Premises or to the Common Areas of the project;
- (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 said Premises by the Allottee/s for 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 said Premises until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up unless approved by the Promoter, who may at its sole discretion permit/confirm the same;
- (x) The Allottee/s shall observe and perform all the rules and regulations which the Society/Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Real Estate Project and for the observance and performance of the 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/Association regarding the occupancy and use of the said Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

14. The Promoter has availed of and/or may avail of financial assistance, including any construction/corporate loans, infrastructure loans, from bank/s, financial institution/s, and/or person/s against security of any part/s of the said Whole Project, or any parts thereof, or any receivables, which have been, or may be, mortgaged, or charged to such banks and/or financial institutions and/or other persons as security for repayment of the financial assistance taken from them. As part of any such arrangement by the Promoter, all or any of the responsibilities and/or obligations and rights of the Promoter under this Agreement may be transferred to any other person. The Promoter agrees that: (a) on or prior to the Date of Offer of Possession, the Promoter shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the Premises alone, enabling the Promoter to complete the allotment and sale thereof to the Allottee/s, free of the same, (b) on or prior to the execution of the Deed/s of Transfer in favour of the Entity & Organization, the Promoter shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the Real Estate Project, such that the Real Estate Project is freed from such encumbrances. The Promoter agrees that after the execution of this Agreement, any mortgage or charge shall not affect the right and interest of the Allottee/s under this Agreement.

15. The person/s in whose favour the Promoter has granted or created, or agreed to grant or create, any mortgage, charge or security interest in respect of any unsold Premises in the Real Estate Project, may itself/himself/ herself/ themselves, or jointly with the Promoter, be admitted as and made members of the Society/Association, without it, him, her or them or the Promoter being made subject or liable to any separate, special,

new or additional condition/s and required to pay any separate, special, additional or extra amount or consideration whatsoever for the same (whether by way of transfer fees, charges, premium, donation or otherwise) and the Allottee/s shall not raise any objection.

16. The Promoter shall not be liable to bear or pay any contributions, deposits, expenses, transfer fees, non-occupancy charges, donations, premiums or any other amounts, charges or liabilities whatsoever to the Society/Association to be formed in respect of the Real Estate Project, in respect of any unsold/unallotted Premises.

17. The Promoter and/or Promoter Affiliates shall in its discretion, control the placement, installation and provision of any types of temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon and in the Real Estate Project and/or any part thereof till Real Estate Project Completion. Further, the Promoter and/or the Promoter Affiliates shall always have full complete and unrestricted access to such hoardings, and signage. Without prejudice to the generality of the foregoing provisions the Promoter and/or Promoter Affiliates shall have full rights, in its/their discretion, to install its/their name/s and any other Promoter Intellectual Property at one or more places or in or upon the Whole Project including Real Estate Project Land and/or upon the Real Estate Project and/or at the entrances and exits thereof. The Promoter and Promoter Affiliates have, shall always have and reserve/s, to themselves full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.

**18. Binding effect: -**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s 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/s and secondly, appears for registration of the same

before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s 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/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

**19. 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 Premises/Real Estate Project, as the case may be.

**20. Right to amend: -**

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

**21. Provisions of this agreement applicable to allottee/s / subsequent allottee/s: -**

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

**22. 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 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.

**23. Method of calculation of proportionate share wherever referred to in the agreement: -**

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other allottees in Real Estate Project, the same shall be in proportion to the Rera carpet area of the said Premises to the total Rera carpet area of all the premises of the said Building in which the said Premises is situated.

**24. 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.

**25. 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/s, in after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

26. The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance 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.

27. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter, as the case may be if sent to the following addresses:

(I) Promoter's Name : **M/s. GOLD COIN BUILDERS**

Promoter's Address : Sona Mohar, behind Vakola  
Municipal Market, Off Nehru Road,  
Santacruz (E), Mumbai- 400 055.

PAN : AAAFG5170H

Notified Email ID : goldcoinbuilders@gmail.com

(II) Name/s of Allottee/s : **MR/MRS/M/s. \_\_\_\_\_**

Allottee/s's Address : \_\_\_\_\_

PAN : \_\_\_\_\_

Notified Email ID : \_\_\_\_\_

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

**28. Joint allottees: -**

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

**29. Stamp duty and registration: -**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allotee/s

**30. Dispute resolution: -**

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

**31. 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 Mumbai Courts will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**Firstly**

*(Description of the Non Slum Plots above referred to)*

All those pieces and parcels of lands bearing CTS Nos. 651-C and 700-C admeasuring in aggregate 174.80 sq. mtrs or thereabouts of Revenue Village- Kolekalyan Taluka-Andheri in the registration district and sub-district of Mumbai City and Mumbai Suburban

**Secondly**

*(Description of the Slum Plots above referred to)*

All those pieces and parcels of lands bearing CTS Nos. 747 to 773, 775 to 789, 801, 651-E, 734-E admeasuring in aggregate 5820.20 sq. mtrs or thereabouts of Revenue Village- Kolekalyan Taluka-Andheri in the registration district and sub-district of Mumbai City and Mumbai Suburban

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

Portion of land admeasuring 302.21 sq. mtrs or thereabouts (forming a part of Sub-Plot B of the Scheme Plots) as delineated on the plan annexed as Annexure-7 hereto with red colour boundary lines, forming a part of all those pieces and parcels of land bearing CTS Nos. 747 to 773, 775 to 789, 801, 651-E, 734-E, 651-C and 700-C of Revenue Village-Kolekalyan Taluka-Andheri in the registration district and sub-district of Mumbai City and Mumbai Suburban

SIGNED AND DELIVERED by the )  
 within named “**PROMOTER**” )  
**M/s. GOLD COIN BUILDERS,** )  
**By the hand of its Partner** )  
 1. \_\_\_\_\_ )  
 2. \_\_\_\_\_ )  
 in the presence of ..... )  
 1. )  
 2. )

SIGNED AND DELIVERED by the )  
 within named “**ALLOTTEE/S**” )  
**MR/MRS./M/s.** \_\_\_\_\_ )  
 in the presence of ..... )  
 1. )  
 2. )

**RECEIPT**

RECEIVED of and from the Allottee/s abovenamed, a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) being the part payment towards the said Premises.

PROMOTER

Witnesses:

1.

2.

=====

MUMBAI DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022

=====

**BETWEEN**

M/s. GOLD COIN BUILDERS

**AND**

MR./MRS./M/s. \_\_\_\_\_

**AGREEMENT FOR SALE**

**THE THIRD SCHEDULE ABOVE REFERRED TO*****(Meaning of certain terms and expressions)***

<b>Sr. No.</b>	<b>Terms and Expressions</b>	<b>Meaning</b>
1	Said Premises	Flat No. ____ on ____ floor of the Building known as "Silver Brook"
2	Carpet area of the said Premises as per RERA	_____ Sq.ft.
3	Sale price towards the carpet area of the said Premises.	Rs. ____/- (Rupees _____ Only)
4	Advance Payment towards the Sale price paid prior hereto.	Rs. ____/- (Rupees _____ (Only)
5	Bank Account of the Promoter (Collection Account)	Gold Coin Builders, COLLECTION ACCOUNT- SILVER BROOK Account No- 923020025882153 IFSC Code- UTIB0001244
7	Car parking Slot/s	Permission to park ____ car in the Automated Parking Structure.
8	Completion Date	
9	Nominee	Name:- _____ Relationship with Allottee/s :- _____ Address of the Nominee :- _____
14	PAN	Promoter's PAN :- _____ Allottee/s PAN :- _____

Final Version


**THE FOURTH SCHEDULE ABOVE REFERRED TO**

*(Schedule of Payment of the Sale Consideration as payable by the Allottee/s)*

<b>Sr. No.</b>	<b>Milestone</b>	<b>Percentage</b>	<b>Amount</b>
1	At the time of Booking (Part of Earnest Money)		
2	Upon Execution of Agreement (including balance portion of Earnest Money)	10%	
3	On completion of Plinth of the said Building	10%	
4	On completion of the 1 <sup>st</sup> slab of the said Building	6.25%	
5	On completion of the 2 <sup>st</sup> slab of the said Building	6.25%	
6	On completion of the 3 <sup>st</sup> slab of the said Building	6.25%	
7	On completion of the 4 <sup>st</sup> slab of the said Building	6.25%	
8	On completion of the 5 <sup>st</sup> slab of the said Building	6.25%	
9	On completion of the 6 <sup>st</sup> slab of the said Building	6.25%	
10	On completion of the 7 <sup>st</sup> slab of the said Building	6.25%	
11	On completion of the 8 <sup>st</sup> slab of the said Building	6.25%	
12	Completion of the walls, internal plaster, floorings, doors and windows of the said Premises.	10%	
13	Completion of External Plumbing, External Plaster, elevation, terraces with water proofing, lifts, water pumps, electrical fittings of the said Real Estate Project.	10%	
14	At the time of handing over of the possession of the said premises to the Allottee/s on/after receipt of the Occupation Certificate for the Said Premises or Completion Certificate with respect to the said Real	10%	

Final Version

	Estate Project whichever is earlier.		

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

*(Being the amounts to be paid by the Allottee/s in accordance with this Agreement)*

<b>Sr. No.</b>	<b>Particulars</b>	<b>Amount</b>
1	Charges towards formation and registration of the society and/or the Apex Body, along with applicable taxes.	30000
2	Share application money of the Society	3000
3	All legal costs, charges and expenses	11800
4	Amount towards provisional monthly contribution towards outgoings of the society or the Apex Body and Proportionate share of taxes and other charges/levies in respect of the Society or the Apex Body (taxes to be paid separately by Allottee/s at applicable rates) for 24 months.	

It is hereby expressly clarified, agreed and understood that in the event of there being any increase in the amounts mentioned in this clause, and/or any other amounts/deposits, which are not referred to therein become payable, for any reason, then the allottees/s shall be liable to bear and pay the same within 15 (fifteen) days from receipt of the promoter's written information in this regard.

**THE SIXTH SCHEDULE ABOVE REFERRED TO  
(Furniture and Fixtures)**

<b>FLOORING</b>	2' X 2' good quality Vitrified tile flooring in all the rooms of brand Kajaria/Simpolo or equivalent make.
<b>PAINTING</b>	Entire flat will be painted with Luster Texture Paint of brand like Asian Paints.
<b>WATER PROOFING</b>	Provided in Bathrooms and wherever required.
<b>WINDOWS</b>	Aluminum sliding anodized windows with mosquito net and Toilet windows with adjustable Louvers.
<b>FRAME/ SHUTTER</b>	<p><b><u>Main Door</u></b> Door with wooden frame and shutter – both side sun mica along with Eyepieces Double Lock arrangement, Safety Door &amp; electric call bell.</p> <p><b><u>Bath, WC Doors and Frames</u></b> Marble/Granite Framing and Door with wooden shutter and good quality tower bolt &amp; handle to the shutter.</p> <p><b><u>Other Door/s in The Flat</u></b> Flush doors of high-quality wood oil painted with locking arrangement.</p>
<b>KITCHEN</b>	Kitchen with Black Granite platform with Nirali Stainless Steel Sink and colored tile dado fitted above the Platform.
<b>BATHROOMS</b>	<p>Concealed Plumbing and Vitrified tiles or equivalent good quality antiskid tile flooring and wall tiles fitted up to window height.</p> <p>Hot &amp; Cold Arrangements, along with good quality sanitary fittings of Asian Paints/Jaguar brand.</p>
<b>ELECTRICAL MCB</b>	Concealed electric copper wiring of polycab with ELCB & switch in the main board with circuit breakers. Adequate number of lights and fan points, Air Condition and Washing Machine points.

	Separate meter for each flat. Switch type will be of GM brand or reputed make.
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**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

(Silver Brook Amenities)

**DESCRIPTION OF COMMON AREAS & COMMON FACILITIES:**

1. Common areas shall include staircases, lobbies, passages and landings, common terraces (excluding pocket/attached terraces abutting certain flats and as such, exclusively allotted to the Allottee/s of the said Premises).
2. Common facilities in the said Building shall include: -
  - a) Overhead and underground water storage tank sand water pipes, water meter, pump room with pumps and accessories.
  - b) Drainage and sewerage.
  - c) Electrical common load wiring, starters/switches and all common wirings.
  - d) Common lights in staircase/s, landing/s, gates, terrace and compound/s.
  - e) Compound gate/s.
  - f) Common compound walls.
  - g) Lifts.