

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and entered into at Mumbai, on this \_\_\_ day of \_\_\_\_\_, 2024 ("said Agreement").

### **BETWEEN**

**M/S HARIYANA DEVELOPERS**, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, through its partner **MR. SHAILESH HINGARH**, having its registered office at 404 Niranjan, 99, Marine Drive, Marine Lines, Mumbai – 400 002, hereinafter referred to as "**The Developer/Promoter**" (which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include the partner or partners for the time being and from time to time of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner) of the **ONE PART**;

### **AND**

\_\_\_\_\_, having his/her/their address \_\_\_\_\_, hereinafter referred to as "**the Allottee**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns) of the **OTHER PART**;

### **WHEREAS:**

- A. The Maharashtra Housing and Development Authority, a statutory Corporation established under the Bombay Housing and Area Development Act, 1976 (hereafter referred to as "the said Authority") being duly constituted with effect from the 5th day of December 1977 under Government Notification in the Public Works and Housing Department No. ARD/1077(1) Desk-44 dated 5-12-1977; the Maharashtra Housing Board, a Corporation established under the Bombay Housing Board Act, 1948 (Bom LXIX of 1948) (hereinafter referred to as "the said Board"), stood dissolved by operation of Section 15 of the said Act.
- B. Under clause (a) and (b) of Section 189 of the said Act, all the property, rights, liabilities and obligations of the said dissolved Board including those arising under any agreement or contract have become the property, rights, liabilities and obligations of the said Authority.
- C. The said Board was inter alia seized and possessed of or otherwise well and sufficiently

entitled to all that piece or parcel of land admeasuring 696.99 square meters being Building No.138 at Survey No.236 – A and C.T.S. No.193 Part, of Village Ghatkopar situate at Pant Nagar, Ghatkopar (East), Mumbai – 400 075 within the Registration District and Sub District of Mumbai City and Mumbai Suburban (*hereinafter referred to as “the said Property”*) and more particularly described in the First Schedule hereunder written and delineated on the plan thereof hereto annexed as **Annexure ‘A’** and thereon shown surrounded by red color boundary line on the plan hereto appended (*hereinafter referred to as “the said Land”*) having each unit plinth area 325.88 sq. ft. = 30.27 sq. mtrs. and carpet area 217.75 sq. ft. = 20.22 sq. mtrs. each.

- D. The said Land became the property of the said Authority and all the rights, liabilities and obligations of the said Board as aforesaid in relation to the said Land became the rights, liabilities and obligations of the said Authority.
- E. The said Authority had a scheme of construction and allotment and sale of tenements on rental basis to industrial workers known as Subsidised Industrial Housing Scheme and for this purpose a layout of plots of the land at Pant Nagar, Building No.138, Ghatkopar (East), Mumbai 400 075 was made. The said Property forms part of the said layout of plots made by the said Authority.
- F. The said Authority constructed a building bearing Building No.138 hereinafter (*referred to as “the said Building”*) consisting of ground plus three upper floors and having thirty two (32) tenements of the said Property and allotted tenements thereto to the allottees thereof under the said Subsidised Industrial Scheme.
- G. According, the said Authority became seized and possessed of or otherwise well and sufficiently entitled to the said Property viz. all that piece or parcel of land admeasuring 696.99 square meters bearing Survey No.236 – A and C.T.S. No.193 Part, of Village Ghatkopar, situated at Pant Nagar, Ghatkopar (East), Mumbai 400075 together with the said Building having built up area of 7502.62 square feet i.e. 696.99 square meters and plinth area of 217.75 square feet i.e. 20.22 square meters and consisting of ground plus three upper floors and having thirty two (32) tenements situate, lying and being at Pant Nagar, Ghatkopar (East), Mumbai – 400 075 within the Registration District and Sub District of Mumbai City and Mumbai Suburban and more particularly described in the First Schedule hereunder written and delineated on the plan thereof hereto annexed as **Annexure ‘A’** and thereon shown surrounded by red color boundary line on the plan hereto appended hereto.

H. The allottees of the tenements in the said Building formed themselves into and incorporated and registered themselves into a Co-operative Housing Society namely PANT NAGAR SURYODAYA CO-OP HOUSING SOCIETY LTD., a Co-operative Housing Society bearing registration No. BOM/HSG/7779 dated 22-1-1982 (*hereinafter referred to as “the said Society”*).

I. By Deed of Sale dated 25- 06-1986 made between the said Authority of the one part and the said Society of the other part and registered with the Sub-Registrar of Assurances, Bandra under receipt No.4984/1986, the said Authority sold and conveyed the said Building having built up area of 7502.62 square feet i.e. 696.99 square meters and plinth area of 217.75 square feet i.e. 20.22 square meters standing on the said Property more particularly described in the First Schedule hereunder written to the said Society at or for the consideration or purchase price of INR 1,63,688/- and on terms and contained therein contained. Hereto annexed and marked **Annexure ‘B’** is copy of Sale Deed dated 25-06-1986.

J. Simultaneously with the execution of the said Deed of Sale dated 25-06-1986, by an Indenture of Lease dated 25-06-1986 made between the said Authority of the one part and the said Society of the other part and registered with the Sub-Registrar of Assurances, Bandra under receipt No.4985/1986, the said Authority demised and gave on lease the said Land underneath and appurtenant to the said Building admeasuring 696.99 square meters comprised in the said Property for the term of 99 years commencing from 1/4/1980 at or for the premium of INR 19,272/- and at or for the lease rent of INR 460.80 per annum and on the terms, conditions and covenants therein contained. Hereto annexed and marked **Annexure ‘C’** is copy of Lease Deed dated 25-06-1986.

K. In the premises aforesaid, the said Society was seized and possessed of or otherwise well and sufficiently entitled to the leasehold right, title and interest in all that piece or parcel of land admeasuring 696.99 square meters bearing Survey No.236 – A and C.T.S. No.193 Part, Village Ghatkopar, situate at Pant Nagar, Ghatkopar (East), Mumbai – 400 075 within the Registration District and Sub District of Mumbai City and Mumbai Suburban and became owner of the said Building No.138 consisting of ground plus three upper floors and having built up area of 7502.62 square feet i.e. 696.99 square meters and plinth area of 217.75 square feet i.e. 20.22 square meters and containing thirty two (32) tenements standing thereon. The said Land and the said Building are hereinafter referred to as “the said Property” and more particularly described in the First Schedule hereunder written and

delineated on the plan thereof hereto annexed as **Annexure 'A'** and thereon shown surrounded by red color boundary line.

- L. The said Building being in dilapidated condition and in need of heavy repairs, the said Society with the consent and concurrence of all the members of the said Society were desirous of carrying out redevelopment on the said Property by obtaining the permission from the said Authority for carrying out redevelopment on the said Property by demolishing the said Building standing on the said Property, by constructing multi storied building/s on the said Property as per the plans and specifications sanctioned by the Municipal Corporation of Greater Mumbai on such terms and conditions as may be imposed.
- M. By an agreement for Redevelopment and Reconstruction dated 10.4.2006 (hereinafter referred to as "the said Development Agreement"), registered with the office of Sub-registrar of Assurances under no. BDR/2844/2006, the said Society granted development rights to erstwhile developer M/s. Kumar Builders, a partnership firm upon the terms and conditions mentioned therein in respect of the said Property as more particularly set out therein, with liberty to develop the same to maximum extent.
- N. Simultaneously with the execution of the said Development Agreement, the said Society also executed Power of attorney dated 10.4.2006, in favour of the erstwhile developers M/s. Kumar Builders, and duly registered under serial no. BDR-3-2844/2006, with Sub-registrar of Assurances Kurla – 1 to do various acts, deeds, matters and things for the development of the said Property as more particularly set out therein.
- O. Thus M/s. Kumar Builders had become seized and possessed of or otherwise well and sufficiently entitled to all full development potential/ FSI, with a clear and marketable title, free from all encumbrances, save and except the claims in respect of the said tenements of the members of the said Society.
- P. Pursuant thereto, M/s. Kumar Builders initiated the process of redevelopment of the said Property in the year 2021 by negotiating with the tenants/occupants in respect of the above 32 tenements and also executed and registered separate Agreements for Permanent Alternate Accommodation with the members/ occupants (hereinafter referred to as "Agreements for Permanent Alternate Accommodation"). All the members of the said Society/ occupants by entering into their respective Agreement for Permanent Alternate Accommodation, thereby agreed to vacate their respective premises and for demolishing the

said Building for the redevelopment of the said Property and for construction of the new building/s on the said Land by utilizing F.S.I of the plot and by loading TDR FSI/Fungible FSI, to be carried out by the erstwhile developer.

Q. The Developer thereafter demolished the said Building standing on the said Land (after receiving possession thereof from the SAID Society and all the members) and pursuant to an application made by the Developer to the MHADA, MHADA thereby permitted the erstwhile Developer to commence construction of the new building/s on the said Land in accordance with the plans approved by the MHADA. The Developer had proposed construction of a multistoried building comprising of 2 (Two) wings on the said Land viz.:

- a. Wing-A proposed to be comprising of 2 Basement, 1 stilts and 16 upper floors (hereinafter referred to as "**the First Wing**");
- b. Wing-B proposed to be comprising of 2 Basement, 1 stilts and 16 upper floors (hereinafter referred to as "**the Second Wing**");

The Wing 'A' and the Wing 'B' mentioned above are hereinafter collectively referred to as "**the Proposed Building/s**".

R. The development/redevelopment of the said Land undertaken by the erstwhile developer in the manner aforesaid by demolishing the said Building standing on the said Land and constructing thereon the Proposed Building/s, in the manner aforesaid, is hereinafter referred to as "**the said Project**". The term "**the Project**", wherever the same appears hereinafter, shall include without limitation the entire project of construction of the Proposed Building/s and other structures and the entire development of the said Land, as envisaged by the erstwhile developer.

S. Over the years the partnership firm of M/s. Kumar Builders (erstwhile developers) was reconstituted by admission and retirement of partners of the various individuals and companies of the Kumar Builders family and group the last being Deed of Reconstitution dated 08.05.2018 between existing partners of the partnership firm M/s. KUMAR BUILDERS. By the said deed M/s. Sukumar Realtors and Capitals Private Limited retired as partner and M/s. Kumar Urban Development Private Limited continued as partner and Mr. Lalitkumar Jain, M/s. Kul Urban Development Bengaluru Private Limited, M/s. Primco Real Estates Private Limited, M/s. Kul Infrastructure Private limited, M/s. Sukumar Housing and Finance

Private limited and M/s. Krutikumar Realty Holdings Private limited were admitted as new partners effective from the closing of business hours of 31<sup>st</sup> March 2018.

T. For smooth working and better effective management and improvement as well as advancing of the business, partners of erstwhile partnership of M/s. KUMAR BUILDERS, decided to convert the said partnership into company in accordance with the provisions of Section 366 of Companies Act, 2013 and accordingly KUMAR BUILDERS PROJECT PUNE PRIVATE LIMITED was incorporated on 28.1.2019, and certificate of incorporation granted by Registrar of Companies.

U. In view of the various technical and practical constraints resulting in redevelopment project and due to change in the Government Policies the commercial terms, particularly referred in clauses nos. 3, 11 of the said Development agreement was required to be modified and/or amended. In addition thereto, the said Society insisted for Bank Guarantee and other safeguards for protection of their interests. Accordingly pursuant to the negotiations between the parties of the second and third parts, the term sheet/ writing dated 2.2.2016.

V. By and under Deed of Assignment cum Supplementary Development Agreement dated 27<sup>th</sup> January 2022, entered into between KUMAR BUILDERS PROJECT PUNE PRIVATE LIMITED of the first part, the Developer/ Promoter of the second part and the said Society of the third part, and registered with the Sub-Registrar of Assurances, Kurla under receipt No.KRL1-1439-2022, the Developer/Promoter, with the consent, concurrence of the said Society, has taken over the rights and obligations of M/s. Kumar Builders with respect to the implementation of the redevelopment of the project referred in First Schedule hereunder written, pursuant to the said Development Agreement dated 10.4.2006 and under Term sheet/writing dated 2.2.2016, at or for the consideration of INR 7,50,00,000/- (Rupees Seven Crore Fifty Lakhs only)which includes premium paid to MHADA, rent, shifting, brokerage and corpus paid to members, being the amount spent by M/s. Kumar Builders on the project till date of terms sheet dated 2<sup>nd</sup> February, 2016 which has been paid by the Developer/ Promoter to M/s. Kumar Builders upon the terms and conditions referred hereinafter. By Resolution dated 2.2.2016 all the members of the said Society gave their consent as well as undertaking for the redevelopment by the Developer/ Promoters upon the terms and conditions set out in the said Development Agreement read with the Term sheet dated 2.2.2016 which are also forming part of the Deed of Assignment cum Supplementary Development Agreement dated 27<sup>th</sup> January 2022. Hereto annexed and marked as

Annexure 'D' is list of consenting members of the said Society.

- W. Accordingly, the Developer is in its own right entitled to develop and sell the balance flats/commercial units to be constructed on the said Land, out of the balance TDR FSI and allot the balance car parking spaces. Pursuant to the aforesaid Deed of Assignment cum Supplementary Development Agreement, M/s. Kumar Builders have put the Developer in possession of the said Land/Property for carrying out development work;
- X. The Developer is entitled to construct the Proposed Building/s on the said Land in accordance with the recitals hereinabove.
- Y. The Developer has commenced the process of developing the said Land by constructing the Proposed Building/s on the said Land.
- Z. The development/redevelopment of Proposed Building/s known as '**SHREE SURYODAYA**' is the entire Project (as defined herein) and proposed as a "real estate project" by the Developer and has been registered as a 'Residential'("the Real Estate Project") with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules"). The Authority has duly issued the Certificate of Registration No.**P51800025572** dated **01/07/2020** and the copy of the RERA Certificate is annexed and marked as Annexure 'E' hereto.

- AA. The Allottee has, 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 has agreed and consented to the development of the said Project. The Allottee has also examined all documents and information uploaded by the Developer/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.
- BB. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below-

(i) The Developer is contemplating developing one composite residential building, which as per the current approvals, shall consist of One Tower with two Wings i.e. Wing A and Wing B known as "**SHREE SURYODAYA**". Wing 'A' is proposed to comprise of 2 basement plus 1 stilt plus 16 upper habitable floors, out of which, permission has been granted by the MHADA for construction upto 16<sup>th</sup> upper habitable floors. Wing 'B' is proposed to comprise of 2 level basement plus 1 stilt plus 16<sup>th</sup> upper habitable floors, out of which, permission has been granted MHADA for construction upto 16<sup>th</sup> upper habitable floors;

(ii) The Real Estate Project shall comprise of units/premises consisting of apartments/flats;

(iii) Total FSI of 7195.00 square meters has been sanctioned for consumption in the construction and development of the Real Estate Project.

(iv) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the **Forth Schedule and Fifth Schedule** hereunder written ("**Real Estate Project Amenities**").

(v) The Promoter shall be entitled to put hoarding/boards of their Brand Name viz. **HARIYANA DEVELOPER**, on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

(vi) The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of apartments/flats in the Real Estate Project and/or other allottees in the said Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.

(vii) The name of the said Building shall be '**SHREE SURYODAYA**' ( Wing 'A' & Wing 'B' Residential Only)

(viii) The details of formation of the Society, and, conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in Clause 13 and 14 below.

The above details along with the annexures to the RERA Certificate are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

CC. The Allottee/purchaser is/are desirous of purchasing a residential premises / flat bearing No. \_\_\_\_\_ on the \_\_\_\_\_ floor '\_\_\_\_\_’ Wing of the Real Estate Project (*hereinafter referred to as the "said Premises"*).

DD. 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.

EE. 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.

FF. The Promoter has the 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 of the Premises to receive the sale consideration in respect thereof.

GG. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Land, and the plans, designs and specifications prepared by the Promoter's Architects, Messrs **Irani Architects**, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following:-

(i) All approvals and sanctions issued by the competent authorities for the development of the Real Estate Project and the said Project including layout plans, building plans, floor plans, change of user permissions, IOD, C.C., Parking Plans, Traffic NOC, MOEF EC, MCZMA NOC etc. and such other documents as required under Section 11 of RERA .

(ii) All title documents by which the Promoter has acquired the right and entitlement to develop the Land as mentioned in the recitals.

(iii) Title Certificate dated 24<sup>th</sup> November 2016 issued by Hitesh Dabhi & Associates Advocates, Advocates & Solicitors ("Title Certificate"), certifying the right/entitlement of the Promoter, a copy whereof is annexed and marked as Annexure 'F' hereto; and

(iv) The authenticated copies of the Property Register Card for C.T.S. No. 193 i.e. the Land, which is annexed and marked as Annexure 'G' hereto.

HH. The authenticated copy of the plan of the Premises is annexed and marked as Annexure 'H' hereto.

II. 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 and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.

JJ. Further, (i) the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained / being obtained, and (ii) all approvals and sanctions from other relevant statutory authorities as may be required for the development of the Real Estate Project are applied for and/or in process of being obtained and/or obtained by the Promoter.

KK. 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.

LL. Prior to execution of this Agreement, the Allottee 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 satisfied with respect to, (i) the title of the Developer to develop the Real Estate Project and the said Project, and such title being clear and marketable; (ii) the approvals and permissions (including IOD/ IOA and CC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project and the said Project and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein. The Allottee undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the

Allottee has/have the financial capability to consummate the transaction.

MM. The carpet area of the said Premises as defined under the provisions of RERA, is \_\_\_\_\_ square meters.

NN. 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.

OO. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises, at or for the sale consideration price of INR \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) excluding of GST and Stamp Duty upon the terms and conditions mentioned in this Agreement (*hereinafter referred to as “the Sale Consideration”*). Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of INR \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), being part payment of the Sale Consideration of the Premises agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge).

PP. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

QQ. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the Premises.

RR. The list of Annexures attached to this Agreement are stated herein below,-

Annexure “A”	Copy of the plan identifying the Land
Annexure “B”	Copy of Sale Deed Dated 25/06/1986
Annexure “C”	Copy of Leas Deed Dated 25/06/1986
Annexure “D”	Copy of Deed Assignment
Annexure “E”	Copy of RERA Certificate
Annexure “F”	Copy of Title Certificate
Annexure “G”	Copy of PR Card
Annexure “H”	Floor Flat Layout plan

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND  
BEIWEEN 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 Tower known as '**SHREE SURYODAYA**' being 2 residential Wings 'A' Wing proposed to be comprised of 2 level basement plus 1 stilt plus 16 upper habitable floors and Wing 'B' proposed to be comprised of 2 level basement plus 1 stilt plus 16 upper habitable floors, in accordance with the plans, designs and specifications as referred hereinabove, and as approved/to be approved by the MHADA from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the **Forth Schedule** hereunder written.

**PROVIDED THAT** the Promoter shall have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the Premises of the Allottee, 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.

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

- (i) The Allottee hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee, the Premises Flat No. \_\_\_\_\_ of the residential type admeasuring \_\_\_\_\_ square meters carpet area as per RERA on the \_\_\_\_\_ floor in the said '\_\_\_\_' Wing 'i.e. the Premises with 1 stilt car parking space at ground level, as more particularly described in the **Second Schedule** and as shown in the floor plan annexed and marked **Annexure "L"** hereto, at and for the consideration of Rs.\_\_\_\_\_/- + Rs.\_\_\_\_\_/- GST + Rs.\_\_\_\_\_/- Stamp Duty.
- (ii) The Allottee has paid before execution of this Agreement, a sum of INR \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as advance payment and hereby agrees to pay to that Promoter the balance amount of Sale Consideration in the manner and payment installments more particularly mentioned in the **Third**

**Schedule** hereunder written.

- (iii) It is clarified that Sale Consideration shall be payable by the Allottee in the Bank Account No. 57500001388527 HDFC Bank Ltd. maintained with 1207-Marine Drive, Mittal Court Branch with IFSC Code HDFC0001207 ("the said Account").
- (iv) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the Premises and/or this Agreement). It is clarified that all taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Developer/Promoter shall not be liable to bear or pay the same or any part thereof.
- (v) The Sale Consideration is escalation-free,. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- (vi) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Building is complete and the Occupation Certificate is granted by MHADA, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Sale Consideration payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit of 3%, then, the Promoter shall refund the excess money paid by Allottee 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. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee towards Sale

Consideration, which shall be payable by the Allottee prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 3(viii), shall be made at the same rate per square meter as agreed in clause above.

- (vii) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- (viii) On a written demand being made by the Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 15 (Fifteen) days of the Promoter's said written demand, without any delay, demur or default.
- (ix) If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed herein below (which will not absolve Allottee of its responsibilities under this Agreement).
- (x) The Promoter shall be entitled to securities the Sale Price and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.
- (xi) The Allottee shall deduct tax at source ("TDS") from each instalment of the Sale Consideration as required under the Income Tax Act, 1961 and shall provide the Promoter with the challans/receipt evidencing deposit of such TDS with the Government, within 15 (fifteen) days of receipt of such challans/receipts.

4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MHADA at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee, obtain from the MHADA, the Occupation Certificate or Completion Certificate in respect of the said Premises.
5. Time is of the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Premises and handing over the Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the **Fifth Schedule** hereunder written.

Similarly, the Allottee shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

6. **FSI, TDR and development potentiality with respect to the said Tower/Wings on the Land:**

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed herein and as depicted in the layout plans, proformas and specifications at Annexures “L” hereto and Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

7. **Possession Date, Delays and Termination:**

- (i) The Promoter shall give possession of the Premises to the Allottee on or before **31/12/2024** (“**Possession Date**”). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the Premises on the Possession 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;
  - (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
  - (c) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;

(d) Any other circumstances that may be deemed reasonable by the Authority.

(ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee on the Possession Date (save and except for the reasons as stated herein, then the Allottee 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 Possession Date ("the Interest Rate"), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee; **OR**

(b) The Allottee 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 Termination Notice"). On the receipt of the Allottee 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 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 shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car park in the manner it deems fit and proper.

(iii) In case if the Allottee elects his remedy under sub-clause (ii) (a) above then in such a case the Allottee shall not subsequently be entitled to the remedy under sub-clause (ii) (b) above.

(iv) If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee 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.

(v) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned herein, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on due date of any amount due and payable by the Allottee 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 committing three defaults of payment of installments of the Sale Consideration, the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee ("Default Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the 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 ("Promoter Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit 5% percentage of the Sale Consideration ("Forfeiture Amount") as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall after deduction of the Forfeiture Amount refund the balance amount of the Sale Consideration to the Allottee. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or

dispose of the said Premises and/or car parks in the manner it deems fit and proper.

The common areas, facilities and amenities in the said Project that may be usable by the Allottee are listed in the **Forth Schedule** and **Fifth Schedule** hereunder written. The common areas, facilities and amenities in the said Project that may be usable by the Allottee are listed in the **Forth Schedule** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Fifth Schedule** hereunder written.

#### 8. **Procedure for taking possession:**

- (i) Upon obtainment of the Occupancy Certificate from the MCGM and upon payment by the Allottee of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing ("Possession Notice"). The Allottee agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project.
- (ii) The Allottee shall take possession of the said Premises within 15 days of the Possession Notice.
- (iii) Upon receiving the Possession Notice from the Promoter as mentioned above, the Allottee shall take possession of the said Premises from the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the Premises within the time provided above, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter.
- (iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and Land 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 and/or the Land. Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee shall pay to the Promoter provisional one time(for Utility)contribution of INR \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Conveyance is duly executed and registered. On execution of the Society Conveyance, the aforesaid deposits less any deductions as provided for in this Agreement shall be paid over by the Promoter to the Society.

9. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the said Building 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 shall be entitled to receive from the Promoter, compensation for such defect 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 willful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project.
10. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for purpose of residence.
11. The Allottee shall, before delivery of possession of the said Premises in accordance with Clause hereinabove deposit the following amounts with the Promoter,-
  - (i) Rs.500/- for share money, application entrance fee of the Society
  - (ii) On actual for proportionate share of taxes and other charges/levies in respect of the Society and Apex Body;

(iii) Rs.\_\_\_\_\_/- for deposit towards provisional monthly contribution towards outgoings of Society and Apex Body;

The above amounts are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter.

12. The Promoter has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Land. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee along with other purchasers of flats/units/premises in the Real Estate Project and/or on the Land, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the purchasers of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other wings which are to be developed and constructed on any portion of the Land.

13. **Loan and Mortgage:**

(i) The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.

(ii) All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment

of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

- (iii) The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and balance other amounts payable by the Allottee under this Agreement.
- (iv) In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law.

#### 14. **Representations and Warranties of the Promoter:**

The Promoter hereby represents and warrants to the Allottee 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, and subject to the RERA Certificate,-

- (i) The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Land and also has actual, physical and legal possession of the Land for the implementation of the said Project;
- (ii) 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;
- (iii) There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee;
- (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee;
- (v) 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;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) 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 Land and the said Premises, which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
- (ix) The Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the **Forth Schedule** hereunder written to the Society;
- (x) 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 the Society Conveyance and thereupon shall be proportionately borne by the Society;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed to the Allottee.

15. The Allottee, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:-

- (i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Tower/Wing in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.
- (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 Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (iii) To carry out at his 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 and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or 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 said Premises committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (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 Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and

condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society;

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Land and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Land and/or the Real Estate Project in which the said Premises is situated.
- (vii) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.
- (viii) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, installments of Sale Consideration, as required to be paid under this Agreement.
- (ix) Not to change the user of the said Premises without the prior written permission of the Promoter and Society;
- (x) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit fact or of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter which the promoter shall not refuse unreasonable.

(xi) The Allottee shall observe and perform all the rules and regulations which the Society and Apex Body 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 Tower/Wing and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Apex Body regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(xii) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof. Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project, the Promoter and their surveyors and agents with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof and undertake the necessary works.

(xiii) Not to affix any fixtures or grills on the exterior of the Real Estate Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If the Allottee has affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or if the Allottee has affixed a grill having a design other than the standard approved design, the Allottee shall be liable to pay a sum of Rs.25000/- (Rupees twenty five thousand only) to the Promoter / the Society, as the case may be.

(xiv) Not to install a window air-conditioner within or outside the said Premises. If the

Allottee affixes a window air conditioner or the outdoor condensing unit outside the said Premises, the Allottee shall be liable to pay a sum of Rs.50000/- (Rupees fifty Thousand only) to the Promoter / the Society, as the case may be.

- (xv) The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project.
- (xvi) Not to do either by himself/herself/itself/themselves or through any other person anything which may or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and/or the installations for providing facilities in the Real Estate Project including any electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate etc. or any common areas, facilities and amenities. If the Allottee or members of the Allottee family or any servant or guest of the Allottee commits default of this sub-clause then the Allottee shall immediately take remedial action and shall also become liable to pay a sum of Rs.10,000/- (Rupees Ten Thousand) to the Promoter / the Society, as the case may be, on each such occasion.
- (xvii) Expenses incurred for the same will be charged in the maintenance bill till the MCGM water connection is received. Expenses incurred for the same will be charged in the maintenance bill till the MCGM water connection is received.

16. The Allottee hereby represents and warrants to the Promoter as follows,-

- (i) He/she/it/they/is/are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein or enter into this Agreement and/or to undertake the obligations, covenants etc. contained herein;
- (ii) He/she/it/they/has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be; and

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, internal access roads and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society

Conveyance and the Apex Body Conveyance, as the case may be.

18. The Promoter at its discretion shall be entitled to amalgamated the said Plot described in the First Schedule hereunder written with the adjoining plots/land and to jointly carryout the scheme and in the said event from time to time changes/prepare the layout, change the location of the buildings and open spaces (if any) and internal roads (if any) and get them sanctioned from proper authorities and to do all such other acts as may be required by the Promoter or legal provisions applicable therefor. The Allottee has/have given the consent for the same and if required give such consent in future.

19. **Promoter shall not mortgage or create a charge:**

After the Promoter executes this Agreement, its hall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises.

20. **Binding Effect:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan at mentioned above, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. **Nominee:**

(i) The Allottee hereby nominates name \_\_\_\_\_ ("said Nominee") as his/her/their nominee in respect of the said Premises. On the death of the Allottee, the Nominee shall assume all the obligations of the Allottee 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 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 (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.

(ii) The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

**22. Entire Agreement:**

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

**23. Right to Amend:**

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

**24. Provisions of this Agreement applicable to Allottee/subsequent allottees:**

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

**25. Severability:**

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this 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 the RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**26. Method of calculation of proportionate share:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project.

**27. Further Assurances:**

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

**28. Waiver:**

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

**29. Place of Execution:**

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

30. The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.
31. All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of the Allottee: \_\_\_\_\_

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

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

Promoter Name : **HARIYANA DEVELOPERS**

404, Niranjan, 99, Marine Drive, Marine Lines, Mumbai – 400 002.

Notified Email ID: hariyana138@gmail.com

It shall be the duty of the Allottee 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, as the case may be.

**32. Joint Allotees:**

That in case there are Joint Allotees 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 Allotees.

**33. Stamp Duty and Registration Charges:**

The charges towards stamp duty fees and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises and the said Car Parking Space/shall be borne by the Developer/Promoter alone.

**34. Dispute Resolution:**

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

**35. Governing Law:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

**36. Permanent Account Numbers:**

Details of the Permanent Account Numbers of the Promoter and Allottee are set out below,-

<b>PARTY</b>	<b>PAN</b>
<b>HARIYANA DEVELOPRES</b>	<b>AAIFH6752L</b>

**37. Construction of this Agreement:**

- (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;

- (ii) Any reference to the singular shall include the plural and vice-versa;
- (iii) Any references to the masculine, the feminine and/or the neuter shall include each other;
- (iv) The Schedules and Annexes 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;
- (v) 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;
- (vi) 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;
- (vii) References to a person (or to a word importing a person) shall be construed so as to include:
  - (a) An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and
  - (b) That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at Mumbai (city/town name) in the presence of attesting witness, signing as such on the day first above written.

**[Schedules and Annexures are to be modified]**

SIGNED AND DELIVERED BY THE WITHINNAMED

Promoter

**M/S HARIYANA DEVELOPERS**

(Through its Authorized Signatory)

Mr. SHAILESH HINGARH

WITNESSES:

1. Name \_\_\_\_\_
2. Name \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHINNAMED

Allottee: (including joint buyers)

1. \_\_\_\_\_

2. \_\_\_\_\_

In the presence of WITNESSES:

1. Name \_\_\_\_\_
2. Name \_\_\_\_\_

Note – Execution clauses to be finalized in individual cases having regard to the constitution of the parties to the Agreement.

## **THE FIRST SCHEDULE REFERRED TO HEREINABOVE**

(Description of the said Property)

ALL THAT PIECES AND PARCEL OF land admeasuring 696.99 square meters being at Survey No. 236-A and C T. S. No. 193 Part, Village Ghatkopar, situate at Pant Nagar, Ghatkopar (East), Mumbai – 400 075 along with the structure bearing Building No. 138, having built up area of 7502.62 square feet, i.e. 696.99 square meters and plinth area of 217.75 square feet and consisting of ground plus three upper floors consisting of 32 tenements (the structures) situate lying and being at

Pant Nagar, Ghatkopar (East), Mumbai – 400 075, meters within the Registration District and sub-district of Mumbai City and Mumbai Suburban, and bounded as follows:

On or towards the East : By Building No. 316  
 On or towards the West : By Building No. 137  
 On or towards the North : By school plot  
 On or towards the South : By 40` road.

### Schedule – 2 Description of the said Flat

Premises being Flat No. \_\_\_\_\_ of the residential type admeasuring \_\_\_\_\_ square meters carpet area as per RERA on the \_\_\_\_\_ Floor in the said '\_\_\_' wing in the said Real Estate Project with 1 stilt car parking space at ground level situated on land bearing Survey No. 236-A and C.T.S. No.193 Part, Village Ghatkopar, situate at Pant Nagar, Ghatkopar (East), Mumbai – 400 075 in the Registration District and Sub-district of Mumbai City and Mumbai Suburban and bounded as follows:-

### Schedule - 3 Payment Breakup Installments

SR. No.	Particulars	Percentage Due
1	Towards Booking Amount	10.00%
2	Registration of Agreement	20.00%
3	On Commencement of Stilt	5.00%
4	On Commencement of 1st Slab	2.50%
5	On Commencement of 2nd Slab	2.50%
6	On Commencement of 3rd Slab	2.00%
7	On Commencement of 4th Slab	2.00%
8	On Commencement of 5th Slab	2.00%
9	On Commencement of 6th Slab	2.00%
10	On Commencement of 7th Slab	2.00%
11	On Commencement of 8th Slab	2.00%
12	On Commencement of 9th Slab	2.00%
13	On Commencement of 10th Slab	2.00%
14	On Commencement of 11th Slab	2.00%
15	On Commencement of 12th Slab	2.00%
16	On Commencement of 13th Slab	2.00%
17	On Commencement of 14th Slab	2.00%
18	On Commencement of 15th Slab	2.00%
19	On Commencement of 16th Slab	2.00%
20	On Commencement of 17th Slab	2.00%
21	On Commencement of Brickwork of the flat	5.00%
22	On Commencement of Internal Plaster of the flat	5.00%
23	On Commencement of External Plaster	5.00%
24	On Commencement of Flooring of the flat	5.00%
25	On Commencement of Sanitary Fitting of the flat	2.50%
26	Commencement certificate of Lift	2.50%
27	On possession of the flat	5.00%
	<b>Total Payment</b>	<b>100.0%</b>

## **Schedule 4 – Common Amenities**

- open spaces,
- parking spaces,
- lobbies,
- Lifts and staircases,
- terraces,
- recreation spaces,
- internal access roads and
- Under ground Water tanks
- Substation
- Sewerage system
- Entry and exit

## **Schedule – 5 List of Amenities**

- Internal Plaster of POP/Gypsum plaster, which can resist water and is superior internal finishing material.
- External finish, textured paints having water-proof qualities for long durability.
- Foundation and the building treated with Anti-Termite & Anti Rodent treatments.
- Firefighting system as per the MCGM rules.
- High-speed modern Elevators.
- Modern elevation.
- Designed Entrance Lobby.
- Vitrified Flooring in entire flat.
- Kitchen shall have Granite platform with stainless steel Sink and Dado tiles
- Marble / Granite frames for the external windows.
- Door Frames will be of teakwood.
- Fittings, hinges and handles will be of heavy duty Brass / SS
- Concealed copper wiring.
- Adequate electric power supply and points in all the rooms.
- Bathrooms shall have the following:
  - Designer tiles in all the bathrooms.
  - Non-slippery high flooring for each Bathroom.