

**AGREEMENT FOR SALE**

Agreement for Sale made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_, in the year  
Two Thousand and Twenty Three ("**Agreement**");

**BETWEEN**

**DRUSHTI REALTORS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office address at G-1, Terminal 9, besides Vile Parle Police Station, Nehru Road, Vile Parle (East), Mumbai – 400057, 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 successors and assigns) of the **FIRST PART**;

**AND**

\_\_\_\_\_ aged \_\_\_\_\_ years, Indian Inhabitants residing 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 case of Individual, his/her/their/ respective heirs, executors, administrators and permitted assigns, in case of a Company, its successors and assigns, in case of a Partnership Firm or a Limited Liability Partnership, the partners for the time being thereof, the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the survivor and/or their successors and assigns, in case of Hindu Undivided Family (HUF), the Karta and all coparceners, members of the HUF from time to time, their respective heirs, legal representatives, executors, administrators and permitted assigns, in case of a Public Charitable Trust, all trustees constituting the Trust and the heirs, executors and administrators of the surviving trustee and permitted assigns, in case of a Private Trust/ Settlement, all trustees constituting the Trust, beneficiaries and the heirs, executors and administrators of the surviving trustee or beneficiary and permitted assigns) of the **OTHER PART**;

**WHEREAS**

- A. The Maharashtra Housing and Area Development Authority (hereinafter referred to as “**MHADA**”) was *inter alia* seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring approximately 2745.37 square meters together with the tit bit area admeasuring approximately 58.45 square meters totally admeasuring approximately 2803.82 square meters or thereabout (hereinafter referred to as the “**Land**”) bearing Survey No. 236/A corresponding to City Survey No.192/1 (part) of Village Ghatkopar, being part of MHADA land at Pant Nagar, Ghatkopar Village, Taluka Kurla, District Mumbai Suburban, within the registration district of Mumbai Suburban and more particularly described in the **FIRST SCHEDULE** hereunder written, together with the building known as Building No.185 (“**the Existing Building**”) comprising of 171 tenements/occupants (“**the Existing Tenements**”) standing thereon (the Land together with the Existing Building standing thereon is hereinafter referred to as the “**Project land**”)
- B. The Existing Tenements in the Existing Building were allotted to various allottee/s. The allottee/s of the Existing Tenements, subsequently, with the consent of MHADA formed a co-operative housing society in the name of ‘Pantnagar Trishul Co-operative Housing Society Limited’ and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM (WN) HSG (OH) / 2442 / 86-87 dated 29<sup>th</sup> December 1986

and having its registered office at Building No.185, Pant Nagar, Ghatkopar (E), Mumbai 400 075 ("**the Society**") and became members thereof. At present, there are 171 (One Hundred and Seventy One) members of the Society ("**Existing Members**");

- C. Since the time of allotment, some of the erstwhile allottee/s have transferred their respective rights to their respective transferees for consideration;
- D. Since the Existing Building required substantial and material repairs, the Society and the Existing Members decided that in the interest of the Existing Members, the Project Land shall be re-developed;
- E. By and under a Development Agreement dated 24<sup>th</sup> December, 2009 executed by and between the Society i.e. Pantnagar Trishul Co-operative Housing Society Limited, therein referred to as the Society of the One Part and the Promoter i.e. Drushti Realtors Private Limited, therein referred to as the Developer of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-13/5553 of 2010 ("**Development Agreement**"), the Society, irrevocably and unconditionally, granted development rights in respect of the Project Land to the Promoter at or for the consideration and on the terms and conditions more particularly contained therein;
- F. By and under a Power of Attorney dated 9<sup>th</sup> June, 2010 and registered with office of the Sub-Registrar of Assurances under Serial No.BDR-13/5554 of 2010 ("**POA**"), the Society nominated, constituted and appointed Director of the Promoter company to do all acts, deeds and things, more particularly contained therein, in respect of the redevelopment of the Project Land;
- G. By and under a Supplementary Development Agreement dated 9<sup>th</sup> June, 2010 executed by and between the Society, therein referred to as the Society of the One Part and the Promoter, therein referred to as the Developer of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No.BDR-13/5555 of 2010 ("**Supplementary Development Agreement**"), certain terms of the Development Agreement came to be revised;

- H. Thereafter, certain disputes and differences arose between the Promoter and the Society, and the Promoter filed an Arbitration Petition bearing Arbitration Petition (L) No. 179 of 2015 before Hon'ble High Court of Bombay ("**Dispute**"). By an Order dated 11<sup>th</sup> March, 2015 passed in the Dispute, the Hon'ble High Court Bombay, referred the Dispute to the Sole Arbitrator Mr. Farhan Dubash;
- I. By and under Indenture of Lease dated 28<sup>th</sup> November, 2016 executed by and between MHADA, therein referred as the 'Authority' of the One Part and the Society, therein referred as 'Society' of the other Part, registered with the Office of the Sub-Registrar of Assurances under serial no. KRL-5/12341 of 2016 ("**Indenture of Lease**"), MHADA demised/granted a lease of a portion of land admeasuring 2745.37 square meters (hereinafter referred to as the "**Leasehold Land**", for a period of 60 (sixty) years commencing from 1<sup>st</sup> July, 1980 and renewable by every 30 (thirty) years, for the lease rent and on the terms and conditions more particularly contained therein;
- J. By and under a Deed of Sale dated 28<sup>th</sup> November, 2016 executed by and between MHADA, therein referred as 'Authority' of the One Part and the Society, therein referred as 'Society' of the Other Part and registered with the office of the Sub-Registrar of Assurances under serial no. KRL-5/12342 of 2016, MHADA conveyed, granted and assured unto the Society by way of sale the Building standing on part of the Land consisting of 171 tenements (55 shops + 116 Residential) standing on the Leasehold Land at or for the consideration upon the terms and conditions more particularly contained therein;
- K. Thereafter, the Promoter and the Society amicably resolved and settled their disputes and differences and filed consent terms dated 25<sup>th</sup> February, 2019 ("**Consent Terms**") in the arbitration proceedings pending before the Sole Arbitrator Mr. Farhan Dubash. Pursuant to the Consent Terms, the Sole Arbitrator passed a Final Award dated 25<sup>th</sup> February, 2019 ("**Award**") in terms of the Consent Terms;
- L. Under the Consent Terms, the Promoter and the Society agreed to modify / revise certain terms of the Development Agreement read with the Supplementary Development Agreement. The Development Agreement read with the Supplementary Development Agreement, POA and the Consent Terms are hereinafter collectively referred to as the "**Development Documents**";

- M. By and under the Offer Letter dated 15<sup>th</sup> June, 2019 bearing Ref. No. CO/MB/REE/NOC/F-1075/878/2019 read with Revised Offer Letter dated 19<sup>th</sup> November, 2019 bearing Ref. No. CO/MB/REE/NOC/F-1075/1605/202019 read with No-objection dated 23<sup>rd</sup> January, 2020 bearing Ref. No. CO/MB/REE/NOC/F-1075/153/2020 read with Offer Letter dated 13<sup>th</sup> August, 2021 bearing Ref. No. CO/MB/REE/NOC/F-1075/1843/2021 issued by the Mumbai Housing and Area Development Board ("**MHADB**") for the redevelopment of the Existing Building standing therein, MHADB has allowed and sanctioned the development of the Leasehold Land plus tit bit area ("**Tit Bit Land**") admeasuring 58.45 square meters, under Regulation 33(5) of the Development Control and Promotion Regulations - 2034 for Greater Mumbai, 2034 ("**DCPR**") on the terms and conditions therein mentioned;
- N. Prior to the completion of the Project (defined hereinafter), the Society shall approach MHADA and get the lease of the Tit Bit Land in favor of the Society by executing a lease deed.
- O. The Promoter are thus, well and sufficiently entitled to undertake the construction and re-development of the Project Land as per the Development Documents under Regulation 33(5) of the DCPR;
- P. The redevelopment of the Project Land as evolved by the Promoter and contemplated by the Development Agreement inter alia involves (i). Demolition of Existing Building, (ii). Development and construction of the project known as "Drushti Sapphire" over a period of time, (iii). Development and construction of the member's Apartments and the member's /society's parking spaces together for the benefit of society and members, by utilization of society's retained area, (iv). Development and construction of Promoter's Apartments and the promoter's parking space by utilization of promoters' areas, and (v). Allotment and sales, by the promoter of the promoters' apartments and promoters parking spaces as members.
- Q. The Promoter propose to construct a composite building to be known as "**Drushti Sapphire**" comprising of 4 Wings Viz: A, B, C & D Wings and each wing having 3 (three) level basements, ground floor commercial and 17 upper floors (hereinafter referred to as the "**New Buildings**") on the Project Land by demolishing the Existing Building. The Existing Building standing on the Land has already been demolished by the Promoter. The Promoter has registered the

construction and development of the New Buildings as a real estate project (hereinafter referred to as the “**Project**”) with the Real Estate Regulatory Authority (hereinafter referred to as the “**Authority**”) under the provisions of Section 5 of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the “**RERA Act**”) read with the rules framed there under including but not limited to 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 (hereinafter collectively referred to as the “**RERA Rules**”);

- R. The Project is having RERA registration No. **P51800032434** and the Authority has duly issued RERA Registration Certificate (“**RERA Certificate**”) in respect of the Project. Hereto annexed and marked as **Annexure “A”** is the RERA Registration Certificate issued by the Authority in respect of the Project;
- S. The Allottee/s has, prior to the date hereof, examined a copy of the RERA Certificate. The Allottee/s has agreed and consented to the development of the Project. The Allottee/s has also examined all documents Viz; NOC, approval, Title Report, title documents and all other documents and information uploaded by the Promoter on the website of the Authority as required by RERA Act and RERA Rules and has understood the documents and information and contents in all respects;
- T. The Promoter has entered into a prescribed agreement with the Architect, registered with the Council of Architects and also appointed Structural Engineer for preparing structural designs and drawings and specifications of the New Buildings to be constructed on the Project Land and the Allottee/s accept/s the professional supervision of the Architect and Structural Engineer appointed by the Promoter till the completion of the New Buildings unless otherwise changed by the Promoter.
- U. MHADA has sanctioned plans for construction of the New Buildings and has issued Intimation of Disapproval bearing No. MH/EE/(B.P)/GM(MHADA-1/511/2020) dated 31<sup>st</sup> August, 2020 (“**IOD**”) and Commencement Certificate bearing No. MH/EE/(B.P)/GM(MHADA-1/511/2021 dated 13<sup>th</sup> July, 2021 (“**CC**”), to the Promoter for the implementation and construction of the Project. A copy of the IOD is annexed hereto and marked as **Annexure “B”** and CC is annexed hereto and marked as **Annexure “C”** respectively.



- V. The Promoter have accordingly commenced construction of the Project in accordance with the sanctioned plans, approvals and permissions granted by MHADA and other competent planning authorities.
- W. The details pertaining to the title/rights/entitlement of the Promoter to the Project are as detailed in the title certificate dated 06.12.2021 issued by VSK Associates (hereinafter referred to as the **"Title Certificate"**). A copy of the Title Certificate certifying the title of the Promoter to redevelop the Project Land is annexed hereto as **Annexure "D"**;
- X. The Allottee/s has/have demanded inspection from the Promoter and the Promoter, upon such demand being made by the Allottee/s, have given inspection to the Allottee/s of all documents of title relating *inter-alia* to the Project Land / Project including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Promoter's Architects for the Project, the Title Certificate, revenue records and all other documents as specified under the Act and RERA Rules.
- Y. While sanctioning the plans, granting approvals and permissions as referred hereinabove, MHADA and other competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project and upon due observance and performance of which only, the Occupation Certificate or Building Completion Certificate (as may be applicable) in respect of the New Buildings shall be granted by MHADA and other competent authorities;
- Z. The Allottee/s has been explained by the Promoter and the Allottee/s understands that the Promoter may for the planning constraints or on account of any restrictions or if any future FSI or for any other reason as may be deemed fit and proper in their sole discretion, construct a building/ Flats/Floors, more/less than the mentioned in this Agreement and the Allottee/s explicitly and irrevocably agrees and consents for the same. On account of the above, there may be changes / amendments in location, area, height, count (of refuge floors/apartments, water tanks, staircases, width of staircases, lifts, basements, car parking tower, fire check floor, etc.), and the Allottee/s agrees and provides his/her irrevocable consent for the same. The Allottee/s is aware and satisfied that height of the flat is as per sanctioned drawings by the concerned competent Authority. The Allottees are aware that the height and elevation of the building

may be as per final approved plans.

AA. The Promoter shall construct the New Buildings to be known as “Drushti Sapphire” comprising of 4 Wings Viz; A, B,C and D wings and each wing having 3 (three) level basements, ground floor commercial and 17 upper floors, in accordance with the plans, specifications, designs and elevations as maybe approved by the MHADA / other competent planning authorities from time to time. The Project shall have the common areas, facilities and amenities that may be usable by the Allottee/s and are listed in **Annexure “E”** annexed hereto (hereinafter referred to as “**Common Areas & Amenities**”).

BB. The Allottee/s has/have also independently investigated and are fully satisfied with the title of the Promoter to re-develop the Project Land. The Allottee/s being fully satisfied in respect of title of the Promoter to re-develop the Project Land has/have approached the Promoter and requested the Promoter to sell to them a residential flat being Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters carpet area (excluding area of balcony/ies) on the \_\_\_\_\_ floor in Wing “\_\_\_\_” of the New Building (hereinafter referred to as “**the Apartment**”) and more particularly described in the **SECOND SCHEDULE** hereunder written, shown in red color boundary lines on the plan annexed hereto and marked as **Annexure “F”**. to be constructed / being constructed on the Project Land, at and for the lump sum consideration of **Rs. \_\_\_\_\_/-** (Rupees \_\_\_\_\_ Only) (hereinafter referred to as “**Purchase Price**”) excluding GST charges payable by the Allottee/s to the Promoter in the manner detailed in the payment schedule marked as **Annexure “G”** and on the terms and conditions hereinafter appearing.

Along with the Apartment, at the request of the Allottee/s, the Promoter has not allotted any car parking space/s . The Apartment and the Parking Space/s if allotted are hereinafter collectively referred to as the “**Premises**”.

CC. The Promoter have the absolute and unhindered right to sell the Apartment in the New Buildings being constructed by the Promoter, to enter into this Agreement with the Allottee/s in respect of the Apartment and to receive the Purchase Price, in respect thereof;

DD. Under section 13 of the RERA, the Promoters are required to execute a written Agreement for Sale in respect of the Apartment with the Allottee/s i.e. this Agreement and is also required to register this Agreement under the provisions



Indian Registration Act, 1908.

- EE. 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.
- FF. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agree to sell and the Allottee/s hereby agree/s to purchase and acquire, the Apartment.

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

1. **INTERPRETATION**

- 1.1 The recitals contained above, schedules written hereunder and annexures hereto shall form an integral and operative part of this agreement as if the same were set out and incorporated herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of the Act.

2. **ALLOTMENT & SALE**

- 2.1 Subject to and upon the terms, conditions and provisions hereof, including payment by the Allottee/s of the Purchase Price, all amounts, charges, deposits, interest, damages, liabilities, contributions including fund contributions and corpus, etc., paid by the Allottee/s herein and in relation to, and/or in pursuance of, the agreement for allotment and sale herein, the Promoter hereby agrees to allot and sell to the Allottee/s, and the Allottee/s hereby agree/s to purchase and acquire from the Promoter, Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters carpet area (excluding area of balcony/ies) on the \_\_\_\_\_ floor in Wing "\_\_\_\_" of the New Building known as "DRUSHTI SAPPHIRE" (hereinafter referred to as "**the Apartment**") and more particularly described in the **SECOND SCHEDULE** hereunder written, shown in red color boundary lines on the plan annexed hereto and marked as **Annexure "F"**, on what is commonly known as "ownership basis" in terms of RERA and MOFA (as applicable), the Apartment, together with the use, as an amenity attached to the Apartment, the Car-Parking Space/s if allotted.

## 2.2 Car-parking Space/s:

2.2.1 The Promoter confirms that the promoter has not allotted any car parking space along with the apartment.

2.2.2 The Allottee/s acknowledge/s and understand/s that the Car-parking Space/s, if allotted, will be provided in the New Buildings shall be in the form of stack or tandem parking or puzzle parking or pit parking or any other form of parking and which shall be designed to minimize the area and/or volume required for parking cars. Each tandem/ stack car parking space shall contain 2 (two) or more car park spaces to be shared by 2(two) or more Apartment Allottees/ occupants (hereinafter referred to as the “**Mechanical Parking**”). The Allottee/s is aware that such Mechanical Parking involves or may involve operation of one or more machine/s for parking and removing cars and the same could be time-consuming and the Allottee/s acknowledge/s that the Allottee/s has no objection to the same. The Allottee/s is aware that the Mechanical Parking may also require a valet system by appointment of qualified drivers and parking operators, for ease of parking and removing of vehicles from the parking slots.

2.2.3 The Allottee/s hereby confirm/s that the Allottee/s has/have no objection to the aforesaid and that the Allottee/s shall not park his/her/their car/s at any other place other than specifically designated for the parking of the vehicles, if allotted of the Allottee/s. The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall bear the costs and expenses of the maintenance of the Mechanical Parking and also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking. The Allottee/s shall not refuse to bear such costs and/or expenses on the ground of non-utilization of the Mechanical Parking or valet parking facility or on any other ground whatsoever and howsoever arising.

2.2.4 The Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the Car-parking Space/s, by the Promoter and/or the Society. The Allottee/s hereby agree/s and undertake/s to pay all outgoings in respect of the Parking Space/s as may be levied by the Promoter and/or the Society.

2.2.5 The Allottee/s hereby agree/s and confirm/s that the Car-parking Space/s shall be used for parking of personal light motor vehicles of the Allottee/s only and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the Car-parking Space/s;

2.2.6 The Allottee/s herein agree/s and confirm/s that they shall not raise any objection to the designations/selections/allocations of parking spaces if allotted done/to be done by the Promoter for other allottee/s and accepts the designation of the Car-parking Space/s if allotted to the Allottee/s herein.

2.2.7 It is hereby expressly agreed by the Allottee/s that the Promoters alone shall be entitled to allot the car parking spaces/garages, in the basement proposed to be constructed on the Project Land. The allottee/s of apartments shall not be entitled to object to such exclusive allotment by the Promoters.

2.2.8 The Allottees if allotted any car parking space unconditionally agree that one key of the vehicle of the Allottee shall be kept with security/stack car parking driver so as to facilitate smooth functioning of car parking system.

2.3 Apartment Amenities and Common Areas & Amenities:

2.3.1 The Promoter shall install and/or provide the amenities, specifications, fixtures and fittings in the Apartment, as listed in the Statement annexed hereto at **Annexure 'H'** (hereinafter referred to as the "**Apartment Amenities**"). The Allottee/s hereby agree/s, declare/s and confirm/s that save and except the Apartment Amenities, the Promoter shall not be liable, required and/or obligated to provide any other fixtures or fittings in the Apartment.

2.3.2 The nature, extent and description of the Limited Common Areas & Amenities comprised in the Project are set forth in the Statement annexed hereto at **Annexure 'E'** and shall be used and enjoyed by the allottees, purchasers and occupants from time to time of Premises in the Project.

2.3.3 The Allottee/s has/have been informed and is/are aware that the warranties of equipment, appliances and electronic items installed in the Apartment and the Project by the Promoter is as per the standard warranties provided by the manufacturer only and

accordingly any defect in such equipment, appliances and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system /equipment installer/ manufacturer only (with the Promoter having no liability or obligation for the same) and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/non comprehensive annual maintenance contracts shall be obtained by the Allottee/s. The equipment, appliances and electronic items installed and provided in respect of and forming a part of the Apartment Amenities and Common Areas & Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, appliances and electronic items are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void. The Promoter shall never be held liable or responsible in respect thereof.

2.3.4 In the event the Allottee/s is desirous of availing any of the optional fittings/furniture/fixtures/equipment in respect of the Apartment then the Allottee/s agree(s) and confirm(s) that the same shall be made available at his/her/their/its cost and expense as may be informed by the Promoter. The Allottee/s further agree(s) to promptly bear and pay the necessary costs, charges and expenses in this regard, together with all taxes including GST, Service Tax, VAT and all other indirect taxes thereon.

2.3.5 The Common Areas & Amenities and any other areas as may be designated by the Promoter including common open areas, common landscapes and driveways etc. in/on the Project shall be

an integral part of the layout of the development of the Project and neither the Allottee/s nor any person or entity on the Allottee/s's behalf shall, at any time claim any exclusive rights with respect to the same.

2.3.6 The Allottee/s undertake(s) to not raise any objection to or interfere with the use of the aforesaid areas by the aforesaid persons, notwithstanding that there may be any perceived or actual risks,

nuisance, annoyance or inconvenience that could arise by virtue of such common use, access and entry.

- 2.3.7 It is further clarified that certain facilities shall have usage charges in addition to the said membership fees and the same shall be paid by the Allottee/s as and when demanded by the Promoter along with applicable taxes thereon.

### 3. PURCHASE, PRICE

3.1 The Allottee/s agree/s and undertake/s to pay to the Promoter, the agreed entire Purchase Price of **Rs. \_\_\_\_\_/-** (Rupees \_\_\_\_\_ Only) as per break up shown in Annexure 'G' hereto in instalments, strictly in accordance with the schedule of payment, and in terms of and subject to the terms and provisions of this Clause 3, or within seven (7) Days from the date of a written demand being made by the Promoter, as directed by it.

3.2 The Allottee/s further confirm/s that Allottee/s has willingly paid **Rs. \_\_\_\_\_/-** (Rupees \_\_\_\_\_ Only) towards the earnest money/deposit (hereinafter referred to as the "**Booking Amount**") of this Agreement and other instalments of the Purchase Price shall be paid to the Promoter as more particularly stated in the Annexure 'G' to the Promoter on or prior to the execution of this Agreement.

3.3 All payments shall be made by cheques, and/or pay orders, and/or demand drafts, drawn in favour of "**Drushti Realtors Pvt. Ltd.**", or if directed by the Promoter in its discretion, by direct bank transfer/RTGS deposited by the Allottee/s in the Promoter's Bank Account, along with the applicable Taxes (defined hereinafter) subject to deduction of applicable Tax Deducted at Source (hereinafter referred to as the "**TDS**"). As per the Income Tax Act, 1961, TDS is presently 1% (one per cent) of all amounts to be paid to the "*transferor*", that is, in the present case, to the Promoter (in

installments or otherwise), which TDS shall be deducted by the Allottee/s at the time of making payments and remitted in government account in accordance with the provisions of Income Tax Act, 1961. The Allottee/s agree/s and undertake/s to deliver to the Promoter original TDS Certificate in the prescribed Form 16B for the same within the statutory period. In the event of any error committed while deducting TDS or in E-filing, the same shall be rectified by the Allottee/financial institution within a period of 30 (thirty) days from the said error being brought to the Allottee/financial

institution's notice. The credit for the TDS amount deposited by the Allottee/financial institution will be given to the Allottee only upon receipt of the original TDS Certificate and the amount mentioned therein matches with the amount appearing in the Income Tax Department website. In the event of Allottee(s) failing to produce the Original TDS Certificates for all the payments made by the Allottee/s, at the time of handing over of the said Premises, the Allottee/s will be required to deposit with the Promoter such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoter to the Allottee/s upon handing over of the relevant TDS Certificate within one month of the handover of the Apartment to the Allottee/s. In case the Allottee/s fails to handover the relevant TDS Certificate within the stipulated period of one month, the promoter shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Allottee/s.

3.4 It is agreed that the Allottee/s shall be entitled to avail loan from a Bank and/or financial institution and the said Loan to such bank and/or financial institution only with the prior written consent of the Promoters. The Promoters will grant their no objection, whereby the Promoters will express its no objection to the Allottee/s availing of such loan from the bank and/or financial institution and mortgaging the said Apartment with such bank and/or financial institution. The Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Purchase Price due and payable to the Promoter through an account payee cheque / demand draft / pay order payable at Mumbai /wire transfer / any other instrument drawn in favour of "**Drushti Realtors Pvt. Ltd**" maintained with RBL Bank, Vile Parle (E) Branch with IFS Code RATN0000068. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the Purchase Price for the Apartment and shall be construed as a breach on the part of the Allottee/s, in which event without prejudice to the right of the Promoter to charge interest at the Interest Rate on the amounts due, the Promoter shall be entitled to terminate this Agreement and forfeit 10% of the Purchase Price along with brokerage charges (if any) as reasonable, pre-estimated, genuine and agreed liquidated damages and return balance (if any) to the Allottee/s within 30 (thirty) days from the date of such termination of the Agreement.



3.5 The Promoter shall confirm the final carpet area of the Apartment that has been agreed to be sold / allotted to the Allottee/s only after construction of the New Buildings is completed and occupation certificate in respect thereof is granted by MHADA, by furnishing details of the changes (if any) in the carpet area of the Apartment, subject to a variation cap of 3%. The Purchase Price payable for the purchase of the Apartment, on the basis of the carpet area of the Apartment, shall be recalculated based on the confirmation of the carpet area of the Apartment by the Promoter. If there is any reduction in carpet area of the Apartment, then the Promoter shall refund the excess money paid by the Allottee/s within 45 (forty five) days together with the interest on the excess amount. The interest payable by the Promoter shall be the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (SBILR lending rate +2%) thereon (hereinafter referred to as "**Interest Rate**"). In the event of increase in carpet area of the Apartment, the Allottee/s shall make the payment of such excess area in the immediate next installment of the Purchase Price. 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 same rate per square meter of carpet area as agreed in Clause 3.1 hereinabove.

3.6 Save and except the escalation of the Purchase Price as mentioned in Clause 3.5 hereinabove, the Purchase Price shall be escalation free other than escalation/increases, (i). on account of development charges payable to the government 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, (ii) on account of escalation/increase in construction/development /project costs pursuant to change/amendment in statute or laws, rules, regulations, policies or enactment of new legislation or new laws, government notification, adverse court orders, change or increase in the premium, cess, levies. The Promoter undertake and agree 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 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.

3.7 The Allottee/s shall pay all the amounts payable under this Agreement on the due dates without fail and without any delay or default, time for payment of each of the aforesaid instalments time being of the essence of the contract. The Promoter will forward to the Allottee/s intimation of the Promoter having carried out the aforesaid work at the address recorded in this Agreement and the Allottee/s will be bound to pay the amount of installment within 15 (Fifteen ) Days of the Promoter dispatching such intimation under Certificate of Posting or by Courier. The Allottee/s hereby agree/s, confirm/s and undertake/s that an intimation forwarded by the Promoter, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed. However, it is agreed that non receipt of such intimation requiring such payment shall not be a plea or an excuse by the Allottee/s for non-payment of any amount or amounts payable hereunder.

3.8 The Promoter shall be entitled to securitize the Purchase Price and other amounts payable by the Allottee/s 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 Purchase Price and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Purchase Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

3.9 As part of the transaction contemplated herein, the Allottee/s shall, simultaneously with Promoter offering possession of the Apartment, pay to / deposit with the Promoter, inter alia, the amounts over and above the Purchase Price and all other amounts payable by the Allottee/s under this Agreement or otherwise in a manner as discussed with you. (hereinafter referred to as the “**Other Charges & Deposits**”).

3.9.1 The Other Charges & Deposits are not refundable and the Promoter shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned hereinabove. It is hereby clarified that the Other Charges & Deposits do not include the dues for electricity, gas and other bills for the Premises and the

Allottee/s shall be liable to pay electricity, gas and other bills for the individual meters separately.

3.9.2 It is clarified that the proportionate share of the property tax payable by the Allottees of the Apartments shall be calculated at the rate at which the municipal authorities calculate property tax payable.

3.9.3 Breach of any of the above terms and conditions pertaining to payment of Property Tax shall cause this Agreement, ipso facto, to come to an end and notwithstanding anything contained to the contrary herein and without prejudice to all other rights that the Promoter may have against the Allottee/s either under this Agreement or otherwise, the Promoter shall have the right to terminate this Agreement on the breach of any of the conditions contained in this clause.

3.10 The Promoter shall abide by the time schedule for completing the Project and handing the Apartment to the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter.

3.11 It is clarified that the Promoter shall maintain a separate account in respect of the sums received by the promoter from the Allottee/s as advance or deposit, sums received or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received. Purchase Price shall be payable by the Allottee/s in the Bank Account No. 404405406407 maintained with RBL Bank Ltd, Vile Parle (E) Branch with IFS Code RATN0000068 (hereinafter referred to as the "**Account**").

3.12 The Allottee/s is/are aware that in the event any cheque issued by the Allottee/s to the Promoter with respect to any amounts payable by the Allottee/s in connection with the Premises is dishonored/is returned unpaid for whatsoever reason, cheque return charges of Rs.5000/- (Rupees Five Thousand Only) and an amount equivalent to 1% of the cheque amount towards administrative expenses per event will be additionally payable by the Allottee/s by way of reasonable pre-estimate of damages in the nature of liquidated damages to the Promoter, and not penalty including tax, if any applicable on such charges.

#### 4. **DEVELOPMENT: THE PROMOTER'S RIGHTS & ENTITLEMENTS**

In addition to rights, entitlements, powers, authorities and discretions of the Promoter, and the information and disclosures referred to, contained and made elsewhere in this Agreement, the Promoter informed, and put the Allottee/s to notice, of the following matters and the Allottee/s agrees to and accepts the same, inter alia, on the basis of which the Promoter has entered into this Agreement:

##### 4.1 **Project:**

4.1.1 The development of the Land and/or the said Project shall be considered to be complete only on completion of the construction of the New Buildings. The full completion, as determined by the Promoter in its discretion, of the Project is and includes: (i) completion of the construction of the Wing A, Wing B, Wing C and Wing D, each wing having 3 (three) level basements, and Common Areas & Amenities, (ii) receipt of all sanctions and approvals contemplated by the Promoter in respect of the Project including the receipt of the occupation certificate/s in respect thereof, (hereinafter referred to as the "**Project Completion**").

4.1.2 With respect to the development potential contemplated to be utilized by the Promoter in the Project, if, either prior to Project Completion, or thereafter, any FSI, TDR, DR, or other development potential, of whatsoever nature or by whatever name called arises, and/or becomes available, and/or may be loaded or utilized upon, and/or in respect of the Project Land, which may, for better and beneficial planning, and/or for convenience at the Promoter's discretion, form a part of the Development Potential, and be utilized in any of the other projects to be developed, from time to time, as separate projects and/or as phases of separate projects, on various parts of Project Land as determined by the Promoter, of building/s and structure/s, including for residential, commercial, retail, and recreational, user/s (hereinafter referred to as the "**Other Projects**"), then in such case the Promoter shall be entitled to prepare, and have sanctioned, such plans in respect thereof, and obtain any approvals in respect thereof.

4.1.3 The Allottee/s confirm/s and acknowledge/s that all Other Projects/buildings and/or the plans, layout plans, approvals etc. in respect thereof, being implemented, or to be implemented in future

are not the subject matter of this Agreement and there shall be no right, entitlement, or interest of any allottee/s in respect thereof nor can raise any claims with respect to the same either as an allottee or as a member of the Society;

4.1.4 All purchaser/s and allottee/s, from time to time, of flats and premises in phases of the Project, shall be and be deemed to be on the same footing, and have and shall always have the same rights, interests and entitlements as all the other (including initial) allottee/s and purchasers of the flats and premises, planned from time to time in respect of phases of the Project, they shall be admitted as members of the Society and as a result thereof there may be a modification and variation to the undivided share appertaining to the Apartment in the Common Areas & Amenities. All purchaser/s and allottee/s shall be admitted as and made members thereof;

4.1.5 The Promoter may, for the purpose of clarity, and/or for maintaining correctness thereof, and/or to comply with Applicable Law (defined hereinafter), alter the terms and conditions of any agreements for allotment and sales, in respect of flats and premises in the New Buildings.

4.1.6 No persons or parties, including the Society in respect of the Project shall be involved in, or be entitled to interfere, obstruct or in any manner deal with any matters relating to the Other Projects and/or the Project and/or the Project Land and/or the utilization and/or the dealing with the development potential, or any part/s thereof.

4.1.7 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 Apartment, except, any alteration or addition required by Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosure already made to the Allottee/s. The Promoter may also make such minor additions and alterations, within the Apartment/ apartment without the written permission of allottee of premises in the Project or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an Authorized Architect or Engineer.

4.1.8 Provided further that the Promoter shall be entitled to make modifications, variations, additions or alterations, raise stories and put up additional structures/buildings as may be required by the Promoter and as may be permitted by the MCGM and any other Competent Authorities from time to time, by obtaining consent of concerned affected person/s in the said New Buildings/floor as the case may be. It is clarified that the consent of those Allottee/s who are not affected by the modifications, variations, additions or alterations proposed and/or carried out by the Promoter as aforesaid shall not be required. All new and additional premises/ display space/ garage/ common space/ premises/ tenement/ floor/ terrace extension/ buildings and structures shall absolutely and exclusively belong to the Promoters and neither the Allottee/s herein nor the other allottee/s shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, nor shall they claim any abatement or reduction in the Purchase Price or claim any compensation or damages from the Promoters due to the same, and the Promoters shall be entitled to deal with sell, let or otherwise dispose off and transfer the same in any manner, to any person/party of their choice, for such consideration, and on such terms and conditions as they may in their sole and absolute discretion deem fit and proper, and the Allottee/s shall not raise any dispute or objection thereto and the Allottee/s hereby grants his irrevocable consent to the same.

4.1.9 The Allottee/s hereby gives his/her/their irrevocable consent under the provisions of RERA and other applicable laws to such additional structure or structures being constructed under such alternations additions or modifications being carried out by the Promoters on the Project Land at any point of time.

4.1.10 Notwithstanding anything contained in the Development Documents and/or this Agreement, the Allottee/s has/have been informed by the Promoter and is/are aware that the Promoter intend to amend the approved plans of the New Buildings and the existing layout of the Said Project Land admeasuring 2803.72square metres. It is agreed between the Promoter and the Allottee/s, that the Promoter shall in accordance with the Applicable Law (defined hereinafter), be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification



of to the approved plan/s or as may be sanctioned by MHADA and for that purpose to amend the plans and submit revised proposals as permissible under the Applicable Law (defined hereinafter). The Allottee/s acknowledge/s and agree/s that the Promoter may at its sole discretion get any of the aforesaid plans sanctioned from MHADA and grants his/her/their/its irrevocable, express and informed consent for the same. The Allottee/s agree/s that all benefits arising from the Project Land shall belong to the Promoter and the proceeds thereof shall be appropriated by the Promoter as they deem fit and proper.

4.1.11 The Promoter shall, for betterment thereof and/or for quality control purposes and/or due to non-availability or short supply, any of the amenities and/or common areas and amenities and/or materials or items used, or comprised therein, may be altered, amended, or substituted, and/or materials or items of a similar nature materials or items may be provided herein.

#### **4.2 Adjoining Land:**

4.2.1 The Promoter may develop the lands adjacent to Project Land (hereinafter referred to as the “**Adjoining Land/Properties**”) in accordance with Rule 4(4) of the Real Estate (Regulation and Development) Act, 2016. The Promoter shall also be entitled to/required to club/ amalgamate the development of the Project Land (or part thereof) with the adjoining Properties, whether as a common integrated layout with the Project Land(or part thereof) or otherwise, in a phase wise manner subject to necessary approvals / sanctions from the concerned authorities. The total FSI and the Project Land shall accordingly be increased. For this purpose, the Promoter shall be entitled to/required to undertake the following as it may deem fit:

4.2.1.1 Amalgamate schemes of development, land parcels, lands, land composition and land mix;

4.2.1.2 Transfer/assign/appropriate the FSI/TDR from the Project Land onto the Adjoining Land/Properties and from the Adjoining Land/Properties onto the Project Land and undertake consequent construction, development, sale, marketing and alienation;

4.2.1.3 Provide common access and entry and exit points to and from the (or part thereof) and the Adjoining Properties, which may be used in common by the occupants of Apartments/premises constructed on the Project Land (or part thereof) and the Adjoining Properties.

4.3 **Allottee/s's Confirmations:**

The Allottee/s hereby confirm/s personally and as a prospective member/s of the Society, as follows, which are and shall always be the essence of this Agreement, that is:

4.3.1 all the matters, and the rights, powers, authorities, discretions, and entitlements of the Promoter, as recorded and contained in this Agreement including this Clause (4), and the Promoter's intent and desire in respect of the Project Land and the development thereof;

4.3.2 neither the Allottee/s, nor the Society formed in respect of the Project, have, or shall ever have, any right to make, or raise, any objection to the rights, powers, authorities, discretions and entitlements of the Promoter as contained in this Agreement including this Clause (4) and no consent or permission in that regard shall be required to be obtained or given by them;

4.3.3 the Allottee/s shall not object to, hinder, obstruct or interfere with the Promoter exercising its rights and powers herein or any grounds.

5 The Allottee/s have agreed to acquire the said Apartment after thorough enquiries and inspection of the Project. The Allottee/s have inspected the original Title Certificate dated 6<sup>TH</sup> December, 2021 issued by VSK Associates and is/are satisfied with the same. The Allottee/s hereby undertake/s not to raise any objection and/or requisitions to the right and title of the Society to the and/or the Project Land and/or the Project.

6 **POSSESSION: DEFECT RECTIFICATION AND CONSEQUENCES**

6.1 The Promoter shall endeavour to offer possession of the Apartment to the Allottee/s on or before **30<sup>th</sup>April, 2025** (hereinafter referred to as the "**Possession Date**"). Provided however, that the Promoter shall be entitled to reasonable extension of time for offering possession of the Apartment to the Allottee/s, if the completion of the Project is delayed on account of Force Majeure (defined hereinafter)

- 6.2 Upon receipt of the Occupation Certificate in respect of the Apartment and the Allottee/s making timely payment of the installments of the Purchase Price along with all the other amounts due and payable by the Allottee/s to the Promoter including but not limited to the Other Charges & Deposits, the Promoter shall offer possession of the Premises to the Allottee/s in writing (**"Possession Notice"**).
- 6.3 It is further clarified that in the event the Promoter obtains the Occupation Certificate in respect of the Project and offers the Allottee/s to take possession of the Apartment prior to the Possession Date (as defined herein below), then in such case the Allottee/s agrees that the Promoter shall be entitled to demand the outstanding installments of the Purchase Price and the Allottee/s agrees and undertakes to pay the same, without any delay and/or demur.
- 6.4 The Allottee/s shall take possession of the Apartment within 7 (seven) days of the Possession Notice, by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter. After the Allottee/s enters upon the Apartment, after the Possession Date, the Allottee/s shall have and/or be deemed to have taken full, complete and detailed inspection thereof and approved the same in all respects and it shall be deemed to have been completed in all respects in accordance with the terms and conditions of this Agreement, and consequently, the Promoter shall be discharged from its liabilities, responsibilities and obligations with regard to the same.
- 6.5 Notwithstanding anything to the contrary in this Agreement the Promoter shall always be entitled, in its discretion to complete any part/portion or floor of the Project and apply for and obtain part occupation certificate/s thereof, whereby, on the Possession Date, the Allottee/s shall be obliged, and undertake/s, to take possession of the Apartment for occupation on the basis of such occupation/part occupation certificate which relates to the Apartment. Thereafter, the Promoter shall, without any hindrance or objection by the Allottee/s, be entitled to carry out by itself or through its contractors or otherwise all remaining development and work in respect of the Project.
- 6.6 The Allottee/s also accept/s acknowledge/s that as on the Date of Offer of Possession, the construction works in the Apartment shall have been completed, but that there shall, or may, be project development and

construction works ongoing at such time, including in respect of the Common Areas & Amenities.

6.7 Irrespective of whether the Allottee/s take/s or fails to take possession of the Apartment within the time provided herein above, the Allottee/s shall continue to be liable to pay the property tax and maintenance and outgoings and all other charges payable hereunder with respect to the Apartment, as applicable and as shall be decided by the Promoter and all obligations of the Allottee/s effective from the Possession Date.

6.8 If the Promoter fails to abide by the time schedule for completing the Project and for offering possession of the Apartment to the Allottee/s on or before Possession Date, save and except on account of Force Majeure (defined hereinafter), then the Allottee/s shall be entitled to either of the following:

6.8.1 call upon the Promoter by giving a written notice ("**Interest Notice**"), to pay interest at the Interest Rate for every month of delay from the Possession Date, on the Purchase Price paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering possession of the Apartment by the Promoter to the Allottee/s; or

6.8.2 the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter ("**Termination Notice**"). On the receipt of the Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 45(-Forty Five) days from the date of receipt of the Termination Notice by the Promoter, the Allottee shall complete all formalities for cancellation including but not limited to registration of Cancellation Deed, returning all original documents & correspondences etc. The Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with interest at the Interest Rate. On Allottee/s issuing Termination Notice, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the Premises and the Promoter shall be entitled to deal with and/or dispose off the same in the manner it deems fit and proper.

6.9 In case if the Allottee/s elects his/her/their remedy under sub-clause 6.8 above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under sub-clause 6.8.2 above. The Allottee/s agrees that

the remedies mentioned in clause 6.8.1 read with clause 6.8.2 above constitute the Allottee/s' sole remedy in such circumstances and the Allottee/s foregoes any and all his/her/their rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.

- 6.10 The Allottee/s agrees and confirms that the Parking Space/s if allotted to them shall stand automatically cancelled in the event of cancellation, termination (including voluntary termination), surrender, relinquishment, resumption, re-possession etc. of the Premises.
- 6.11 Notwithstanding anything contained in this Agreement, the Promoter shall not incur any liability if they are unable to complete the New Buildings and to deliver possession of the Apartment by the Possession Date, owing to events of Force Majeure and act beyond reasonable control of the Promoter including, war, civil commotion, lockdown, pandemic, flood, drought, fire, cyclone, earthquake or any other calamity or act of God affecting the regular development of the Project, or if non- delivery of possession is as a result of any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority, delay in getting approvals not attributable to the Promoters, non-availability of steel, sand, cement, other building material, water or electric supply, strike, lock-out, bandh or other like cause, any stay order / injunction order issued by any Court of Law, competent authority, MHADA, MCGM and/or any other statutory authority, any other circumstances that may be deemed reasonable by the Authority, and any delay in procurement/grant of any permission, certificate, consent and/or sanction from MHADA, MCGM and/or any other concerned authorities (hereinafter referred to as "**Force Majeure**").
- 6.12 The Promoter shall endeavor to take all such steps and precautions necessary to achieve construction, completion as contemplated herein. However, if on account of Force Majeure event/s, there is any delay or anticipated delay in the Possession Date then the Promoter shall not be responsible or liable in any manner, and the same shall both automatically and forthwith stand extended for a period that is equivalent to the period that the Force Majeure event continues and has continued and an additional period of 25(Twenty five) Days thereafter; for remobilization, in which case, the Possession Date shall automatically stand revised to and substituted by the revised Possession Date as communicated by the

Promoter. The Allottee/s shall not object, raise any disputes, and/or protest, and/or hold the Promoter liable for the aforesaid delay and extension of time, and shall not be entitled to, and shall not, make, or raise, any claim, for any damages, compensation, reimbursement of expenses or any other payments.

6.13 If within a period of 5 (five) years from Possession Date, the Allottee/s bring/s to the notice of the Promoter any structural defect in the Apartment or the Project or any defects on account of quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at their 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/s, compensation for such defect in the manner as provided under the Act. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by willful default and/or negligence of the Allottee/s and/or any other Allottee in the Project and/or by reasons directly and/or indirectly attributable to the Allottee/s and/or other Allottees in the Project. Further, where the manufacturer warranty as shown by the Promoter to the Allottees ends before the defect liability period and such warranties are covered under the maintenance of the said New Premises/New Building, and if the annual maintenance contracts are not done/renewed by the Allottees/s and/or Society, the Promoter shall not be responsible for any defects occurring due to the same. The New Building as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition;

6.14 The Allottee/s has been made aware and that the Allottee/s hereby expressly agrees that the regular wear and tear of the said New Premises/said New Building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure due to variation in temperature of more than 20 degree Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottees, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the said New



Premises/ said New Building and in the workmanship executed keeping in mind the aforesaid agreed.

6.15 Agency/ies appointed by the Promoter will be solely responsible for the services related to security, housekeeping etc and the Promoter will not be liable or responsible for the same in any manner;

6.16 In spite of all the necessary steps and precautions taken while designing and constructing the Project, concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and/or alterations etc. carried out by the Allottee/s and any other purchasers/owners/occupants of the flats and premises in the New Buildings. The Allottee/s agree/s and covenant/s not to hold the Promoter liable and/or responsible in respect thereof.

## **7 EVENTS OF DEFAULT, TERMINATION AND CONSEQUENCES**

### **7.1 By the Promoter:**

The Promoter shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events ("**Events of Default**"):

7.1.1 If the Allottee/s delays or commits default in making, and/or failing, refusing, or neglecting to make payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise;

7.1.2 If the Allottee/s commits breach or default, or nor being in observance, performance, or compliance with any of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, IOD, CC and/or any other sanction, permission, approvals, undertakings, writings, affidavits etc.;

7.1.3 If the representation, declarations and/or warranties etc. made by the Allottee/s in the present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Allottee/s is untrue or false;

- 7.1.4 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, or if Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s as the case may be;
- 7.1.5 If the Allottee/s is/are, convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;
- 7.1.6 If the Allottee/s have received any notice from any concerned authorities and/or the Government in India (either Central, State or Local) and/or any foreign state or government and/or authorities of any foreign state, under any law, rules, or regulations, and or/ for the Allottee/s involvement in any money laundering and/or any illegal activity/ies and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them under any laws, rules, or regulations;
- 7.1.7 If the Allottee/s carries out any structural alteration and/or addition in respect of the Apartment and/or any part thereof;
- 7.1.8 The Allottee/s failing, neglecting, or refusing, to attend at the Office of the Sub-Registrar/Joint Sub-Registrar of Assurances concerned, for registration of this Agreement, and/or admitting execution hereof.
- 7.1.9 If the Allottee/s fail/s to make payment of any outgoing/s, taxes, maintenance charges etc. in respect of the Premises or any part thereof.
- 7.2 On happening or occurring of any of the Event of Default, the Promoter shall without prejudice to all other rights that the Promoter may have against the Allottee/s either under this Agreement, or in law or otherwise, give 30 (thirty) days notice to the Allottee/s to rectify/remedy such breach and within the notice period, the Allottee/s shall be liable to bear and pay interest at the Interest Rate on the due and payable amount. In the event, the Allottee/s fail/s to rectify/remedy the breach within the aforementioned notice period, then the Promoter shall be entitled (but shall not be obliged) to (i) forthwith terminate this Agreement ("**Termination Date**") and (ii) forfeit/deduct 10% of the Purchase Price along with brokerage charges (if

any) as and by way of agreed, genuine and pre-estimated liquidated damages and balance if any, shall be refunded to the Allottee/s without any interest within 30 (thirty) days from the Termination Date. It is further clarified that any profit arising from sale of the Apartment to the new Allottee/s shall be of the Promoter and the Allottee/s shall have no claim against the same.

7.3 If for making payment of the Purchase Price the Allottee/s has/have availed loan/mortgage/charge from financial institutions, banks or other institutions against the security of the Apartment as referred to Clause 3.3, then the same shall be subject to the written consent and approval of the Promoter. In the event the Allottee/s commit/s default of in the payment of the instalments with respect to the Purchase Price or otherwise, and in the event the Promoter is exercising their right to terminate this Agreement under Clause 7, the Allottee/s undertakes to clear the outstanding debt of the loan/mortgage/charge at the time of such termination as follows:

7.3.1 The Allottee/s shall at his/her/their own cost and expenses, obtain the necessary letter/no due certificate from such financial institution, banks etc. stating that the Allottee/s has/have cleared the loan/mortgage/debt/charge, within 15 (fifteen) days from the Termination Date as referred to in Clause 7.2 hereinabove. On receipt of such letter/no due certificate from the financial institution, banks etc., the Promoter shall, refund to the Allottee/s the amount (if any) standing to the credit of the Allottee/s in respect of the Apartment, to the Promoter towards the Purchase Price.; or.

7.3.2 In the event the Allottee/s is/are unable to repay such amount to the bank or financial institution or other institutions, then the Promoter shall directly pay the amount (if any) standing to the credit of the Allottee/s ,to the financial institution, bank, their employer or other such institutions, to the extent so as to clear the loan/mortgage/debt/charge on the Apartment.

7.4 Notwithstanding all that is stated hereinabove, it shall always be obligatory on the part of the Allottee/s to pay the installments of the Purchase Price as and when due under the terms of this Agreement and the Allottee/s shall duly and promptly pay the installments of the Purchase Price irrespective of the fact that the Allottee/s has/have applied for the loan/mortgage/charge to any financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are

being under process and sanction awaited and/or is rejected. The Allottee/s shall not be permitted to raise any contention in respect of his/her/their failure to pay the installments of the Purchase Price on time and on the due dates on the basis that the Allottee/s has applied for loan to such financial institution, banks, their employers or such other institutions and that the same are under process of disbursement or that the said loan application of the Allottee/s is rejected. In the event of the failure of the Allottee/s to pay the instalments of the Purchase Price, the Promoter shall be entitled to enforce its rights as mentioned herein. In case, there shall be deficit in this regard, the Allottee/s shall forthwith on demand pay to the Promoter his /her / their proportionate share to make up such deficit.

7.5 Notwithstanding anything contrary contained herein, in case the Allottee/s fail/s or is/are otherwise unable to make payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise, to the Promoter, then the Promoter shall, without prejudice to any other rights or remedies that it may have against the Allottee/s, including the right to terminate and forfeit the amounts as mentioned in Clause 7.1, from the Purchase Price and put an end to this Agreement as mentioned herein, and be entitled to receive and recover from the Allottee/s, and the Allottee/s shall pay to the Promoter interest on all outstanding payments along with interest calculated at the Interest Rate from the due date till the date of realization thereof.

7.6 All the aforesaid rights and/or remedies of the Promoter are cumulative and without prejudice to one another and other the rights and/or remedies available to the Promoter under applicable law.

7.7 Voluntary Cancellation by the Allottee/s:

In the event, the Allottee/s desire/s to cancel this Agreement for sale / purchase of the Unit for any reason whatsoever (save and except if the Promoter fail to offer possession of the Unit in terms of and within the timelines agreed under this Agreement), then the Promoter shall be entitled to forfeit the amounts equivalent to 10% (ten per cent) of the Purchase Price and the Allottee/s shall not be entitled to claim such amount paid by him/her/them/it to the Promoter. The Allottee/s shall also have to bear and pay to the Promoter, at the time of cancellation, the brokerage charges (if the Unit is purchased through a broker) which brokerage shall have been already paid by the Promoter to the broker.

The Promoter shall not be liable to refund GST and all other taxes paid or payable on this Agreement and/or on the Purchase Price and/or interest and/or otherwise. It is agreed by and between the Parties that all the amounts due and payable by the Allottee/s, as specified hereinabove, shall be deducted from the amount received by the Promoter from the Allottee/s till the time of such cancellation. The Promoter shall return the balance amount from the Purchase Price (if any) to the Allottee/s within 30 (thirty) days from the date of such cancellation.

## 8 **Taxes**

8.1 The Purchase Price is exclusive of any levies of all taxes including Goods and Service Tax ("**GST**") and any other present or future levies/taxes, cess, rates, taxes and assessments levied or imposed or penalty payable or levied or which may be levied and imposed or any new head of levy or taxes levied by concerned local or government body or authority in respect of the Apartment or the transaction contemplated herein charges for electricity and other service charges and the outgoings payable in respect of the Apartment (including the property taxes assessed or non-assessed) which shall be borne and paid by the Allottee, alone as per the applicable rules and policies in force from time to time (hereinafter referred to as the "**Tax Liabilities**").

8.2 The Allottee/s are aware that as per present statute, GST (if applicable) is leviable/applicable on the Purchase Price payable hereunder and consequently the amount of each installment payable by the Allottee/s to the Promoter in respect of this transaction shall proportionately increase to the extent of the liability of such taxes (if applicable). The Allottee/s hereby undertake(s) to pay the amount of the GST (if applicable) along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoter shall not be bound to accept the payment of any installment of the Purchase Price and Other Charges & Deposits unless the same is paid along with the amount of GST (if applicable) thereon and the Allottee/s shall be deemed to have committed default in payment of amount due to the Promoter hereunder, if such payment is not accompanied with GST (if applicable). Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Allottee/s to the Promoter in respect of this transaction and/or aforesaid

taxes levied is increased on account of revision by the competent authorities, the Allottee/s shall be solely and exclusively liable to bear and pay the same and the Allottee/s do and doth hereby agree and undertake to indemnify and keep indemnified the Promoter and its successors-in-title and assigns in respect thereof.

8.3 The Allottee/s agree/s and acknowledges that a week after the Possession Notice is given by the Promoter to the Allottee/s that the Apartment is ready for use, the Allottee/s shall be liable to bear and pay the Tax Liabilities. The Allottee/s agrees and binds themselves / himself / herself to pay regularly every month, by the 10<sup>th</sup> day of each month to the Promoter until the transfer and conveyance of the New Buildings is executed in favour of the Society in accordance with the terms herein, the proportionate share that may be decided by the Promoter for (a) Insurance Premium, (b) all taxes due to statutory bodies/authorities that may from time to time be levied against the Apartment/ Project Land and/or the New Buildings including water taxes and water charges and (c) outgoings for the provisional maintenance and management of the New Buildings including the Apartment and the amenities, common lights and other outgoings and maintenance charges such as collection charges, charges for watchman, sweeper and maintenance of accounts, incurred in connection with the Project and the New Buildings;

8.4 The Allottee/s shall pay Tax Liabilities as and when they are levied, charged, become due and payable, upon all the amount and charges payable under this Agreement, including the Purchase Price installments. If any taxes (whether retrospective, or prospective, in nature) arise hereafter, including after the Possession Date, the Allottee/s shall be solely liable to pay or reimburse (as directed by Promoter in its discretion) such taxes including any interest and/or penalties and/or other amounts, charges and costs, if any, in respect thereof within 7 Days from the date of written demand made on the Allottee/s by the Promoter.

8.5 The Allottee/s is/are aware that the time to make the payment of installments and GST (if applicable) and all other taxes as mentioned in above is the essence of contract and in event of delay on part of the Allottee/s to make the payment of any of the installment together with GST (if applicable) and/or any other tax (including delivering challan/certificate thereof), then without prejudice to right of the Promoter to cancel and terminate this Agreement, the Allottee/s shall be liable to pay interest at the Interest Rate to the Promoter on all delayed payments from the due



date till the date of realization thereof as well as the interest and penalty charged by the GST authorities for such delay.

## **9 OTHER RIGHTS & POWERS OF THE PROMOTER**

9.1 The Allottee/s hereby grant/s his/her/their irrevocable consent to the Promoter for availing 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 Project, and/or in respect of all projects, 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. The Promoter is entitled to transfer such financial assistance, including any construction/corporate loans, infrastructure loans, to any other bank/s, financial institution/s, and/or person/s without the consent of the Allottee/s. 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 on or prior to the Possession Date, Promoter shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the Apartment alone, enabling the Promoter to complete the allotment and sale thereof to the Allottee/s, free of the same. The Promoter agrees that post the execution of this Agreement, any mortgage or charge shall not affect the right and interest of the Allottee/s under this Agreement.

9.2 Notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future) by the Promoter and notwithstanding the Promoter giving any no objection/permission for mortgaging the Apartment or creating any charge or lien on the Apartment and notwithstanding the mortgages/charges/lien of or on the Apartment, the Promoter shall have first charge on the Apartment and all the right, title and interest of the Allottee/s under this Agreement for recovery of any amount due and payable by the Allottee/s to Promoter under this Agreement or otherwise.

9.3 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, in respect of any of its unsold/unallotted Apartments.

- 9.4 The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of its unsold premises in the Project, if any. Post execution of the Deed/s of Transfer in favour the Society, the Promoter, as the case may be shall continue to be entitled to such unsold premises and to undertake the marketing, etc., in respect of their respective unsold Apartments.
- 9.5 It is expressly agreed that the Promoter shall have an irrevocable right and be entitled to put a hoarding on the Project or any parts of including on the terrace and/or on the parapet wall and such hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter are fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the New Buildings and further the Promoter shall be entitled to use and allow third parties to use any part of the New Buildings for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment's etc. The Allottee/s agree(s) not to object or dispute the same. It is further expressly agreed that the Promoter shall have an irrevocable right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Allottee/s/ Society shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoter.

#### **10 ALLOTTEE/S TO JOIN THE EXISTING SOCIETY AS MEMBERS/PROPOSED MEMBERSHIP; TRANSFER**

10.1. The Promoter has informed and put the Allottee/s to notice of the following matters which the Allottee/s has/have agreed and accepted:

10.1.1 In view of the fact that the Society holds the title to the Project Land and the Project and as the Allottee/s will, subject to the terms and conditions of this Agreement, be admitted as member thereof, no conveyance, lease or other transfer documents is required to be or will be executed in favour of the Society , or any other entity, organization or body formed and constituted of the owners and holders of premises in the project, as contemplated under RERA , and no further or other entity, organization or body is to be or will be formed.

10.1.2 The respective allottee/s/purchasers of the promoters Apartments including the Allottee/s herein in respect of the Apartment would be admitted as members of the Society subject to their performing the terms and conditions specified in their agreements , including the allottee/s in respect of this Agreement, and no further other or new co-operative housing society / limited company/association of apartment owners or any other organization or entity is envisaged to be or will be formed or registered in respect of the Project. Subject to the allottee/s name/s having been recommended in writing to the Society for membership as and when directed and permitted by the Promoter, the allottee shall sign and execute application, forms and other writings papers and documents as may be prescribed by the Promoter and/or Society as per the prevailing rules along with necessary application fee, being Rs. 20,000/- (Rupees Twenty Thousand Only) for a one bedroom, hall, kitchen (1BHK), or Rs. 25,000/- (Rupees Twenty Five Thousand Only) for a two bedroom, hall, kitchen (2BHK), and other charges as may be applicable.

10.1.3 The Society shall continue to be Lessee of the Land. It is further acknowledged and accepted by the Allottee/s that upon observance of all obligations including financial obligations contained in this Agreement. The society is to enter into a separate lease agreement for titbit area/additional area granted in respect of the project land as per the conditions prescribed by MHADB

10.2 The Allottee/s shall, along with other allottees of Apartments in the New Buildings, join the Society as its member and for this purpose also from time to time, the Allottee/s shall sign and execute the application for membership and other papers and documents necessary for becoming a member thereof, and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee/s.

10.3 It is expressly and specifically clarified, agreed, understood and confirmed by and between the Parties hereto that the unsold Apartments and unallotted parking spaces in the New Buildings shall at all times be and remain the absolute property of the Promoter, and the Promoter shall be unconditionally entitled to and have full right, absolute power and authority to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as

it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s nor the Society shall object to or dispute the same. On the Promoter intimating to the Society, the name or names of the Allottee/s/allottee/s of such unsold Apartments and parking spaces, the Society shall forthwith accept and admit such Allottee/s/ allottee/s as their member/s and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by the Promoter from such Allottees towards charges, development charges, legal charges etc., save and except the share money and admission fees. It is further clarified that for sale of such Apartments and allotment of such car parking spaces, the Promoter shall not be liable to take any permission/consent of the Society.

10.4 In the event of the New Buildings being handed over before the sale and disposal by the Promoters of all the premises in the New Buildings to be constructed on the Project Land, the power and authority of the Society shall be subject to the overall authority and control of the Promoters over any of the matters concerning the New Buildings, the construction and completion thereof and all amenities pertaining to the same and in particular the Promoter shall have absolute authority and control as regards the unsold premises/display space/ common areas/terraces and the disposal thereof. The Society shall be obligated and be liable to admit allottee/s of such premises/display space/ terrace/ common space as it's member without asking any transfer fee or amount save and except entrance fees, share application money and security deposit for maintenance charge like other allottee/s.

10.5 It is agreed that the Promoter, shall handover the New Buildings to the Society, only after the Promoter has;

10.5.1 completed the construction of the New Buildings/wings upon receipt of Occupation Certificate

10.5.2 receive all the amounts from the Allottees of the Apartments including the Purchase Price from the Allottee/s herein in respect of the Apartment.

10.6 The Promoter shall sell / allot all Apartments and parking spaces intended to be constructed in the New Buildings with a view that, ultimately all the

Allottees/allottees of Apartments, in the New Buildings shall be admitted to the Society as members. It is agreed and clarified that Promoter shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the unsold Apartments and unallotted car parking spaces separately and independently and the Allottees/Allottees of all such Apartments and car parking spaces in the New Buildings shall be admitted to the Society.

- 10.7 The Allottee/s and/or their successors-in-title shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as Promoter and/or the Society may require for safeguarding the interest of Promoter in the Project.

## **11 MAINTENANCE AND OUTGOINGS**

- 11.1 From the Possession Date, the Allottee/s shall be liable to bear and pay his/her/theirs proportionate share of outgoings in respect of the Project Land and the Project including inter-alia local taxes and other indirect taxes of every nature excluding property tax, betterment charges, or such other levies by MHADA and/or the concerned local municipal authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project (hereinafter collectively referred to as “**Maintenance and Outgoings**”).

- 11.2 At the time of handing over possession of the Apartment, the Allottee/s shall pay to the Promoter the Other Charges & Deposits by way of deposit towards payment of his / her / theirs proportionate share of property tax and Maintenance and Outgoings. The amounts so deposited by the Allottee/s with the Promoter shall not carry any interest and remain with Promoter until the Promoter handover control of the Project/New Buildings to the Society. Upon the Promoter handing over control of the Project / New Buildings to the Society, the deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society.

## **12 COVENANT AND REPRESENTATION OF THE ALLOTTEE/S**

- 12.1 The Allottee/s by himself/herself/themselves with intention to bind all persons into whose hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenant/s with the Promoter as follows:

12.1.1 Not to do or suffer to be done anything in or to the Project, the Premises, staircase, common areas or any passages which may be against the rules, regulations or bye-laws of the concerned authorities or change/alter or make addition in or to the Project or to the Premises itself or any part thereof and to maintain the Apartment (including sewers, drains, pipes) and appurtenances thereto at the Allottees/s' own cost in good repair and condition from the date on which the Allottee/s is/are permitted to use the said Premises and in particular so as to support, shelter and protect other parts of the Project.

12.1.2 Not to raise any objection to the Promoter completing the construction of the Project (including additional floors on the Project Land) in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee/s taking possession of the Premises.

12.1.3 To maintain the Premises at the Allottee/s own cost in good and tenantable repair and condition from the Possession Date and shall not to do or suffer to be done anything in the Premises and/or the Project and/or staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to New Buildings and / or to the Premises itself or any part thereof without the consent of the local authorities and the Promoter or the Society, as the case maybe. 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 and also pay any penal charges levied by the authorities.

12.1.4 Not to store anything in the refuge floor and/or in the fire check floor nor store any goods in the Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the New Buildings or storing of such goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the New Buildings and in case any damage is caused to the New Buildings 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 and shall repair the same at his/her/their own costs.

12.1.5 Not to object or cause any impediment to the right and authority of the Promoter and its workmen, staff, employees, representatives and agents and all other users/allottee/s of premises on the project to the access, ingress and egress into and upon the Project, the Common Areas & Amenities, without any restriction or interference whatsoever including for the purpose of maintenance repair and upkeep of the electricity, communication and utility lines, cables and meters etc or any other reason, notwithstanding that there shall or may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common access and entry.

12.1.6 Not to raise any objection and or claims about the unavailability of supply of water from MCGM or the supply of electricity from the power providers, and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for his/her/their convenience. The Allottee/s acknowledge(s) that the water connection from the MCGM and the electricity supply from the power provider shall be subject to availability and the rules, regulations and bye laws of the MCGM as such power provider, and agree not hold the Promoter responsible for the same. The Allottee/s is/are aware that alternate arrangements for water supply through tankers will be made for the Allottee/s' convenience. Expenses incurred for the same will be charged in the maintenance bill till the MCGM water connection is received.

12.1.7 The Allottee/s shall not be entitled to and shall not change the user of the Apartment, or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the Apartment and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.

12.1.8 Not to demolish or cause to be demolished the Premises or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof and keep the portion, sewers, drains, pipes in the

Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the Project.

12.1.9 Not to make any alteration in the elevation and outside colour scheme of paint and glass of the New Buildings and not cover/enclose the planters and service ducts or any of the projections from the Apartment, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, parais or other structural members in the Apartment without the prior written permission of the Promoter or the Society, as the case maybe, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the New Buildings or do any act to affect the F.S.I potential of the Project.

12.1.10 Not to affix any fixtures or grills on the exterior of New Buildings / Apartment for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the Apartment. The Allottee/s shall fix grills only on the inside of the windows of the Apartment. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertake/s to not fix any grill having a design other than the standard design approved by the Promoter.

12.1.11 Not to do or permit to be done any act or thing which may render any insurance of the Project Land / New Buildings / Project or any part thereof void or whereby any increase in the premium shall become payable in respect of the insurance.

12.1.12 Not to delay / default in payment of other amounts (if any) to be paid to the Promoter in addition to the Other Charges & Deposits, their share of security deposit demanded by any concerned local authority or government, MHADA, M.C.G.M. for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the Project.

12.1.13 Not to delay / default in payment of 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 from time to time.

12.1.14 Not to transfer or assign the Allottee/s right, interest or benefit under this Agreement and / or let, sub-let, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the Apartment until the Purchase Price, property tax, Maintenance and Outgoings and all other amounts payable by the Allottee/s 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/s is/are desirous of transferring the Apartment and/or his / her / their rights under this Agreement prior to making such full and final payment, then, the Allottee/s shall be entitled to effectuate such transfer only with the prior written consent of the Promoter / Society. Such consent, if granted shall be subject to the terms and conditions imposed and stipulated by the Promoter herein.

12.1.15 Shall not violate and shall abide by all rules and regulations framed by the Promoter / Society, for the purpose of maintenance and up-keep of the Project and in connection with any interior / civil works that the Allottee/s may carry out in the Apartment.

12.1.16 Shall not violate and shall observe and perform all the rules and regulations which the Society may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Project and the 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/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Apartment and shall pay and contribute regularly and punctually towards the property tax and Maintenance and Outgoings in accordance with the terms of this Agreement.

12.1.17 Shall not do or permit or suffer to be done anything in or upon the Apartment or any part of the New Buildings which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Allottee/s

for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the New Buildings and the Allottee/s shall not hold the Promoter so liable;

12.1.18 Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the Premises or in or on the common stairways, refuge areas, corridors and passageways in and of the New Buildings.

12.1.19 Shall never in any manner enclose any area/chajja/flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the Apartment and keep the same unenclosed at all time. The Promoter / Society shall have the right to inspect the Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the Premises to its original state.

12.1.20 Not to permit any person in the employment of the Allottee/s (such as domestic help, drivers, cleaners etc.) to sleep and / or occupy the common areas and amenities of the New Buildings, such as passage, lobby, stair case and / or any part of the Project.

12.1.21 Breach of any of these conditions shall cause this Agreement, ipso facto, to come to an end and notwithstanding anything contained to the contrary herein and without prejudice to all other rights that the Promoter may have against the Allottee/s either under this Agreement or otherwise, the Promoter shall have the right to terminate this Agreement on the breach of the aforesaid conditions.

12.2 In addition to the aforesaid conditions, the Allottee/s further binds himself/herself/themselves in respect of the Premises and covenants as under:

12.2.1 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Premises into the compound or the refuge floor or any portion of the Project/ New Buildings. If the

Allottee/s or members of his/her/their family or any servant or guest of the Allottee/s commits default of this sub clause then the Allottee/s shall immediately rectify the same at his/her/their own costs and expenses.

12.2.2 Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc. in or upon the Premises, New Buildings or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoter. If the Allottee/s or members of his/her/their family or any servant or guest of the Allottee/s commits default of this sub clause then the Allottee/s shall immediately take remedial action at his/her/their own costs and expenses.

12.2.3 Shall not discharge, dump, leave or burn or cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the Premises and/or the New Buildings nor litter or permit any littering in the common areas in or around the Premises and/or the New Buildings. On the occurrence of such event, the Allottee/s shall be charged with a penalty of Rs. 5000/- (Rupees Five Thousand Only) and shall, at his/her/their/its own cost and expense make good and sufficient provision for the safe and efficient disposal of all waste generated at the Premises and/or the New Buildings and/or the common areas, to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities. If the Allottee/s or members of his/her/their family or any servant or guest of the Allottee/s commits default of this sub clause then the Allottee/s shall immediately take remedial action.

12.2.4 Shall not do either by himself/itself or any person claiming through the Allottee/s anything which may or is likely to endanger or damage the Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Project. If the Allottee/s or members of his/her/their family or any servant or guest of the Allottee/s commits default of this sub clause then the Allottee/s shall immediately take remedial action.

12.2.5 Shall not display at any place in the Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the New Buildings or the common areas and amenities therein or in any other place or on the window, doors and corridors of the New Buildings.

12.2.6 Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the New Buildings or the exterior wall of the Apartment or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning Apartment, television or wireless mast or aerial or dish antenna any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter;

### **13 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represent and warrant 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:

- 13.1 The Promoter have the requisite rights to carry out development of the Project and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- 13.2 The Promoter have lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the same;
- 13.3 There are no encumbrances upon the Project except those disclosed to the Allottee/s;
- 13.4 There are no litigations pending before any Court of law with respect to the Project except those disclosed to the Allottee/s;
- 13.5 All approvals, licenses and permits issued by the competent authorities with respect to the 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



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

13.6 The Promoter have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the Promoter are restricted to enter into these presents.

13.7 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 concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the Apartment.

#### **14 DISCLOSURES TO THE ALLOTTEE/S & RIGHTS AND ENTITLEMENTS OF THE PROMOTER**

The Allottee/s agree(s), declare(s) and confirm(s) that,-

14.1 Title:

14.1.1 The Allottee/s has/have satisfied himself/herself/itself/themselves about the title of the Society to the Project Land and the entitlement of the Promoter to develop the Project Land. The Allottee/s shall not be entitled to further investigate the title of the Promoter and no requisition or objection shall be raised on any matter relating thereto.

14.2 Approvals:

14.2.1 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the approvals and permissions issued in respect of the development of the Project, and the Project Land.

14.2.2 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the drawings, plans and specifications in respect of the Project, the layout thereof, IOD, CC, building plans, floor plans, designs and specifications, common areas, facilities and amenities

14.2.3 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the internal fixtures and fittings to be provided in the Premises,

14.2.4 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the designs and materials for construction of the Project on the Project Land.

14.2.5 The Allottee/s has/have carried out his/her/it's/their independent due diligence and search in respect of the development of the Project being undertaken by the Promoter and pursuant thereto, find no inconsistency in the development/construction of the Project, and the Project Land, and also in compliance of applicable laws including but not limited to the DCR/DCPR.

#### 14.3 Construction & Finishing:

14.3.1 The Promoter has appointed/will appoint, third party contractors(s) for construction and execution of the Real Estate Project. In case of defect(s) in construction or workmanship, the Promoter and the Allottee/s shall collectively approach the third party contractor(s) for the rectification of the defect(s).

14.3.2 In spite of all the necessary steps and precautions taken while designing and constructing the Project, the concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and /or alterations etc. carried out by the Allottee/s and any other allottee/s/occupants of the other Apartments/flats in the Project. The Allottee/s agree(s) and covenant(s) not to hold the Promoter liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Allottee/s and any other allottee/s/occupants of the Project and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.

14.3.3 All materials including marble, granite, timber etc., contain veins and grains with tonality differences and though the Promoter shall pre-select such natural materials for installation in the Project, their non-conformity, natural discoloration or tonal differences at the time of installation is unavoidable and the Promoter shall not be responsible and/or liable for the same and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.

## **15 ENTRY IN THE PREMISES**

The Allottee/s shall permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the Premises or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the Project and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the Project in respect whereof, the Allottee/s of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc..

## **16 NO TRANSFER**

The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the Apartment or dispose of or alienate otherwise howsoever, the Apartment and/or its rights, entitlements and obligations under this Agreement to any third party or otherwise, until all the dues, taxes, deposits, cesses, Purchase Price and all other amounts payable by the Allottee/s to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon, if any. In the event the Allottee/s is/are desirous of transferring the Apartment and/or his/her/their rights under this Agreement, then the Allottee/s shall be required to obtain prior written consent of the Promoter or the Society, as the case maybe, which consent shall be given by the Promoter, subject to such terms and conditions as the Promoter may deem fit and proper.

## **17 LIEN:**

17.1 The Promoters shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this Agreement shall have first lien and charge on the said premises, agreed to be purchased by the Allottee/s.

17.2 The Promoters shall not incur any liability/ obligation for repayment of the monies in respect of any loan or borrowings availed by the Allotte/s from any bank or financial institution, including interest and cost and provided the mortgage created in favour of such bank and/or financial institution in

respect of the Apartment of the Allottee/s shall not in any manner jeopardize the Promoter's rights including to receive full consideration and other charges and to develop the Project Land and such mortgage in favor of such bank and/or financial institution shall be subject to Promoters first lien and charge on the Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoters under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoters will issue the said No objection Letter addressed to the bank and/or financial institution undertaking to make payment of the balance Purchase Price of the Premises directly to the Promoters as per the schedule of payment of the Purchase as set out herein above and such confirmation letter shall be mutually acceptable to the parties hereto and to the said bank and/or financial institution.

## **18 FACILITY MANAGER**

- 18.1 The Promoter shall themselves maintain the Project Land and/or the New Buildings, or enter into a contract with any third party/ agency for the same, and such decision shall be final and binding on all members. Thereafter, subject to the provisions of this Agreement, the Society and /or the Apex Body shall be entitled to undertake the maintenance of the Land /the New Buildings or any part thereof in the manner it was handed over save and except normal wear and tear thereof. The Promoters may also formulate the rules, regulations and bye-laws for the maintenance and upkeep of the New Buildings and /or the Project Land and the Allottee/s hereby agree and undertake to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws.
- 18.2 The Promoters shall have the right to designate any space on the Project Land and/or the New Buildings or any part thereof to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the New Buildings. The Promoters shall also be entitled to designate any space on the Project Land and/or in the New Buildings to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the New Buildings and/or the Project Land.
- 18.3 Notwithstanding any other provision of this Agreement, the Promoters have right to and shall be entitled to maintain either themselves or to

nominate any person (“**Facility Manager**”) to manage the operation and maintenance of the New Buildings, common amenities and facilities on the Project Land after the completion of the development of the Project Land. The Promoters have the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Manager shall be borne and paid by the residents/Allottee/s/occupiers of the Apartments in the New Buildings in the manner as may be determined by the Promoters, as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. Such charges may vary and the Allottee/s agrees that it shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoters or by the Promoter itself or towards the maintenance charges determined by such agency and/or the Promoters. It is agreed and understood by the Allottee/s that the cost of maintenance of the New Buildings shall be borne and paid by the Allottee/s of the Apartments/ premises in the New Buildings alone.

18.4 The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoters and/or the Facility Manager, including without limitation, payment of the Allottee/s’s share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the New Buildings constructed thereon.

18.5 The Promoters and/or any professional agency appointed by it shall formulate the rules, regulations and bye-laws for the maintenance and upkeep of the New Buildings and/or the Project Land and that the costs and expenses together with applicable taxes thereon for the same shall be borne and paid by the Allottee/s as may be determined by the Promoters and/ or such professional agency.

## **19 USAGE**

19.1 The Allottee/s shall use the Premises agreed to be sold by the Promoters to the Allottee/s for residential purpose and said Parking space if allotted for parking their own car and will not use the same for any other purpose, without obtaining the prior written consent of the Promoters and/or the said Society as the case may be.

- 19.2 Not to do or permit to be done any act or thing which may render void or voidable any insurance if any of the Project Land and the New Buildings or any part thereof, or whereby any increased premium,
- 19.3 To permit the Promoters to keep and/or store any construction materials, on any portion of the Project Land, and/or to have additional electricity supply and/or additional water supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary and not to take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any easement rights and/or any other rights in the nature of easement or any prospective or other rights of any nature whatsoever and the Allottee/s directly and/or indirectly, shall not do any act, deed, matter or a thing, whereby the Promoters may be prevented from putting any such additional and/or new construction.

## **20 NOMINEE**

- 20.1 The Allottee/s hereby nominate/s the person \_\_\_\_\_ (“Nominee”) as his/her/their nominee in respect of the 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 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 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.
- 20.2 The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

## **21 BINDING EFFECT**

It is agreed that forwarding this Agreement to the Allottee/s by the Promoters does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the Schedules and Annexure/s thereto along with the payments due as stipulated in the Installments within 30 (thirty) days from the date of receipt by the Allottee/s



and secondly, appears for the registration of this Agreement before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoters. If the Allottee/s fail/s to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar of Assurances for its registration as and when intimated by the Promoters, then the Promoters 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, the application of the Allottee/s shall be treated as cancelled and all the 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.

**22 PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S AND 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 Apartment, in case of a transfer, as the said obligations go along with the Apartment, for all intents and purposes.

**23 INDEMNITY**

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

**24 NO LIABILITY**

24.1 Neither the Promoter, nor any of the Promoter's affiliates, nor any of their respective directors, officers, employees, agents, or contractors, shall be liable to the Allottee/s, and/or any persons claiming through or under the Allottee/s, or otherwise, for and/or in respect of:

24.1.1 any harm, injury, loss or damage to any person/s, or property caused by, or through, or in any way associated with, a failure, malfunction, explosion or suspension of electricity, telephone, gas, water, drainage, or sewerage, supply or connections to the Apartment or any part thereof, and whether or not the same is

caused by any Force Majeure, or otherwise however; any harm, injury, loss, damage, or inconvenience suffered by, and/or caused to, any person/s, or property, due to, or related to, or caused by, or in the course of the use, or entry into the Apartment, and/or the access to any part thereof; and,

24.1.2 for the security, safekeeping and insurance, of the Apartment, or any part thereof, and of any person/s therein, and/or of the contents and possessions thereof.

## **25    GENERAL PROVISIONS**

### **25.1    Interest:**

Without prejudice to all Promoter's rights and remedies herein, and under the applicable law, the Allottee/s shall be liable to pay, to the Promoter, Interest on all outstanding, overdue, and/or unpaid, aggregate payments calculated from the due date for payment thereof till payment in full (with accrued Interest). In addition to the Allottee/s liability to pay Interest as aforesaid, the Allottee/s shall also be liable to pay and reimburse to the Promoter, all costs, charges, expenses and damages whatsoever, which may be incurred, borne, suffered, or paid, by the Promoter, including in relation to any suits, actions, proceedings, or notices filed, instituted or issued by or against it, for the purpose of enforcing any of its claims, rights and/or benefits under this Agreement and/or for enforcing obligations, payments of and recovering from the Allottee/s such outstanding amounts, charges and liabilities, including Interest as aforesaid under this Agreement.

### **25.2    Allottee/s Obligation of Confidentiality:**

25.2.1 The Allottee/s shall during the subsistence of this Agreement and at all times thereafter, keep strictly confidential all Confidential Information (defined hereinafter), and shall not, without the prior written permission of the Promoter, which may be granted, or refused, in the Promoter's discretion, disclose, or divulge, directly, or indirectly to any third party, except to the Allottee/s advisors and officers (subject always to similar duties of confidentiality), any Confidential Information (defined hereinafter), except where any Confidential Information (defined hereinafter):

25.2.1.1        is required by applicable law (defined hereinafter) to be disclosed;

- 25.2.1.2 is required to be disclosed by any Governmental Authority with relevant powers to which the Allottee/s is subject or submits;
- 25.2.1.3 is or shall (otherwise than by breach or default of this Agreement) be in the public domain;
- 25.2.1.4 is required in connection with any financing which the Allottee/s may require or has already obtained in terms and in accordance with this Agreement.

25.2.2 Without prejudice to the generality of the foregoing provisions, the Allottee/s agree/s and undertake/s that no press releases, statements, interviews, publicity, advertisement, notices, disclosures, and/or any other publicity, whether in print or digital media (including social media), of, or concerning, or related to, the agreement for allotment and sale herein, and/or any Confidential Information (defined hereinafter), shall be directly or indirectly issued, given, made, motivated, distributed, generated, or disseminated, in any manner, and by the Allottee/s, without the prior written permission of the Promoter, which permission may be refused by Promoter, in its discretion.

25.2.3 Wherever the term “**Confidential Information**” is used in this Agreement, the same shall include all information imparted by the Promoter, as the case may be, to the Allottee/s, and obtained by the Allottee/s under, and/or in connection with this Agreement on, before, or after, the date of execution of this Agreement, relating to the Project Land and/or the Project, and/or the external infrastructure, and/or current or projected plans or affairs of the Promoter, or Promoter’s affiliates, including: (i) this Agreement and the terms hereof, (ii) all documents, records, writings, Plans, Approvals, the Informative Materials, etc., product information and unpublished information related thereto, and any other commercial, financial or technical information relating to the Project Land, and/or Project, and/or the external infrastructure, or any part/s thereof, and (iii) the existence of any discussions, or negotiations, any proposal of business terms, and any due diligence materials, and other transaction documents, in each case to the extent relating to the transaction contemplated under this Agreement.

### 25.3 Intellectual Property

25.3.1 The Allottee/s acknowledge/s that all Intellectual Property (defined hereinafter) is and shall always be exclusively owned and held by the Promoter alone and that the Allottee/s shall never have any right, title, interest or license in respect thereof;

25.3.2 The Allottee/s shall not reproduce/replicate/publish or use in any manner howsoever, whether for commercial purposes, personal reasons, or otherwise, any Intellectual Property (defined hereinafter), and/or any plans, approvals, Informative Materials and/or any such materials which may be created or intended/proposed to be created or marketed by the Promoter, and disclosed to the Allottee/s, prior to, or during the subsistence of, the Agreement;

25.3.3 The Allottee/s shall immediately bring to the notice of the Promoter any improper or wrongful use or any unauthorized replication/reproduction of Intellectual Property (defined hereinafter), by any persons or parties, which has come to its/their knowledge;

25.3.4 The Allottee/s shall not assist, and/or co-operate, with any person, in any manner howsoever, in the commission of any acts, deeds, matters or things, the commission whereof would amount to a breach or default of the provisions of this Article (27).

25.3.5 Wherever the term “**Intellectual Property**” is used in this Agreement, the same means the wordmark “**DRUSHTI SAPPHIRE**” and any combination of words in which such name and word mark is used and any word, name, device, symbol, logos, corporate names, insignia, emblems, work marks, slogan, design, brand, service mark, service names, trade name, trade dress, patents, circuit layouts, business and domain names, copyrights, other distinctive feature or any combination of the aforesaid, whether registered or unregistered, and used in connection with the businesses and activities of the Promoter and/or in respect of the Project Land and/or the developments and projects to be undertaken thereon from time to time (with all amendments, upgrades, additions or improvements thereto), and product configuration, industrial design, or trade secret law or any other laws with respect to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines,

tools, inventions, creations, improvements, works of authorship, other similar materials and all recordings, graphs, designs, drawings, reports, analyses, other writings and any other embodiment of the foregoing, in any form whether or not specifically listed herein, which may subsist in any part of the world, for the full term of such rights, including any extension to the terms of such right.

## **26 NOTICES**

26.1 All notices to be served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore mentioned.

26.2 A notice shall be deemed to have been served as follows:

26.2.1 if personally delivered, at the time of delivery;

26.2.2 if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same.

## **27 AMENDMENT**

27.1 Neither this Agreement, nor any term or provision hereof, shall be changed, waived, discharged, or amended, orally, except that any term of this Agreement may be amended and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) by the parties; provided however that no such waiver shall extend to or affect any obligation of a Party not expressly waived by the other Party, or impair any right consequent therein.

27.2 Neither the failure to exercise, nor any delay in exercising, any right, power, privilege or remedy, by a Party, under this Agreement, shall in any way impair or affect the exercise thereof by such Party, or operate as a waiver thereof by the Owner or the Promoter in whole or in part.

## **28 SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the RERA Rules or under any other applicable law, 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 Act and the RERA Rules and/or any other 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.

**29 METHOD OF CALCULATION OF PROPORTIONATE SHARE**

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in the Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the other premises/Apartments/areas/spaces in the Project.

**30 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.

**31 ENTIRE AGREEMENT**

The Parties hereto confirm that this Agreement, along with its schedules and annexure, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents, if any, entered into, executed and/or provided between and/or by the Parties.

**32 WAIVER**

32.1 No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents 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.



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

### **33 PLACE OF EXECUTION AND REGISTRATION**

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

33.2 The Allottee/s and 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 and Allottee/s will attend such office and admit execution thereof.

33.3 The promoter shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for allotment of the Premises including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee/s account.

### **34 INFORMATIVE MATERIALS; SHOW APARTMENT**

34.1 The Allottee/s is/are fully and completely informed and is/are aware that all advertisements, publicity, or promotions, of whatsoever nature in respect of the Project, in any media, including print, and/or electronic, and/or digital media, and includes writings, brochures, leaflets, pamphlets, handouts, presentations, advertisements, oral or written representations, made and/or published, and/or generated by, or on behalf of, the Promoter, and any other such information or materials as may be made, or published by, or on behalf of the Promoter and includes publicity reports and includes the show/sample apartment/Apartments with fixtures, fittings and amenities etc. provided therein, and/or all matters related or incidental thereto (hereinafter collectively referred to as the "**Informative Materials**"), have been, and always will be, merely for the sake of

convenience, whereby the terms, conditions, and provisions of this Agreement shall solely and exclusively apply and control.

34.2 The show/sample Apartment or any other Apartment in the Project including all furniture, items, electronic goods, amenities etc. therein, if any, are only for representational purposes for depicting lifestyle and illustrating a possible option of the design and layout of the apartment/Apartment. The Promoter is not liable or obligated to provide the Apartment as per show/sample apartment/Apartment with furniture, items, electronic goods, amenities etc. therein.

### **35 COSTS**

All costs, charges and expenses, excluding stamp duty and registration charges payable upon and in respect of this Agreement shall be borne and paid solely by the Allottee/s.

### **36 PAN**

The Promoter and Allottee/s respectively state/s that they are respectively assessed to Income Tax and their respective Permanent Account Numbers are as mentioned hereunder.

### **37 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 Real Estate Regulatory Authority as per the provisions of the RERA or the arbitration referred below.

All disputes, differences and/or claims arising under or in respect of this Agreement, and/or any terms, conditions or provisions hereof, shall be referred to arbitration of a sole arbitrator, who shall be one of the three persons named (in writing) by the Promoter to the Allottee/s, out of which the Allottee/s shall select one name, and such person shall thereupon act as the sole arbitrator and the decision/award of such arbitrator shall be final and binding on the Parties. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be in English language and shall be held only in Mumbai. The arbitrator shall have summary powers and be entitled to give interim directions and awards from time to time. The cost of the arbitration proceedings shall be borne by the Promoter and the Allottee/s in equal shares.

### 38 **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, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

### 39 **LEGAL ADVICE**

The Allottee/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the Project and has/have expressly understood the contents, terms and conditions of the same and the Allottee/s after obtaining necessary legal advice and being fully satisfied has/have entered into this Agreement and further agrees not to raise any objection in regard to the same.

### 40 **SURVIVAL**

This Clause 40, Clause 25.2, Clause 27, Clause 38 and, Clause 39, and all other rights and obligations of the Parties that are held after, and/or are required to be observed and performed upon and after the termination of this Agreement, shall survive the termination of this Agreement, and the Parties shall continue to respectively hold such rights, and be bound, liable and obliged to comply with their obligations in respect thereof.

#### **THE FIRST SCHEDULE ABOVE REFERRED TO**

*(Description of the Project Land)*

ALL THAT piece and parcel of land admeasuring 2803.82 square meters or thereabout bearing Survey No. 236/A corresponding to City Survey No.192/1 (part) of Village Ghatkopar, being part of MHADA land at Pant Nagar, Ghatkopar Village, Taluka Kurla, District Mumbai Suburban, within the registration district of Mumbai Suburban

#### **THE SECONDSCHEDULE ABOVE REFERRED TO**

*(Description of the Premises)*

Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters carpet area (excluding area of balcony/ies) on the \_\_\_\_\_ floor in Wing “\_\_\_\_\_” of the building known / to be known as “**Drushti Sapphire**” to be constructed / being constructed on the Project Land described in the First Schedule hereinabove written.

**IN WITNESS WHEREOF** the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

**SIGNED AND DELIVERED** by the )  
Within named “**Promoter**” )  
**DRUSHTI REALTORS PRIVATE LIMITED** )  
Through its Director / Authorized Signatory )  
**Mr. ASHOK HARIDAS JAGDALE** )  
Authorized vide Resolution passed in the )  
Meeting of the Board of Directors held on )  
\_\_\_\_\_ )  
**PAN NO.AACCD2994F** )  
In the presence of... )  
1. )  
2. )

**SIGNED AND DELIVERED** by the )  
Within named “**Allottee/s**” )  
\_\_\_\_\_ )  
**PAN NO.** \_\_\_\_\_ )  
\_\_\_\_\_ )  
In the presence of... )  
1. )  
2. )

**Annexure “E”**  
**Common Areas and Amenities**

1. Exclusive well decorated entrance and lift lobbies.
2. Branded automatic Elevators.
3. Manned grand entrance with high end Security/intercom facility
4. Building designed to resist the seismic forces.
5. Ample Basement Car Parking
6. Well paved drive way with lighting in the compound.
7. CCTV Security cameras.
8. Fire fighting system.

**Annexure ‘G’**

**Statement detailing Purchase Price and payment schedule**

<b>Construction linked Payment plan</b>	<b>Percentage</b>
On Booking	10%
Within 30 days of Booking	15%
On Completion of Basements	10%
On Completion of Plinth	10%
On Completion Of 2nd Slab	5%
On Completion Of 5th Slab	5%
On Completion Of 8th Slab	5%
On Completion Of 11th Slab	5%
On Completion Of 14th Slab	5%
On Completion Of 18th Slab	5%
On Completion of Civil Work	10%
On Completion of Electrical and Plumbing Work	10%
On Possession with Fit Outs	2.5%
On Possession with OC	2.5%
TOTAL - A 100.00%	100%

**# Out of this above schedule payments the Developer is free to demand part payment of the sum mentioned above subject to completion of work.**



**Annexure “H”**  
**Apartment Amenities**

1. Premium Quality vitrified tiles flooring
2. Anodized Aluminum windows
3. Premium quality Flush doors
4. Designer Kitchen with Granite Top and S.S Sink.
5. Designer bathrooms with premium sanitary fixtures and branded C.P fittings
6. POP and Painting on Walls & Ceiling.
7. Concealed Electrical Copper Wire.
8. Concealed plumbing work in Kitchen / Bathroom / WC's with Hot & Cold Mixer arrangement.
9. Full tiles in Bathroom & WC & branded CP Fittings.
10. Telephone & Cable points in Hall & Bed Rooms.
11. Firefighting Systems as per M.C.G.M.'s requirement (if applicable)

DATED THIS \_\_\_\_DAY OF\_\_\_\_\_, 2023

**DRAFT COPY**  
Housiey.com

FLAT NO. \_\_\_\_\_, \_\_\_\_Floor  
AGREEMENT FOR SALE