

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT is made at
Mumbai this ___ day of _____, in the Christian year
Two Thousand Twenty-_____.

BETWEEN

SOBHANIYE JP DEVELOPERS {PAN: ACLFS0380E},
a Registered Partnership Firm and having its
Registered Office at 602, Abhinandanswami CHS.
Ltd., Plot No.21, Road No.25, Sion, Mumbai – 400
022, through its Designated Partner **MR. _____**,
hereinafter referred to as **“THE DEVELOPERS”**
(which expression shall, unless it be repugnant to the
context or meaning thereof, be deemed to mean and
include its partner or partners for the time being of the
firm, the survivors or survivor of them and the heirs,
executors and administrators of the last surviving
partner and their/his/her assigns), of the **ONE PART:**

AND

MR. _____ {PAN: _____} and **MR. _____**
{PAN: _____} both of Indian Inhabitant, and
residing at _____, hereinafter referred to as
“THE PURCHASERS” (which expression shall unless
it be repugnant to the context or meaning thereof be

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deemed to mean and include their respective heirs, executors and administrators, executors and administrators of the last surviving successor or successors in law and permitted assigns) of the **OTHER PART:**

WHEREAS - I:

A. Vide an Indenture of Lease dated 18th October, 1961, executed between the Bombay Municipal Corporation (for short “the Corporation”), represented by the then Municipal Commissioner and Seth Bhagwandas Narrotamdas Kapole Niwas Trust (for short “the **Trust**”), registered with the Sub-Registrar of Assurance at Bombay under No 7760 of 1961, did on the terms and conditions and for the consideration mentioned therein, the Corporation demised unto the Trust the property being Plot Nos. 54 to 57 admeasuring about 3110.00 square yards equivalent to 2600.35 square meters bearing Cadastral Survey No. 612 to 615 together with the building standing thereon situated in Matunga Division more particularly described in the First Schedule hereunder written (for short “the said property”) for a period of 999 years commencing on and from 31st October, 1947, at the rents and subject to the covenants on the part of the Trust contained therein;

B. Dwarkadas H. Vora and Krishnadas D. Vora being the then Trustees of the Trust applied to the Learned Charity Commissioner, State of Maharashtra, Bombay, vide their

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Application dated 31st August 1972, under the provisions of the Bombay Public Trust Act 1950, inter alia, for permission to sell the said property;

C. Vide an Order Number J/4/251/72/19411 of 1974 dated 1st July, 1974, passed on the said Application dated 31-08-1972 the Learned Charity Commissioner sanctioned the sale of the said property by the Trust to Anantrai Dullabhdas Doshi as partner of and representing M/s. Doshi Sanghvi Builders at or for a price and on the terms and conditions mentioned therein;

D. M/s. Doshi Sanghvi Builders after having obtained requisite permissions from MMC and other Concerned Authorities, constructed additional third floors, on the existing buildings, as per the sanctioned plans and sold the newly constructed premises/flats in the open market to the then prospective Purchasers;

E. Since the said M/s. Doshi Sanghvi Builders, though paid the agreed consideration and inspite of having carried out the construction, did not execute a document called Deed of Assignment, the Trust filed a Suit bearing Suit No.1481 of 1982 in the Hon'ble High Court of Judicature at Bombay against M/s Doshi Sanghvi Builders and its Partners for the reliefs, inter alia, for specific performance of the Agreement, and execution of Deed of Assignment thereby transferring the property to M/s. Doshi Sanghvi Builders as prayed for therein.

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F. The parties to the above Suit arrived at consent terms, and by an Order dated 12th February, 1985, the Hon'ble Court was pleased to pass a Consent Decree in terms of the Consent Terms which have been duly stamped and registered with the office of the Sub-Registrar of Assurances at Bombay under No. BOM/1920/1/16 of 1985 and accordingly as contemplated in the Consent Decree the same operated as a transfer and assignment of right title and interest of the Trust, in the said property described in the Schedule thereunder written which is the same as First Schedule hereunder written in favour of the Defendants therein, namely, the said **M/s. Doshi Sanghvi Builders** (for short "**the Owners**"). Thus the lease rights in respect of the said property till the date hereof vest with M/s. Doshi Sanghvi Builders.

G. By virtue of the aforesaid facts and documents the Owners became entitled to all the lease rights in respect of the said property; The Owners have entered into individual agreements with the tenants of the Ground Floor to 02nd Floor premises of the existing Building/s and thereby converted their respective tenancy rights into Ownership.

H. The Owners represented to the Developer that:

- i.** They are entitled to the said property as lessee of the said plots.

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- ii. The said plots were acquired by them from Sheth Bhagwandas Narrotamdas Kapole Niwas Trust in the auction on the terms and conditions as stated therein.
- iii. The Owners have complied with the terms and conditions of the auction sale and of the Charity Commissioner's order, and that the said assignment is valid and subsisting and is in all respects enforceable in law.
- iv. Subject to the occupation by the Apartment Owners and Tenants of their respective tenanted premises the Owners are in continuous possession of the said plots.
- v. The said Consent Terms are duly stamped and are registered on payment of stamp duty and registration charges.

WHEREAS – II:

- A. The Occupants/Members of the premises in the then existing building have formed a Co-operative Society by the name “RIDDHI SIDDHI APARTMENT CO-OPERATIVE HOUSING SOCIETY LIMITED “(hereinafter referred to as “THE SOCIETY”) and registered the same under the provisions of The Co-operative Societies Act, 1961 under Registration Number BOM/WFN/HSG/TC/5423/1996;
- B. In view of non-compliance of the obligations including the statutory obligations to transfer the said property together with the building standing thereon, the Society filed a Suit

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being S.C Suit No. 690 of 2002 in the Hon'ble City Civil Court at Bombay against the Owners for the reliefs prayed for therein, which came to be partly decreed by an Order passed on 30th July, 2009;

C. Being aggrieved by the said Order and Decree, the Society filed an Appeal being First Appeal No. 633 of 2011 in the Appellate Side of the Hon'ble High Court at Bombay;

D. Due to dilapidated condition of the existing buildings, constructed in or about 1950, the members of the Society decided to demolish the existing buildings and all other structures therein and carry out re-development thereof by utilizing the available Floor Space Index (FSI) as may be permissible including under the provisions of Regulation 33(7) of the Development Control Regulations 1991, as amended from time to time, applicable to Greater Mumbai and allot in such new building, flats/premises, to all its existing members and the other occupants/tenants by way of Permanent Alternate Accommodation;

E. By its Resolution passed by majority of its members in its Annual General Body Meeting held on 04th August, 2013, the Society decided to implement the re-development scheme in respect of the said property and nominated the then existing Committee Members as the Re-development Committee and granted authority to take necessary further steps and actions for the same. A true copy of the minutes of the said meeting is attached herewith as **ANNEXURE "A"**.

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F. The Re-development Committee appointed M/s. Neocon Infrastructure Services Pvt. Ltd. as their PMC {Project Management Consultant}, and under their guidance invited tenders for re-development vide advertisement in Times of India and Mumbai Samachar newspapers on 13th October, 2013, in response to which, the Society received tenders from certain Developers including the Developers herein;

G. The re-development committee called a Special General Meeting of the members of the society on 15th December, 2013, to consider the bids received and in the presence of the Designated Officer appointed by the Registrar of Societies, conducted voting and selected the Developers herein for the re-development of the said property on and subject to the terms and conditions as mutually agreed upon which include the consent from the said Owners to be obtained by the Developers;

H. The Registrar of Societies, after verification and recording the entire procedure followed as per the provisions of section 79A of the Maharashtra Co-operative Societies Act vide NOC No. MUMBAI/C.N/FN-W/REDEVELOPMENT/13/2119 granted it's NOC dated 31st December, 2013, to the Society for appointment of the Developers herein for re-development of the said property;

I. Pursuant to the authority given/granted and the NOC granted by the Registrar of Societies, a tripartite Development Agreement dated 19th November, 2014, registered with the

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Registrar of Assurances on 19th November, 2014, vide Registration No. BBE-1/10585/2014 the Society with the consent and confirmation of the Owners granted the development right in respect of the said property to the Developers, on terms and conditions recorded therein;

J. The parties to the aforesaid First Appeal along with the Developers herein have amicably settled the subject matter of the dispute and arrived at Consent Terms and by an Order dated 09th December, 2015, the Hon'ble High Court of Bombay was pleased to accept the said Consent Terms and accordingly the said Suit and the said First Appeal came to be disposed of in terms of the said Consent Terms.

K. By a Supplementary Development Agreement dated 04th December, 2020, executed between the parties thereto, certain terms of the Development Agreement referred above particularly with regard to reduction/modification in the area of new premises to the Members, extension of completion period, etc. came to be recorded therein and accordingly the said Development Agreement stood modified and be read and construed accordingly (for short the Development Agreement and Supplementary Agreement are hereinafter referred to as "**The Development Agreement**");.

WHEREAS –III:

A. The Developers have appointed Concept Infrastructure Pvt. Ltd. Architects, having address at 165/A Vincent Chambers,

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Dr. B A Road, Dadar (E), Mumbai – 400 014, as the Architect for preparing the plans of the Building (hereinafter referred to as the “Architect”) and have also appointed J W Consultants LLP having address at Office No. 201, Sai Radhe, 100, Kennedy Road, Pune – 411 001, as the Structural Engineer for preparing designs, drawings and specifications for the construction of the Building (hereinafter referred to as the “Structural Engineer”) and supervise the development work of the said property till completion of the development;

B. An authenticated copy of the Title Certificate in respect of the nature of title of the Owners and the Society to the Property, dated 09th March, 2016, issued by M/s. Bilawala & Co. is hereto annexed and marked as **ANNEXURE “B”**. An authenticated copy of the extract of Property Card showing the nature of the title of the Owners to the Land on which the Building is being constructed is hereto annexed and marked as **ANNEXURE “C”**;

C. On necessary application/proposal being submitted the Concerned Authorities being the Chief Officer, M.B.R. & R. Board, Mumbai granted it’s No Objection Certificate under reference no. R/NOC/F-2390/6888/MBR&RB-95 dated 02nd September, 2015, read with Extension Letter dated 12th March, 2021, under Regulation 33(7) of the Development Control Regulations, Greater Mumbai, 1991 to the Developers to re-develop the property, subject to the terms

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and conditions set out therein. The authenticated copies of the aforesaid No Objection Certificates and Extension Letter issued by M.M.R. & R.B. (for short “MHADA”) are hereto annexed and marked as ANNEXURE “D” and ANNEXURE “E” respectively;

- D.** The members of the Society, their PMC and Committee Members of the Society have approved the plans proposed by the Developers as evident from their letter dated 30th March, 2017, and have granted to the Developers herein the permission to submit the said plans, specifications, etc. to MMC for approval and also approved the plans after the re-negotiation;
- E.** The Concerned Authorities of MMC vide its I.O.D. under reference no. CHE/CTY/1432/F/N/337(NEW) dated 26th May, 2017, approved the plans subject to the terms and conditions recorded therein. Hereto annexed and marked as ANNEXURE “F” is the copy of the said I.O.D.;
- F.** The existing Building comprising of 80 (Eighty) flats and 04 (Four) commercial premises all of which were occupied by 81 (Eighty-one) Occupants (the “Occupants”).
- G.** As per the presently sanctioned plan and other permissions the Developers propose to construct new building known as “RIDDHI SIDDHI APARTMENT” (for short “the Building”) as sanctioned by MMC.

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- H.** As agreed with the members of the Society, the Developers are to provide new premises to the existing members/occupants in the new building;
- I.** After having demolished the existing building, on necessary application along with requisite documents being submitted, the Concerned Authorities of MMC issued Commencement Certificate under reference No. CHE/CTY/1432/F/N/337(NEW)/FCC/1/NEW dated 22nd May, 2019, for the purpose of construction of the proposed building on the floors which is presently issued for the work upto 40th Floor on 11th August, 2021, on the terms and conditions recorded therein. Hereto annexed and marked as **ANNEXURE "G"** is the photocopy of the said Commencement Certificate;
- J.** The terms, conditions and stipulations laid down or which may hereafter be laid down by the Concerned Authorities including MMC/MHADA or any other Public Bodies in respect of the development of the said Property will be observed and performed by the Developers while constructing the proposed building, and based upon due observance and performance the Occupation Certificate in respect of the proposed building shall be issued by the Concerned Authorities/MMC;
- K.** The Developers have presently obtained sanction of plan for use of the development potentiality which is 1:3 FSI + Free Fungible FSI + Premium FSI/Fungible FSI as

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acquired/purchased and are entitled to avail any additional development FSI potentiality on being made available including Fitness Centre and other area for the Society and reserve their right to use, utilize, consume and exploit the same in the building to be constructed on the property;

WHEREAS – IV:

- A.** The Developers have registered the Project under the provisions of the Real Estate (Regulation & Re-development) Act, 2016, (for short “the said Act”) and the Rules framed there under with the Real Estate Regulatory Authority at Mumbai under Serial/Registration No. P51900010722, photocopy of which is annexed hereto and marked as **ANNEXURE “H”**;
- B.** On demand from the Purchasers, the Developers have given to the Purchasers inspection of all title documents relating to the Property including documents mentioned in Recital herein above, permissions given by concerned authorities and the plans, designs and specifications prepared by the Architect and the Structural Engineer and all other relevant documents specified under the Real Estate (Regulation and Development) Act, 2016, and the rules made thereunder;
- C.** The Developers have commenced the construction of the new Building in accordance with the plans sanctioned from time to time. The Purchasers have requested and the Developers have agreed to allot flat bearing number _____ admeasuring on or about _____ square meters of area as per

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RERA (equivalent to _____ square feet) as per sanctioned plans on the ___ **Floor** of the Building “**Riddhi Siddhi Apartment**” (hereinafter referred to as the “**Flat**”) along with the right to park ___ (__) cars in the car parking areas at or for the consideration of `_____.00 (**Rupees _____ only**) and subject to the terms and conditions set out hereinafter in Clause no. 10, an authenticated copy of the floor plan whereof is hereto annexed and marked as **Annexure “I”**, whereon the Flat has been delineated by red out-line;

D. The consideration mentioned in clause “C” above, shall be exclusive of GST but inclusive of payment of various other amounts including stamp duty, registration charges, development charges, infrastructure charges, legal charges etc. and subject to the terms and conditions as hereinafter appearing as mutually agreed by and between the parties hereto; The said flat and the parking space, unless otherwise separately referred, are hereinafter collectively called “The Premises” and more particularly described in the Second Schedule hereunder written.

E. The area of the said flat as mentioned above means the net usable floor area of the flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat for exclusive use of the Purchasers, but includes the area covered by the internal partition walls of the flat and as defined in the Rules framed

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by the Government of Maharashtra under the provisions of the RERA.

- F.** 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;
- G.** The fixtures, fittings and amenities to be provided by the Developers in the said Building and the flat are those tentatively as set out in **ANNEXURE "J"** hereto.
- H.** Prior to execution of this Agreement the Purchasers have paid to the Developers a sum of `_____.00 (Rupees _____ only), being the earnest money/ part- payment of the consideration of the said premises, agreed to be sold and allotted, by the Developers to the Purchasers (the payment and receipt whereof the Developers do hereby admit and acknowledge) and the Purchasers have agreed to pay to the Developers the balance of the sale price and other amounts in the manner and within the time, as hereinafter appearing in Clause No. 10.
- I.** The Stamp Duty and Registration Charges payable on this Sale Agreement will be borne and paid by the Developers alone and the Purchasers will not pay any amount towards the same.

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J. The Purchasers has demanded from the Developers and the Developers have given to the Purchasers, inspection of all the documents relating to the said Project i.e. development works including sanctioned plans and permissions, designs, specifications prepared by the Architect and other documents such as City Survey Records as are prescribed under the provisions the said Act;

K. Under Section 13 of the said Act, the Developers herein are required to execute a written Agreement for Sale of the said premises with the Purchasers, which is being in fact these presents and also to register such Agreement under the Registration Act, 1908. The parties hereto are now desirous of recording the said terms and conditions as mutually agreed upon into writing, as hereinafter appearing;

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

1. The recitals contained above shall form an integral and operative part of this Agreement, as if the same were set out and incorporated herein in verbatim. The Purchasers hereby confirm that they have fully read and understood the foregoing recitals and have agreed that the Developers are entitled to develop the Property. The Purchasers also confirm, agree and declare that the consideration agreed to be paid by them under this Agreement, is in respect of the Flat, right to the car parking and also in the common

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fixtures, fittings and certain amenities and they shall have no right or claim and/or will not make any claim on any other portion of the Property or any part thereof.

2. The Developers have the sole and exclusive development rights in all that piece and parcel of the said Land as mentioned herein above and more particularly described in the First Schedule hereunder; and shall construct the new Building known as “**RIDDHI SIDDHI APARTMENT**”, (hereinafter referred to as “the **Project**”), in accordance with the plans, designs and specifications sanctioned or to be sanctioned by MHADA, MMC and other Concerned Authorities from time to time.

PROVIDED THAT, the Developers, if so require under the provision of the said Act, shall obtain prior consent of the Purchasers for any additions, alterations in the sanctioned plan, specifications and the nature of fixture, fittings and amenities described therein in respect of the premises agreed to be provided to the Purchasers, however, the Developers shall be entitled to make such additions, alterations/amendments, etc. in the sanctioned plan and specifications including nature of amenities in the other premises and the new building as also make such variations and modifications as the Developers may desire so as to use, utilize, consume and exploit the full development potentiality as may be/on being permitted by the Concerned

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Authorities and no consent of the Purchasers will be required for other premises.

PROVIDED FURTHER THAT the Developers may make such additions/ alterations as may be required by the Developers or such changes or alterations as may be necessary in the said premises agreed to be allotted under these presents due to planning constrains and/or architectural and structural reasons duly recommended and verified by the Architect or Engineer after proper declaration and intimation to the Purchasers.

3. The Developers shall be entitled to make other alterations/additions in the sanctioned plan and specifications of the building or the common areas within the Project and the Purchasers hereby give and grant their consent as contemplated in the said Act and further agree to give or grant further consent as and if so required under the applicable law.

4. The Developers hereby represent and the Purchasers hereby expressly confirm and consent to the Developers to have irrevocable unconditional rights, authorities, entitlements to increase or decrease area of the aforesaid building, increase or decrease in number of floors as also specification/designs as also location by vertical and/or horizontal as also location of any of the common areas and facilities as may be required due to planning constrains and as may be

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permitted/approved by the Concerned Development Authority subject however to what is contemplated in the said Act and the Rules framed there under.

5. The Developers state that the Floor Space Index (FSI) (including by way of availing TDR or fungible/compensatory FSI or FSI available on payment of premium or FSI available as incentive FSI by implementing various schemes as per DCR/MHADA) proposed to be utilized on the said Property is as per DCR 2034. The said Building shall be constructed by using and consuming entire FSI i.e. Basic FSI, Fungible, free plus paid, incentive FSI and FSI by any other name. The residual FSI in the said Property, not consumed, will be available to the Developers till full utilization thereof. The Developers have disclosed the total FSI proposed to be utilized on the Project Land and the Purchasers have agreed to purchase the said premises based on the proposed construction to be carried out by the Developers by utilizing the proposed FSI and on understanding that the declared proposed FSI shall belong to the Developers only.

6. The Developers hereby represent and the Purchasers hereby confirm that as recorded in the said Development Agreement the Society has retained for its members the premises, namely, 80 (eighty) residential and 04 (four) commercial units on Ground floor, of the building which premises have been separately identified and earmarked for which the Developers have already executed necessary agreements

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with the members of the Society. The premises agreed to be allotted under these presents to the Purchasers is not the premises offered to any of the members of the Society. The Developers have full right, absolute authority and entitled to allot the premises hereby agreed to be allotted to the Purchasers herein.

7. The Purchasers hereby agrees to purchase from the Developers and the Developers hereby agree to sell and allot to the Purchasers a residential premises being Flat No. _____ admeasuring approximately _____ square feet i.e. _____ square meters (RERA area as defined above) on the _____ Floor of the said building known as **“Riddhi Siddhi Apartment”** as delineated in red color boundary line on the floor plan thereof annexed hereto and marked as **Annexure “I”** hereto; at or for the lumpsum consideration of ` _____ .00 (**Rupees _____ only**) including the proportionate price of common areas and facilities appurtenant to the flat, the nature, extent, development charges, stamp duty, registration, infrastructure charges and all other charges, but exclusive of GST, and the right to _____ (_____) number of car parking spaces (for short “the Parking Space”) and more particularly described in the **Second Schedule** hereunder written (for brevity’s sake the said Flat and the parking space unless otherwise specifically referred, are hereinafter collectively referred to as **“The Said Premises”**). The car parking numbers shall be assigned and communicated at the time of handing over possession of the

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said Flat to Purchasers. It is agreed between the Developer and the Purchasers that any State or Central Government taxes to be paid as per the current law or in future, or any increase or additional taxes to be paid to the State or Central Government shall be borne and paid by the Purchasers alone and not by the Developers.

8. The Developer has represented to the Purchasers that there are certain areas in the said Building which are accessible only from premises/flats. Only the Purchasers of such premises shall be entitled to access, use, enjoy and beautify such areas being the limited common areas in the said Building, on an exclusive basis. The aforesaid limited common areas shall be accessible by the Society only for the purposes of maintenance thereof. Save and except for the purposes of maintenance as aforesaid, neither the Society nor any other flat purchaser shall be entitled to access the aforesaid limited common areas.

9. The proposed carpet area of the said premises would be as per the approved plans and may undergo certain change as a result of physical variation due to tiling, ledges, plasters and skirting and due to amendments/modifications, etc. in the presently sanctioned plan as contemplated hereinabove with a variation cap of 03.00% (three percent) which the Purchasers agree and confirm.

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10.

a) The total consideration amount for the said premises is thus `_____.00 (Rupees _____ only). The Purchasers hereby agree to pay to the Developers the said consideration being lumpsum consideration for purchase of the said premises from the Developers which is inclusive of the proportionate price of the common areas and the facilities appurtenant to the said premises and inclusive of development/infrastructure charges, stamp duty and registration but exclusive of GST. The Purchasers hereby agree to pay the aforesaid consideration price to the Developers in the following manner:

i) `_____.00 (Rupees _____ only) as and by way of **earnest money/part-consideration** on or before execution of this Agreement. (The payment and receipt thereof the Developers hereby admit and acknowledge);

ii) `_____.00 (Rupees _____ only) to be paid on or **before the execution of this agreement.**

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iii) `_____.00 (Rupees _____ only) on the **registration of this agreement.**

iii) `_____.00 (Rupees _____ only) **on completion on the Top Slab of the Building.**

iv) `_____.00 (Rupees _____ only) on the **On Intimation of Possession of the Premises of the Building.**

The Purchasers are aware that the Purchasers are required to deduct tax at source (TDS) in accordance with the applicable rates as per the Income Tax Act, 1961. The Purchasers shall pay the tax deducted to the government and deliver the relevant TDS certificate, challans, receipts and other relevant documents relating to each payment, to the Developers as per the provisions of Section 194 IA of the Income-tax Act, 1961 and the rules made thereunder. Any delay in making the payment and/or taxes as aforesaid, the Purchasers shall be liable to pay the interest and/or any penalty levied by the Concerned Authority/ies in respect thereof.

b) The Goods and Service Tax (GST) or any other State or Central Government taxes, applicable on this Sale

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Consideration at current rate or any increased rate will solely be borne by the Purchasers.

- c) The Developers may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchasers by discounting such early payments, at the rate of percent mutually agreed by both, for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchasers by the Developers.
- d) It is expressly agreed and understood that if the Developers carry out and complete the work of construction in respect of the said premises agreed to be sold/allotted to the Purchasers under these presents, while construction of other slabs and other work is in process, the Purchasers, immediately on being required by the Developers, shall pay the amount of installments as per Clause No.10 or such of them depending upon completion of work. Time for making payment of the above amounts shall be the essence of the contract.
- e) Simultaneously along with payment of each of the installments, the Purchasers shall also pay to the Developers the requisite amounts of GST and other Statutory Levies, State and Central, as may be payable

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under the Concerned Statutes on allotment of the said Premises.

11. The fixtures, fittings and amenities to be provided by the Developers in the said building and the premises are those as are set out in as per Annexure “J” hereto. The Purchasers shall not be entitled to claim nor are the Developers liable to provide any further extra additional or other fixture, fittings and amenities in the premises, building and/or plot.
12. The Purchasers authorize the Developers to adjust/appropriate all payments made by them under any head/s of dues against lawful outstanding, if any, in their name as the Developers may in its sole discretion deem fit and the Purchasers undertakes not to object/demand/direct the Developers to adjust their payments in any manner.
- 13.
- a) In the event of the Purchasers being desirous of obtaining Housing Loan from any bankers or financial institutions so as to pay the balance consideration for purchase of the said premises under these presents, the Purchasers shall be entitled to do so only after obtaining previous written consent from the Developers and only after they having complied with, fulfilled, observed and performed their part of the obligations contained under these presents and further undertake to do so. The Purchasers shall apply for and

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obtain such housing finance/loan solely at their risk as to costs and consequences and shall indemnify and keep the Developers and the said Owners/Nominees indemnified against any claim, demand or action being claimed, demanded or initiated by the bankers and/or financial institutions whosoever have sanctioned and/or disbursed such housing finance.

b) It is further agreed and understood that in the event of the Purchasers having obtained sanction of housing finance, Purchasers shall inform in writing to the Developers of having obtained sanction of such finance and confirm that the bankers/financial institution shall disburse and pay the housing finance/loan as may have been sanctioned and approved directly to and in the name of the Developers alone. Such disbursement/payment shall be made by the bankers/financial institution by Cheque (crossed/Account Payee)/Pay order/RTGS directly in the name of the Developers and shall be handed over personally to the Developers. Acknowledgement, if any, by any unauthorized persons and/or the Purchasers herein shall not bind the Developers as having received such housing finance on behalf of the Purchasers.

c) It is further agreed and understood that the Purchasers, subject to what is stated hereinabove, shall be free to offer their rights under these presents only as and by

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way of security for obtaining loan and re-payment of such loan. The Developers shall not be called upon to sign or execute any further or other writings, confirmation, declaration or otherwise nor shall they be called upon to give any security of their right and/or the said property to any bankers/financial institution. It is further agreed and understood that irrespective of the fact whether the Purchasers have obtained or not sanction of housing loan/finance from financial institution in respect of the said premises, in the event of any delay in disbursement or failure in payment/disbursement of the balance consideration payable by the Purchasers to the Developers under these presents, the Purchasers alone shall personally be liable or responsible to pay the amount so payable under these presents and shall not claim any equity or otherwise on the ground of having not obtained disbursement or delay in disbursement of such amount by bankers/financial institution. The Purchasers shall pay the amount due and payable to the Developers from their resources unsecured loan or any other mean suitable to them.

- d)** In the event of delay or default in payment of any one or more installments on being payable under these presents, by the Purchasers and/or his Banker/Financial Institution the Purchasers personally shall be liable to pay such amount of interest as the Developers are

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entitled to as also subjected to cancellation of the allotment and termination of this agreement as contemplated under these presents. The Banker/Financial Institution shall not claim any equity or otherwise against the Developers. It is expressly agreed and understood by the Purchasers that due to force majeure events as contemplated hereinafter, in the event, if the Developers are unable to hand over possession of the premises within stipulated period, the Purchasers shall not claim any interest or compensation on the ground that they being subjected to pay interest to their Banker/Financial Institution as the Banker/Financial Institution would consider to sanction/disburse the loan/finance only confirming/having notice of the terms of these presents.

14.

a) The Developers hereby represent that in compliance of the terms of the I.O.D. (being Annexure "F" hereto) issued by MMC, the Developers have submitted requisite undertakings including registered undertaking incorporating, inter alia, that;

i. The building is being constructed with the deficiency in the open space and shall not object if the neighbouring plot owners come for development with deficiency in the open spaces;

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- ii. dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the plot by the occupants/residents of the building;
- iii. not to misuse pocket terrace, part-terrace, stilt, meter room, entrance lobby, refugee area, voids with cross-beams, fitness centre, basement;
- iv. not to create any nuisance due to contravening toilets and apprising the purchase of premises regarding toilets;
- v. Fitness Centre, if so provided, shall not be used for any other purpose than Fitness activities and shall be exclusively for the use of the Members of the Housing Society;
- vi. the copies of various permissions, approvals, sanctions, copies of ownership document, and other writings and particulars/ details as set out in I.O.D., C.C., B.C.C., O.C., plans, reports, drawings, certificates, NOCs, permissions obtained from authorities including CFO shall be handed over to the Society, etc. within the stipulated period after completion of the Project and grant all requisite Certificates by MMC;

b) The Purchasers hereby confirm having been intimated/informed about various terms and conditions recorded in the undertakings including registered undertakings given by the Developers to the MBR&RB

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and MMC and other Concerned Authorities. The Purchasers herein along with the Purchasers of other premises from the Developers and the Occupants/Members of the Society and the Society shall comply with, fullfill, observe and perform the terms and conditions of various permission and undertakings given by the Developers/Landlords/Nominees to the Concerned Authorities and shall indemnify and keep the Developers and the Owners indemnified due to any breach, non-compliance, violation, etc. of such undertakings.

15. The Purchasers are satisfied and have accepted the Title Certificate of the said Owners and the Developers. The Purchasers shall not be entitled to further investigate the title of the Owners and the Society in respect of the said property and right of the Developers to carry out re-development thereon in terms of the said Development Agreement and hereby undertake not to raise any objection or requisitions in respect thereof or dispute the same in any manner.

16. The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, as presently imposed by the Concerned Local Authorities including MMC at the time of sanctioning the said Plans and issue of I.O.D. and Commencement

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Certificate and/or which may hereafter be imposed by such authority and shall, before handing over possession of the said premises to the Purchasers, obtain from the Concerned Local Authorities, including MMC, Occupation Certificate in respect of the said building and the premises.

17. The Purchasers hereby expressly declare and confirm that they have been disclosed by the Developers various terms, conditions, stipulations, etc. under the permissions, orders, approvals, sanctions/NOC granted by various Concerned Authorities as recited hereinabove as also various terms and conditions including with regard to the said Society/its member's area being the constructed area/premises to be provided to them. The Owners have also given certain undertakings for execution of the documents, etc. as recorded in the Consent Terms, referred hereinabove. The Purchasers independently as also jointly with the Purchasers of other premises in the building, on taking possession of their respective premises, shall comply with, fulfill, observe, perform and abide by all the terms, conditions, stipulations, etc. imposed by the Concerned Authorities while giving/granting various permissions, orders, approvals, sanctions/NOC as aforesaid as also the bye-laws of the Society. The Purchasers shall not object, dispute or challenge to all such terms and conditions as aforesaid.

18. The Developers hereby declare that the Floor Space Index presently available in respect of the said Property is as per

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presently sanctioned plans and other permissions, the Developers hereby reserve their right to consume and avail the benefit of balance FSI additional Buildable area as per the Development Policy as prevailing presently and/or in future and as may be permissible. In case the said Floor Space Index has been utilized by the Developers elsewhere, then the Developers shall furnish all the detailed particulars in respect of such utilization of said Floor Space Index by them at the time of execution of vesting document. In case while developing the said property, the Developers have utilized any further Floor Space Index of any other property by way of floating floor space index or Additional Buildable Area then the particulars of such Floor Space Index shall be disclosed by the Developers.

19. In the event of any of the portion of the said plot is being subject matter of any reservation including further reservation, set back, sub-station, etc. the Developers shall be entitled to comply with such reservations, handover such portion duly constructed or otherwise and claim, ask for, demand, recover and receive, compensation, benefits, in the form of development right or otherwise and use, utilize, consume and exploit the same in development of the said property as the Developers may deem fit and proper. In the event the Developers are unable to avail the potentiality in construction of the building, the Developers are entitled to avail such unutilized benefits/FSI by whatever name called

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and deal with, transfer or assign the same in open market and realize the sale proceeds thereof to themselves.

20. The Developers hereby represent and declare and the Purchasers hereby confirms and gives irrevocable consent that:

(i) If due to any change in the FSI Rules and more FSI becomes available (including on account of staircase, walls, lifts, balcony, passage, etc. and/or on the Fitness Center is being handed over to the Society) then in such event the Developers as contemplated in the said Development Agreement, shall be entitled to use, utilize, consume and exploit such FSI on the said plot by constructing additional floor/so the said building and/or extensions thereto.

(ii) If due to any change in the Development Rules and Regulations or by introduction of any policy by the Government of Maharashtra or any other Concerned Authorities any benefit of Fungible FSI and compensatory area or any other development potentiality by whatever named called and in all forms are available in respect of the said property/Plot, then in such event, subject to the terms of the said Development Agreement, the Developers alone shall be entitled to avail such benefit for which they are entitled to acquire and purchase such FSI in all forms as may be permissible and to use, utilize, consume and

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exploit the same by constructing additional floors on the said building or DRC, if permissible.

(iii) The Developers shall be entitled to do and perform all such acts, deeds, things and matters and to sign, execute and admit execution of all such documents, deeds, writings, applications, forms including modifications, amendments, changes, alterations, etc. in the said sanctioned plan and other permissions, as they may in their absolute discretion so desire.

(iv) The Purchasers hereby agrees and undertakes that he shall not obstruct or object or dispute to the right, title and interest of the Developers/Society in respect of the said additional F.S.I. and/or Additional Buildable Area available to the Developers and the said Owners as above and shall do and perform all such acts, deeds, things and matters and to sign and execute all such requisite confirmations, applications, consent, etc. if so required by the Developers.

(v) The Purchasers hereby irrevocably agree and undertake that they shall not claim or demand any compensation or benefit from the Developers in respect of the said benefit of additional FSI (of any type and manner) available to the Developers to use, utilize, consume and exploit the same by constructing additional structure or additional floors on the said building and/or extension thereto OR DRC, if permissible.

(vi) It is expressly agreed and understood that the right, title and interest of the Developers to avail the benefit

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of additional FSI and/or Additional Buildable Area benefit to use, utilize and consume the same in the said property or DRC shall be absolute as per the provisions of and contemplated in the said Development Agreement.

(vii) That the building under construction is deficient in open space, for which the Developers have paid necessary premium, as payable to the Concerned Authority and that the Purchasers shall not hold the Developers and/or MMC liable for such deficiency in open space, in future and hereby grant irrevocable and unconditional “No Objection/Consent” for the neighborhood development with deficient open space in future.

(viii) In the event in compliance of the provisions of the said Act and the Rules framed there under, if any, consent from the Purchasers herein along with other Purchasers (percentage of which as specified under the said Act/Rules) of premises in the building or any Resolutions of the Society being required, the Purchasers, on being requested shall give their consent and extend necessary co-operation without claiming any monetary or other benefits.

21. The Purchasers hereby confirm having granted their irrevocable power and consent to the Developers and agree:

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- a) that the Developers shall be entitled at all time to all FSI in respect of the said property/Plot whether available at present or in future including the balance FSI, DRC, the additional FSI available under the Rules and regulations of the Concerned Authorities from time to time and/or by any special concession, modification of present Rules and Regulations granting FSI available in lieu of the road widening, set back, reservation or otherwise howsoever;
- b) that under no circumstances the Purchasers will be entitled to any FSI in respect of the said property/Plot nor shall challenge the right of the Developers or any right to consume the same in any manner whatsoever;
- c) that the Developers shall subject to the provisions of the said Development Agreement be entitled to develop the said property fully by constructing and/or making additions in the said building and/or by constructing additional floors/structures/extension to the building so as to avail the full FSI permissible at present or in future on the said property inclusive for staircase, lift, passage, by way of purchase of floating fungible, premium FSI, free FSI or incentive FSI or any other FSI which may be available on the said property or acquired otherwise howsoever and including putting up any "additional construction" as mentioned above and on Developers selling the same and appropriating to themselves the entire sale proceeds thereof without the Purchasers or other acquirers of other premises in such

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building and/or the Society having any claim thereto or to any part thereof. The FSI of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Developers who shall be at liberty to use, deal with, dispose of, sell, transfer etc. the same in manner the Developers may choose. The Purchasers agree not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above. The Developers shall be entitled to consume such FSI by raising floor or floors on the said building and/or putting additional structures and/or by way of extension of any structure. The document vesting the title of the said property, building, etc. and transfer of rights and benefits of the Developers, as hereinafter mentioned shall be subject, inter alia, to the aforesaid reservation;

- d) that subject to what is contemplated in the said Development Agreement, the Developers alone shall be entitled to sell any part or portion of the said building including the attached open terrace/s or part of the said portion, parking space, or otherwise, open space including for use as a bank, offices or other non-residential use, display of advertisements/hoardings/self-branding, as may be permissible or ultimately may be permitted by the

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authorities concerned to admit without any objection the persons who are allotted flats/premises/units, etc. by the Developers as members of the said Society;

- e) not to raise any objection or interfere with Developers/the said Society rights reserved hereunder;
- f) to execute, any further or other writing, documents, consents etc. as required by the Developers for carrying out the terms hereof and intentions of the parties hereto;
- g) to do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications which the Developers in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement.
- h) since the Society has already been in existence, and has granted development rights under the said Development Agreement, the Purchasers shall not be entitled to claim any separate entity of the premises along with the Purchasers of the other premises from the Developers and shall become member of the Society. The Purchasers shall not claim any right under RERA for formation of any separate Society and/or execution of any vesting documents in view of the Consent Terms filed between the Society and the Owners as recited hereinabove and shall abide by the terms thereof.
- i) The aforesaid consent, authority and covenants being part of mutual agreement/understanding shall remain

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valid, continuous, irrevocable, subsisting and in full force even after the possession of the said premises is handed over to the Purchasers and/or possession of the building is handed over to the Society and vesting document is executed. The aforesaid covenants or such of them as the Developers may deem fit will be incorporated in the vesting document that shall run with the property.

22. The Purchasers hereby confirm that the consideration for sale and allotment of the premises has been fixed, considering that the Purchasers have agreed to the unconditional and irrevocable right and authority of the Developers as contemplated in the said Development Agreement and under these presents as also further agreed to pay, GST as may be applicable, etc. as mentioned under these presents and shall not obstruct, interfere, challenge, or dispute such rights of the Developers and shall extend necessary co-operation as may be required by the Developers and that Purchasers have undertaken timely payment of various amounts including various charges, deposits, taxes, etc. as mentioned under these presents and that on completion of the Project, the Developers shall cause the Society to admit, enroll and accept the Purchasers as its members.

23. The Developers, hereby represent and warrant to the Purchasers as follows:

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- (i) The Developers, by virtue of and under the documents including Development Agreement, Individual Agreements executed with the members of the Society, have absolute, clear and marketable title and right to carry out development on the said Property/Plot, the requisite rights to carry out development upon the said Property/Plot and possession thereof for the Project;
- (ii) The Developers have lawful right and requisite approvals obtained from the Competent Authorities to carry out development of the Project;
- (iii) There are presently no encumbrances upon the said Property as represented by the Owners and the Society under the said Development Agreement and other documents, so executed and there are no encumbrances so far as the Developers are concerned in respect of the Project;
- (iv) There are no litigations pending before any Court of Law with respect to the said Property/Project;
- (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, said Property/Plot and the Flat so far issued are valid and subsisting and have been obtained by following due process of law. Further, the Developers have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Plot, Building and Flat and common areas;
- (vi) The Developers have the right to enter into this Agreement and have not committed or omitted to

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perform any act or thing, whereby the right, title and interest of the Purchasers created herein, may prejudicially be affected;

(vii) The Developers have so far not entered into any Agreement for Assignment of Development Agreement or any other Agreement/ arrangement with any person or party with respect to their right to carry out the development as envisaged in the said Development Agreement and the said Flat/premises which will, in any manner, affect the rights of Purchasers under this Agreement;

(viii) The Developers confirm that the Developers are so far not restricted in any manner whatsoever from selling the said Flat to the Purchasers in the manner contemplated in this Agreement;

(ix) At the time of execution of vesting documents as contemplated in the said Development Agreement by the said Owners in favor of the Society and/or as contemplated in the said Act, the Developers shall handover lawful, vacant, peaceful, physical possession of the common areas to the Society;

(x) As represented by the Owners and as far as they are concerned the Plot is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Plot;

(xi) The Developers as contemplated in the said Development Agreement have duly paid and shall

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continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the Competent Authorities.

(xii) So far no notice from the Government or any other local body or authority or any legislative enactment, government, ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developers in respect of the said Plot and/or Project.

24. The Developers have presently taken insurance as may be notified by the Appropriate Authorities of Government of Maharashtra and MMC, as to the construction of the building and have paid the premium and the charges payable in respect thereof. The Developers shall continue to take insurance of the building till handing over the possession of the building to the Society and shall transfer benefit of such insurance in favor of the said Society of the remaining period of such insurance. The insurance shall be for the benefit of the Purchasers of the premises. The Developers shall handover the insurance policy and other related documents to Society.

25. The Developers hereby agree that they shall before handing over possession of the said Premises to the Purchasers and in any event before execution of vesting document by the

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said Owners as contemplated in the said Development Agreement read with the Consent Terms as recited hereinabove in favor of the Society make full and true disclosure of the nature of their right to carry out re-development on the said property as well as encumbrances, if any, including any right, title and interest or claim of any party or persons whatsoever in and over the said Property and shall as far as practicable ensure that their right of development on the said Property/Plot is free from all encumbrances.

26. After transfer of the said plot in favor of the Society, the Purchasers and the said Society shall preserve and maintain the various documents such as Ownership document, copies of IOD, CC, subsequent amendments, O.C., canvas mounted plans, soil investigation reports, RCC details & plans, structural stability reports, details of repairs carried out in the building, supervision certificates of Licensed site supervisor, various NOCs and completion certificates issued by licensed surveyors, Architect, CFO, etc. Even after the transfer of the said plot, the Society and the Purchasers shall be responsible to carry out periodical structural audit of the building along with fire safety audit from time to time as per requirement of CFO through authorized agency of MMC and shall preserve and maintain the subsequent periodical structural and fire audit reports and repair history of the said building and shall comply with fulfill and abide by the terms

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of all the permissions/sanctions certificates etc., issued/to be issued hereafter by the Concerned Authorities.

27. Time is essence for the Developers as well as the Purchasers. The Developers, subject to the events of force majeure, shall abide by the time schedule for completing the project and handing over the Premises/Flat to the Purchasers and the common areas to the Society after receiving the Occupancy Certificate. Similarly, the Purchasers shall make timely payments of the installments and other dues payable by them and meeting the other obligations under the Agreement.

28. If the Developers fail to abide by the time schedule for completing the project and handing over the premises/flat to the Purchasers, the Developers agree to pay to the Purchasers, who does not intend to withdraw from the project, interest as specified in the Rule, on the amounts of consideration so paid by the Purchasers, for every month of delay, till the handing over the possession. The Purchasers agrees to pay to the Developers, interest as specified in the Rule, on all the delayed payment which become due and payable by him, to the Developers for the period of delayed payment (i.e. from date the payment becomes due and payable till date of actual payment, both dates inclusive, subject however to the right and authority of the Developers to cancel and terminate this Agreement).

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29. Without prejudice to the right of the Developers to charge interest in terms of sub clause no. 10(a) above, on the Purchasers committing default in payment on due date of any amount due and payable by him to the Developers under this Agreement (including his proportionate share of taxes levied by Concerned Local Authority and other outgoings) and on the Purchasers committing and default of payment of installments, the Developers shall at their own option, may terminate this Agreement:

(a) Provided that, Developers shall give notice of 15 (Fifteen) days in writing to the Purchasers, by Registered Post AD at the address provided by the Purchasers and/or mail at e-mail address, if so, provided by the Purchasers, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions and default in payment in respect of which it is intended to terminate the Agreement. If the Purchasers fail to rectify the breach or breaches and/or remedy the default mentioned by the Developers within the period of notice then at the end of such notice period, this Agreement shall stands terminated/cancelled without any further communication to the Purchasers.

(b) Provided further that upon termination of this Agreement as aforesaid, the Developers shall refund to the Purchasers his Bankers/Lenders, after deducting

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05.00% (five percent) of the consideration amount, towards administration cost, (which the parties hereto consider as reasonable in nature of liquidated damages, and not as in nature of penalty) within a period of 30 (thirty) days of the termination, the installments of sale consideration of the premises/flat which may till then have been paid by the Purchasers to the Developers. However, such amount shall be refunded only against the Purchasers having executed and got registered the Deed of Cancellation with usual covenants and return of Original of these presents. The refund against GST paid by the Purchasers will be as per the norms of the GST Act, 2017. In the event the Purchasers have taken housing finance/loan from his banks/financial institutions, then in such event the aforesaid amount shall be refunded directly to the banker/financial institution against return of the Original of the Agreement so deposited as security, duly cancelled and on execution and registration of necessary document.

- (c) On termination, the Developers will be free to deal with the premises as they deem fit even without executing necessary deed of cancellation. Purchasers confirms the same and shall not dispute the same or create any false case /claims on the promoter or the premises.

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30. The Developers, subject to what is contemplated under these presents including events of force majeure, shall offer possession of the said premises on or before 30th May, 2025, provided the Developers have received the full purchase price of the said premises/flat and other amounts payable by the Purchasers to the Developers under these presents. The Developers shall be entitled to a reasonable extension of time if they are unable to deliver the possession of the Premises by the aforesaid date, if the completion of the project is delayed, by reason war, civil commotion, pandemic, lockdown or any act of God or if any notice, order, rule or notification of the government and/or any other public or competent authority or Court or delay in construction due to nuisance caused by the Owners/Occupants of neighbouring buildings or for any other reasons beyond the control of the Developers which also includes any litigation by the Society and/or the Owners. And if the Developers are unable, or fail, to give possession of the Premises to the Purchasers within the time period specified herein above, or within any further time period, and not on account of reasons mentioned herein above, then in such case, (i) the Purchasers, who intends to withdraw from the Project, shall be entitled to give notice to the Developers terminating the Agreement, in which event, the Developers shall after the receipt of such notice, refund to the Purchasers within 30 (thirty) days of notice, the amounts that may have been received by the Developers from the Purchasers as and by way of instalments of part-

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payment in respect of the Flat, as well as interest @ State Bank of India highest Marginal Cost of Lending Rate plus 02.00% (Two percent) per annum from the date of receipt till repayment of such amounts. In this event neither party shall have any other claim against the other in respect of the Flat or arising out of this Agreement and the Developers shall be at liberty to sell and dispose the said Flat to any other person/s at such price and upon such terms and conditions as the Developers may deem fit, and the Purchasers, who do not intend to withdraw from the Project, shall be entitled to interest @ State Bank of India highest Marginal Cost of Lending Rate plus 02.00% (Two percent) per annum on the amounts paid by the Purchasers for every month of delay till handing over the Possession.

31. The Developers shall offer possession of the said Flat to the Purchasers within 07 (seven) days from receipt of occupation certificate from competent authority, provided that all the amounts due and payable by the Purchasers under this Agreement are paid to the Developers. The Developers shall inform the Purchasers by written notice that the Premises are ready for use and occupation and the Purchasers shall take possession of the Flat within 15 (Fifteen) days from the date of such intimation and shall execute necessary indemnities, declarations, undertakings and such other documents as may be informed by the Developers. In case the Purchasers fail to take possession of the Flat within 15 (Fifteen) days from the date of such

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written notice, the Purchasers shall be liable to bear and pay all premium, taxes and charges for electricity and other services and the outgoings including but not limited to maintenance charges payable in respect of the Flat from the date of receipt of occupation certificate.

32. The Purchasers shall check the fixtures and fittings in the said premises before taking possession of the same. Thereafter, the Purchasers shall have no claim against the Developers in respect of any item or work in the said premises or in the said building/s which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specifications and/or this agreement and/or otherwise howsoever in relation thereto. Provided that, within a period of 05 (Five) years from the date of Occupation Certificate, if the Purchasers brings to the notice of the Developers any structural defect in construction of the premises or the building or any defects on account of workmanship, quality or provisions of service (barring wear and tear or misuse) then, wherever possible such defects shall be rectified by the Developers at their own cost with best possible material, subject however that the Purchasers herein and Occupiers/Purchasers of other premises in the building are not guilty of any act of omission or commission including demolition of any wall, internal charges changes, alteration in the premises, removal of flooring, removal of any fixtures, damaging any walls, floorings, ceilings, R.C.C. Construction, alteration in

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toilets, kitchen etc. and have fully performed and complied with their part of the obligations and covenants contained under these presents in their respective premises and the building and that such defects have caused due to earthquake, war, riots etc.

33. The Purchasers shall use the said Premises and every part thereof or permit the same to be used only for the purposes as may be permissible in the approved plan including amendment therein. He shall use the car parking space, so allotted in writing only for purpose of keeping or parking the Purchasers own vehicle. The Developers shall have full right, absolute authority and are entitled to allot car parking space to such of the Purchasers of Developers as the Developers may deem fit and the Purchasers shall not object or dispute to the same.

34. The Purchasers along with other Purchasers of premises, shall after payment of full consideration money to the Developers and after the Developers hand over possession of all the premises, become member of the said Society and shall submit all the forms, applications, undertakings, affidavits, etc. through the Developers and shall become member and shareholder of the Society and shall comply with, fulfill, observe, perform and abide by all the rules, regulations, bye-laws of the Society and shall bear, pay and discharge all the outgoings, taxes, charges, deposits, etc. as may be required to be paid to the Society. It is expressly

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agreed and understood that since the Society is already in existence and has agreed to accept and enrol/admit the Purchasers of premises from the Developers in terms of the Development Agreement, the Purchasers/s shall not be entitled to seek any equity under the provisions of RERA and the rules framed there under and claim formation of independent or separate Society of the Purchasers of premises from the Developers.

35. After having expired the period of notice in writing on being given as above by the Developers to the Purchasers that the premises is ready for use and occupation, the Purchasers on being required and called upon by the Developers shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet area of the premises) of all outgoings in respect of the said Flat/plot and building, namely local taxes, betterment charges and such other levies by the Concern Local Authority MMC/MHADA and/or Government Authorities towards water charges, property taxes, insurance, common lights repairs and salaries of clerks, bill collectors, chowkidars, sweepers, drivers, maintenance of main water pump, auxiliary water pump, lifts, common area and all other expenses necessary and incidental to the management and maintenance of the said plot and buildings. The Purchasers shall also be liable to pay to the Developers his share for payment of development and infrastructure charges/deposits etc. as may be demanded by the Developers. Until the management and affairs of the

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new building are handed over to the Society, the Purchasers shall continue to pay all the aforesaid charges, etc. to the Developers and thereafter the same shall be paid to the said Society. The amounts so paid by the Purchasers to the Developers shall not carry any interest and remain with the Developers until the vesting document is executed in favour of the Society as aforesaid, subject to the provisions of the applicable law. On such vesting document being executed, the aforesaid deposits (less deduction provided for in this agreement and after adjustment/reimbursement of their (Developers') claims) shall be paid over by the Developers to the Society. In the event, if the Purchasers cause any delay or commit default in payment of the aforesaid amounts/and/or arrears, if any, the Society shall collect such amounts on behalf of the Developers and either pay/reimburse the same to the Developers to enable them to discharge their obligation or pay such amount/s directly to the Concerned Authorities.

36. It is expressly agreed and understood that the Developers shall not be held liable or responsible to bear, pay and/or discharge any amount towards taxes, (other than property tax), rates, outgoings, maintenance charges etc. in respect of the unsold premises/flats/car parking etc. to the Society. The Purchasers herein shall not individually or with other Purchasers of premises claim or demand any such amount from the Developers. All the benefits including towards payment of taxes, maintenance and other charges in respect

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of the unsold premises/parking space, even after possession of other premises are handed over to other Purchasers from the Developers. The Purchasers and Society shall extend all co-operation including furnishing all relevant information and submit documents, etc. to the Concerned Authority under intimation to the Developers.

37. In respect of the unsold flats/premises, if any, after the Developers have obtained Occupation Certificate/Part-Occupation Certificate from the Municipal Corporation of Greater Mumbai, the Developers as contemplated in the said Development Agreement shall reimburse only the property tax, if so, claimed and demanded by the Concerned Authorities of MMC including Assessment and Collection Department in respect of the unsold premises and that the Developers shall not be held liable or responsible to contribute any amount towards sinking fund, repairs, water charges, gardening, security charges, etc. or for any other funds, deposits, etc. which the Society may claim from the Purchasers occupying their respective premises, under its Bye-laws or Rules and Regulations.

38. The Purchasers, before taking possession of the said premises shall pay to the Developers the following amounts:-

Share application and membership to Society

One-year advance maintenance `5,00,000.00

Deposit for gas, electricity etc. as actual

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The amount paid or payable to the Developers by the Purchasers under this clause is non-refundable and non-accountable and shall not carry any interest. The Developers shall not be liable to render any accounts of such amounts or deposit to such Purchasers or Society at any time.

39. Until the Developers hand over the vesting document to the Society, the Developers shall raise bills/demand letters periodically on the Purchasers in respect of his proportionate share of payment of outgoing for the said premises in advance for each month from the date of Occupation Certificate and the Purchasers shall duly pay and discharge the same regularly within 07 (seven) days of the date of the bills, after the advance maintenance charges as stated above get exhausted, and Purchasers shall not withhold the same for whatsoever reason. The amount paid by the Purchasers shall not carry any interest and the same shall remain with the Developers until the deed/s of transfer is/are executed and the management of the said building are handed over to the Society as the case may be, where upon the Developers shall pay upon after making deduction and utilizeing, appropriating and adjusting amount therefrom or otherwise, to the Society. The Developers shall not be liable to render the account of the amount mentioned above individually to the Purchasers at any time.

40. The Developers shall maintain a separate account in the books in respect of sums received by the Developers from

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the Purchasers as advance or deposit, sums received on account of the share capital to be given to the Society on or towards the outgoings and shall utilize the amounts only for the purposes for which they have been received.

41. It is also understood and agreed by and between the parties hereto that the terrace space, if any, in front or adjacent to a flat/premises in the said building shall belong exclusively to the respective flat Purchasers thereof along with the said flat/premises and such terrace space is intended for the exclusive use of the respective terrace flat Purchasers. Such terrace shall not be enclosed by such Purchasers, if so allotted, unless and until the permission in writing is obtained from the Concerned Local Authority that is MMC and the Developers or the Society for that purpose.

42. It is also hereby expressly agreed that so long as it does not in any way effect or prejudice the right created in favour of the Purchasers/s in respect of the said flat, the Developers shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of their right, title and interest in respect of the unsold premises in the said building or in any other manner they deem fit.

43. The authority of the Society in terms of the said Development Agreement or the Purchasers herein and the Purchasers of other premises shall be subject to the overall power control and authority of the Developers in any of the

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matters concerning the building and other structures on the said plot, the construction and completion of buildings thereof and all amenities pertaining to the same and in particular the Developers shall have absolute authority and control as regard the unsold flats/garages/parking spaces/terraces/hoardings etc. and disposed thereof.

44. The Purchasers, for himself, with intention to bind all persons (into whosoever hands the premises may come) doth hereby covenants with the Developers as follows:-

- a)** Not to cause any nuisance, obstruction, or interference to the construction of the building on the said Plot during the construction period and extend all necessary co-operation as may be required by the Developers;
- b)** To maintain the premises/flat agreed to be sold under this agreement at his own cost in good tenantable repair and condition from the date the possession of the premises is taken and shall not do or suffered to be done anything in or to the building in which the premises is situated, staircase or any passage, which may be against the rules, regulations or bye laws of concerned local or any other authority or change alter or make addition in or to the building in which the premises is situated and the premises itself or any part thereof;
- c)** Not to store in the premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the

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building in which the premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or are likely to damage the staircases, common passage or any other structure of the building in which the premises is situated, including entrances of the building in which the premises is situated, and in case if any damage is caused to the building on account of negligence or default of the Purchasers, in this behalf, the Purchasers shall be liable for the consequence of the breach;

- d) To carry at his own cost all internal repairs to the said premises and maintain the premises in the same conditions, state and order in which it was delivered by the Developers to the Purchasers and shall not do cause to be done anything in or to the building in which the premises is situate or the premises which may violate the rules and regulations and bye laws of the Concerned Local Authority including MMC or other Public body/Authority and/or against the rules, regulations and bye-laws of the Society. And in the event of the Purchasers committing any act in contravention of the above provision the Purchasers shall be responsible and liable for the consequences thereof to the Concerned Local Authority and/or other Public Authority and/or the Society;

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- e) Not to demolish or cause to be demolished the premises agreed to be allotted under these presents or any part thereof, nor at any time make or cause to make any addition or alteration of whatever nature therein or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the premises is situated and shall keep the partition, sewers, drains pipes in the building premises and appurtenances thereto in good tenable repair and condition and in particular, so as to support shelter and protect the other parts of the building in which the premises is situated and shall not chisel or in any other manner do damage to columns, beam, walls, slabs or RCC Partis or other structural members in the premises without the prior written permission of the Developers and/or the Society.
- f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Plot and the building in which the premises is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance if so taken.
- g) Not to throw dirt rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said plot and the building in which the premises is situated.
- h) Pay to the Developers/Society within 07 (seven) days of demand by the Developers/Society his share of security deposit demanded by Concerned Local

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Authority, MMC or Government for giving water, electricity or any other service or connections to the building in which the said premises is situated over and above the amounts mentioned herein.

- i)** To bear and pay in proportion increase in local taxes, water charges, outgoings and such other levies, GST as may be applicable, if any, which are imposed or levied by the Concerned Local Authority and/or Government and/or other public authority, on account of change of user of the premises by the Purchasers viz user for any purposes other than for residential purpose or for any other purpose or reason whatsoever;
- j)** Not to sell, not let, sublet, sale, transfer assign or part with possession their interest or benefit of this Agreement until the balance consideration and all the dues payable to the Developers under this agreement are fully paid and only if the Purchasers had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchasers have obtained prior consent in writing from the Developers and from the Society after taking possession of the premises.
- k)** To comply with, observe and perform all the rules and regulations which the Society has adopted and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the

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building rules, regulations and bye-laws for the time being of the Concerned Local Authority including MMC and of Government and other public bodies. The Purchasers shall also observe and perform all the stipulation and conditions laid down by the Society regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement:

- l)** Not to keep anything in the common passage, staircases, terraces, walls or any other common place and not to hang any sign boards, hoardings, name boards etc. in passage or inner or outer wall of the Building;
- m)** Not to demand, at any time, partition by meets and bounds of Purchasers interest in the Premises and/or the Building, it being an express and specific intention of the parties hereto that the interest of the occupants in the Premises and in the Building shall always be impartible;
- n)** Not to use the refuge area provided in the Building for any purpose whatsoever as the same is exclusively provided for a refuge in case of fire in the Building;
- o)** Not to do any act or deed which shall be in violation of the terms and conditions attached to the various sanctions/approvals/NOCs etc. set out in the recitals hereinabove;

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- p) Not to object and consent for any variations in color, size and design etc. of the tiles, marble, granite, stones or any other construction material provided in the premises during repairs/replacement which are beyond control of the Developers.
- q) Till the vesting document as contemplated in the Development Agreement in respect of the said plot on which the building is being constructed is executed and even thereafter till the Developers have used utilized and consumed all the FSI available presently or in future the Purchasers shall permit the Developers and their surveyors agents and authorized persons with or without workmen and others, at all reasonable times, to enter into and upon the said property and/or building or any part thereof as also of the said premises agreed to be allotted under these presents to view and examine the state and condition thereof and further construction;
- r) The Purchasers shall sign and execute all documents, forms, applications, writings, affidavits, etc. as may be required by the Developers for effectually carrying out intention of the parties including to enable the Developers to complete the project as contemplated under these presents;
- s) The Purchasers shall either independently and/or jointly with other Purchasers comply with, fulfill, observe and perform all obligations and covenants on his part contained under these presents;

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45. The nature, extent and description of the “common area and facilities” and of the “limited common areas and facilities” shall save and except what is contemplated hereinabove and hereinafter:

(a) **Common areas and facilities:**

Compound of the building i.e. the open area appurtenant to the building but excluding the open and/or podium car parking spaces in the compound, if allotted to the respective Purchasers if constructed;

(b) **Limited common areas and facilities:**

- (i) Entrance lobby and foyer of the building;
- (ii) The staircases, lift, lift lobbies, fire escapes, common entrance, play area, storage spaces, installations, various other facilities provided in the building including main/mid landing, for the purpose of ingress and egress but not for the residence or for sleeping;
- (iii) Terrace above the top floor of the building i.e. way going to water tank and staircase cabin for being used as an open terrace by the members but not for putting up any construction or as a play area or for pounding of “masala” or any such objectionable user;
- (iv) Any other area as mentioned in the said Development Agreement and agreed with the Society;

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46. All the deposits payable to the MMC, BEST undertaking, Electricity Board, Reliance Energy, Mahanagar Telephone Nigam, MGL, for water connection, electricity connection, drainage charges, telephone connection or of permanent deposits in respect of the said building which become payable shall be paid by the Purchasers over and above charges mentioned herein.
47. The Developers will, at all times, be entitled to install the logos and/or name boards and/or put up advertisements boards/hoarding, etc. of the Developers, and/or its Group Companies, (hereinafter referred to as the displays) with various devices (including electronic, laser and neon signs) in one or more places on the Buildings, on open space/s, the terraces of the said buildings and the compound walls of the property. The Developers and/or its Group Companies will not be liable to make any payment of any nature to the Society in the said building in respect of the said displays and the same shall be permanent.
48. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said property and building or any part thereof. The Purchasers shall have no claim save except in respect of the premises hereby agreed to be allotted and sold to them and all open spaces, parking spaces, lobbies, staircases, terraces on the building, recreation spaces etc.

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will remain the property of the Developers until the said property and building are transferred to the Society as hereinbefore mentioned and till all the FSI available presently or in future benefits are used utilized and consumed and TDR, if any.

49. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance of giving of time to the Purchasers by the Developers shall not be construed as a waiver on the part of the Developers of any breach or noncompliance of any of the terms and conditions of this agreement by the Purchasers or shall the same in any manner prejudice the rights of the Developers.

50. The Purchasers and/or the Developers shall present this agreement as well as the vesting documents at the proper registration office for registration within the time limit prescribed by the Registration Act and the Developers/and their representatives will attend such office and admit execution thereof, on intimation being received by them from the Purchasers in writing.

51. It is specifically and expressly agreed that in the event of the Developers requiring to install or erect any structure or room for the purpose of installation of Transformer or any other instrument to obtain necessary supply of electricity for the building to be constructed on the said property from B.S.E.S./BEST/Reliance Energy/Tata Power/Electricity

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Board or any other Concerned Authorities either within the said property or the building to be constructed thereon then in such event the Purchasers shall bear and pay the said outstanding charges deposits and expenses to be incurred paid or deposited with the said or to any other concerned authorities for the said purpose, proportionately as may be decided by the Developers. The Developers shall not be liable to bear and pay the said expenses, charges or deposits as may be required to obtain electricity supply from the said Electricity Board and authorities & also authorize Developer to issue Consent Letter on their behalf.

52. The Developers, subject to the provisions of the said Act and subject to what is contemplated in the Development Agreement, shall be at full liberty to assign, mortgage or create any right or otherwise deal with their right and interest of the development and/or the unsold premises subject to the rights of the Purchasers under this Agreement. The Purchasers hereby gives his express consent and further undertake to give consent as and if so required under the said Act and the Rules framed there under or shall be party to the Resolution on being required to pass by the requisite number of Purchasers of premises from the Developers or the Society to enable the Developers to raise any loan against the security or mortgage of their right under the said Development Agreement as also the premises available to them for free sale (not being the premises allotted to the Purchasers under these presents) and for mortgaging the

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same with any bank/s, NBFC and/or PMC or any other party. This consent is on express understanding that any such loan liability shall be borne by the Developers at their expenses and shall be paid before the possession of their premises is handed over to the Purchasers. On the Developers informing to the Purchasers of their having availed such finance, the Purchasers shall pay the balance of the consideration in the manner as set out in Schedule of Payment payable in the bank account so maintained by the Developers in terms of the documents executed with the bank/financial institution and/or under the provisions of the said Act.

53. The Developers shall in respect of any amount remaining unpaid by the Purchasers under this Agreement have first lien and charge on the said flat agreed to be purchased by the Purchasers.

54. It is expressly and specifically agreed understood and confirmed by the Purchasers that till execution of the vesting documents in terms of the said Development Agreement read with the Consent Terms referred hereinabove in the recitals and/or the provisions of the said Act in respect of the said plot and the building and even after execution of such documents in favor of the Society, the Developers shall have full right, power and absolute authority to deal with or dispose off the unsold flats/premises etc. which are in the name of the Developers or their nominee to the person or persons of their choice and

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to their absolute discretion to which, the Purchasers herein and other Purchasers, shall have no right or authority to object or challenge the same. On the Developers intimating to the Society the name or names, of the Purchasers or Purchasers of such unsold flats/premises, etc. the Society shall admit and accept such person/persons as their member/s without claiming any charges/Transfer charges, Donation, etc., and shall issue/transfer share certificate in favor of such person/persons without charging/recovering any premium, fees, donation or any amount of whatsoever nature for such transfer.

55. It is expressly agreed and confirmed by the Purchasers that he shall be bound and liable to bear and pay and discharge his proportionate share of taxes, rates, charges, cesses, maintenance charges and all other expenses, penalties, premium duties, outgoings etc. payable in respect of the premises agreed to be purchased by the Purchasers under this Agreement, on expiry of 15(fifteen) days from the date of Developers intimating to the Purchasers to take possession of the premises agreed to be purchased by the Purchasers or OC, whichever is earlier. Such date of handing over the possession of the said premises will be intimated by the Developers to the Purchasers at their address given in paragraph herein by post under certificate of posting or email. The intention of the parties hereto being clear that irrespective of the fact whether the Purchasers takes possession of the premises agreed to be purchased by him

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under these presents on the date intimated by the Developers as aforesaid or not, or whether the Developers demand for the same or not, the Purchasers shall without any reservation or objection bear pay and discharge his share of the aforesaid taxes, charges, cesses, rates, maintenance charges expenses, penalties, duties, premium and outgoings, etc. of the said premises and the said building. The decision of the Developers as regards the time period, proportion of the amount demanded shall be final and binding upon the Purchasers.

56. The Developers at their option subject to the terms of the said Development Agreement be entitled to carry and complete the development of the said plot either by themselves or through their Contractors or otherwise on such terms and conditions as they may decide and execute necessary documents as authorized under the said Development Agreement. However, such transaction shall be subject to these presents and allotment of premises to the Purchasers under these presents. No separate consent in writing or otherwise is required to be obtained from the Purchasers unless so required under the said Act.

57. The Purchasers shall observe, perform and abide by all the conditions and stipulation contained in the permissions, sanctions and approval given granted by the Concerned Authorities including of MMC/MHADA.

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58. Forwarding this Agreement to the Purchasers by the Developers does not create a binding obligation on the part of the Developers or the Purchasers until, firstly, the Purchasers sign and deliver this Agreement with all the schedules along with the payment due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Purchasers and secondly, appears for registration of the same before the Concerned Sub-Registrar as and when intimated by the Developers. If the Purchasers fails to execute and deliver to the Developers this Agreement within 30 (Thirty) days from the date of its receipt by the Purchasers and/or appear before the Sub-Registrar for its registration as and when intimated by the Developers, then the Developers shall serve a notice to the Purchasers for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchasers, application of the Purchasers shall be treated as cancelled and all sums deposited by the Purchasers in connection therewith including the booking amount shall be returned to the Purchasers without any interest or compensation whatsoever, after deducting the amounts specified above for the cancellation of the flat by Purchasers.

59. This Agreement along with its schedules, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter,

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correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Premises/Flat, as the case may be.

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

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

62. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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63. Wherever in this Agreement it is stipulated that the Purchasers has to make any payment, in common with other Purchasers in project, the same shall be the proportion which the carpet area of the Premises/Flat bears to the total carpet area of all the Premises/Flat in the project.
64. 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.
65. The execution of this Agreement on being stamped under the provisions of Bombay Stamp Act, and shall be complete only upon its execution by the Promoter through their authorized signatory at the Developers' Office, or at some other place, which may be mutually agreed between the Developers and the Purchasers and only after the Agreement is duly executed by the Purchasers. On the execution these Agreement, the same shall be registered at the office of the Concerned Sub-Registrar.
66. In case there are Joint Purchasers, all communications shall be sent by the Developers to the Purchasers whose name appears first and at the address given by him/her which shall

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for all intents and purposes to consider as properly served on all the Purchasers.

67. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
68. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts at Mumbai will have the jurisdiction for this Agreement.
69. The Purchasers shall alone bear and pay penalties and other costs, charges and expenses in respect of this agreement, other than Stamp Duty and Registration Charge and proportionately on vesting documents, etc. if so payable, and the Developers shall not be held liable or responsible for payment or contribution towards such amounts. The Purchasers shall lodge this Agreement and along with other Purchasers of premises and/or cause the Society to lodge the document for registration before the Concerned Sub-Registrar of Assurances within the time limit prescribed under the Registration Act. The Developers shall attend within the time limit prescribed under the Registration Act. The Developers shall attend the office and admit execution

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thereof after the Purchasers informs the Developers the number under which this Agreement is and other documents are lodged for registration.

70. The Developers has obtained a loan facility from ICICI Home Finance Company Limited pursuant to a Credit Agreement dated 18.10.2022, and pursuant thereto the Developers have executed Registered Indenture of Mortgage dated 01.11.2022 in favour of ICICI Home Finance Company Limited, whereby, the Developers have created a Mortgage/charge in respect of the said building including the unsold flats therein to ICICI Home Finance Company Limited as security for re-payment of the loan and all other amounts payable by the Developers to ICICI Home Finance Company Limited under the terms of the Loan Agreement executed with ICICI Home Finance Company Limited. Furthermore, as per the terms of the said Loan Agreement, all amounts realised by the Developer from the sale of all the flats in the said building are required to be deposited by the Developers in the –

Account Name :	
Account Number :	
IFSC Code :	ICIC0000004
Bank Name :	ICICI Bank Ltd.,
Branch :	Nariman Point

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71. Prior to the execution of these presents and in accordance with the terms agreed between the Developers and ICICI Home Finance Company Limited, the Developer has obtained a No Objection Letter dated _____ from the aforesaid ICICI Home Finance Company Limited and a copy of the same is annexed hereto as Annexure ___.

72. All notices, intimations, letters, communications etc. to be served on or given to the Purchasers as contemplated by this Agreement shall be deemed to have been duly served by post under Certificate of Posting/Courier/Registered A.D./Ordinary Post at his address as specified below or email mentioned below:

_____.

Mobile No.: +91 _____

Email ID.: _____

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

THE LAND

all that piece or parcel of land admeasuring 3110.00 sq.yds. Equivalent to **2600.35** Sq.mtrs. or thereabouts situate on and being plot nos. 54 to 57, of the Matunga Division in City and Island and Sub-

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Registration District of Mumbai known as **RIDDHI SIDDHI APARTMENT** and bounded as follows:

On the North East : By 130 feet Road and
Road No.15.

On the South East : By Plot No. 53

On the South West : Partly by Plot No.41,
and Partly by Plot No. 38,
39 and 40

On the North West : By Plot No. 58

THE SECOND SCHEDULE ABOVE REFERRED TO:

DETAILS OF FLAT

The premises being Flat No. _____ admeasuring about _____ sq. mtr. (equivalent to _____ sq. ft.) as per RERA on the _____ Floor in the Building known as “**Riddhi Siddhi Apartment**” along with _____ (_____) parking spaces on Mechanical/Stilt/Podium.

LIST OF FLAT AMENITIES TO BE SEPARATELY SET OUT

IN ANNEXURE: J

- Multi-level Podium Car Parking
- Elegant Entrance lobby at Ground level
- Fitness Centre
- Swimming Pool

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- Garden
- Compound wall with main entrance gates
- Power Back-up Generator
- 4 High Speed elevators
- Common Servants toilets at each mid-level landing
- Fire Fighting System
- Under Ground and Overhead Water Tanks
- Meter Room
- Society Office
- CC TV security system
- Intercom facility in entire building.
- Modern elevation design of the building from renowned Architects.
- Provision for rain water harvesting.
- Fully paved compound.
- Security cabin.
- Entire compound lighted with decorative lights.

LIST OF COMMON AREAS FACILITIES

(NOTE: THIS HAS BEEN PARTLY INCORPORATED IN THE AGREEMENT WHICH CAN BE MODIFIED, IF SO REQUIRED OR A SEPARATE LIST CAN BE ANNEXED)

- Multi-level Podium Car Parking
- Elegant Entrance lobby at Ground level
- Fitness Centre
- Swimming Pool
- Garden

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- Compound wall with main entrance gates
- Power Back-up Generator
- 4 High Speed elevators
- Common Servants toilets at each mid-level landing
- Fire Fighting System
- Under Ground and Overhead Water Tanks
- Meter Room
- Society Office
- CC TV security system
- Intercom facility in entire building.
- Modern elevation design of the building from renowned Architects.
- Provision for rain water harvesting.
- Fully paved compound.
- Security cabin.
- Entire compound lighted with decorative lights.

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	L.H.T.I
SIGNATURE	

by the withinnamed

)

“DEVELOPERS”)

M/S. SOBHANIYE JP DEVELOPERS)

By the hands of its Designated Partner)

MR. _____)

In the presence of)

1)

2)

SIGNED SEALED AND DELIVERED)

by the withinnamed “**PURCHASERS**”)

MR. _____)

	L.H.T.I
SIGNATURE	

MR. _____)

Housiey.com

	L.H.T.I
SIGNATURE	

In the presence of _____)

1)

2)

RECEIPT

RECEIVED from **MR.** _____ and **MR.** _____ a sum of
, _____ .00 {Rupees _____ only} by _____ dated _____
against earnest money/part-consideration of Flat bearing
No. _____ on _____ Floor in “**Riddhi Siddhi Apartment**” Plot
No.54-57, R. A. Kidwai Road, Matunga (C.R), Mumbai – 400
019.

Mumbai: _____

For: **Sobhaniye JP Developers**

Partner