

Housiey.com

**THIS AGREEMENT** is made at Mumbai this \_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_

Between

**Messrs. MARIGOLD REALTY,**

a partnership firm registered under the provisions of the Indian Partnership Act, 1932 carrying on business of developers of real estate and having their Principal Place of Business at Suite 211, Avior, Nirmal Galaxy, Lal Bahadur Shastri Marg, Mulund (West), Mumbai 400 080, and assessed to Income Tax under Permanent Account Number **AAUFM 9385 J,**

hereinafter called "**the PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners for the time being of the said firm, the survivors or survivor of them and the heirs executors and administrators of the last surviving partner and his / her / its assigns) of the **One Part** and

**MR. / MRS. / MISS / MESSRS.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, residing / having his / her /  
their / its address at \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ and assessed to  
Income Tax under Permanent Account No. \_\_\_\_\_

\_\_\_\_\_

hereinafter called "**the ALLOTTEE**" (which expression shall in the case of individuals mean and include the female gender and the plural and unless it be repugnant to the context or meaning thereof mean and include his / her / their respective heirs executors administrators and permitted assigns, and in the case of a partnership firm the partners for the time being thereof, the survivors or last survivor of them and the heirs, executors and administrators of the last survivor of them and his / her / their / its permitted assigns, and in the case of a Company / Society / Limited Liability Partnership its successors and permitted assigns, and in all cases all persons claiming by under or through such Allottee including his / her / their / its successors-in-interest) of the **Other Part** :

**W H E R E A S :**

1. Prior to 13<sup>th</sup> October 1969, one Minerva Dealers Private Ltd. was seized and possessed of or otherwise well and sufficiently entitled to several vacant pieces or parcels of land situate lying and being at Village Nahur near Mulund within the municipal limits of Greater Bombay having acquired the same as the owners thereof,

2. The said Minerva Dealers Private Ltd. divided the aforesaid larger piece of land into several plots and made a layout for industrial user and thereafter by an Agreement in letter form dated 27<sup>th</sup> April 1964 executed by them in favour of the Municipal Commissioner for Greater Bombay and registered with the Sub-Registrar of Assurances at Bombay under Serial No.1128 of 1964 on 29<sup>th</sup> April 1964, the sub-division of the said layout came to be duly approved on the terms and conditions mentioned therein,
3. By Order No.TE / LO / 27 / 1961 dated 15<sup>th</sup> December 1964, the Deputy City Engineer, Suburbs of the Municipal Corporation of Greater Bombay intimated to the said Minerva Dealers Private Ltd. the factum of the Commissioner having, with the approval of the Standing Committee, accorded sanction to the said approved layout at Nahur under Resolution No.2003 dated 2<sup>nd</sup> November 1964 subject to the terms and conditions agreed upon between the parties and recorded in the Annexure thereto,
4. The said Minerva Dealers Private Ltd., thereafter, by an Agreement dated 13<sup>th</sup> October 1969 executed by them in favour of one Messrs. Anupam Builders agreed to grant a lease to the said Messrs. Anupam Builders of land bearing Plots Nos.49 to 56 out of the aforementioned layout admeasuring approx. 4190 sq.mtrs. or thereabouts in the aggregate being land now bearing CTS No. 551 / 44 of Village Nahur in the Registration Sub-District of Kurla, District Mumbai Suburban for the term of 98 years with an option to renew the same for another 98 years at the rent and on the terms and conditions as therein set out and accordingly placed the said Messrs. Anupam Builders in vacant and peaceful possession of the said Plots Nos.49 to 56 to hold the same as the lessee thereof (which Plots Nos.49 to 56 forming the subject matter of the said Agreement dated 13<sup>th</sup> October 1969 together with the appurtenances therein described is more particularly described in the **FIRST SCHEDULE** hereunder written and is hereinafter briefly referred to as "**the said property**") and is shown shaded with **green hatched lines** on the plan of the property annexed hereto and marked **ANNEXURE "1"**) and accordingly,

the said Messrs. Anupam Builders came to be entitled to the said Plots Nos.49 to 56 admeasuring approx. 5011 sq. yards equivalent to 4190 sq.mtrs. or thereabouts,

5. Pursuant to a Survey carried out by the Government of Maharashtra, the said Plots Nos.49 to 56 came to be designated as City Survey No.551 / 44 of Village Nahur and the ownership and occupation of the said Minerva Dealers Private Ltd. came to be recognized by the Government of Maharashtra and accordingly came to be mutated in the revenue records maintained by the Government of Maharashtra; the Property Card, however, as prepared in respect of the said City Survey No.551 / 44 of Village Nahur recorded the aggregate area of the said Plots Nos.49 to 56 as being 4208.90 sq.mtrs.,
6. The said Messrs. Anupam Builders constructed on the said property several Industrial Units comprising of Ground Floor collectively known as **ANUPAM INDUSTRIAL ESTATE No.3** and sold such units to different persons on "ownership" basis in the manner as contemplated under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer), Act, 1963 and the acquirers of different premises in the said Industrial Estate got registered a Co-operative Society called **Mulund Anupam Premises Co-operative Society Ltd.** ("**the said Society**" ) bearing Registration No. BOM / GEN / 753 of 1972 consisting of acquirers of premises in the said Industrial Estate, being the Common Organisation of premises-purchasers in the said Industrial Estate in whose favour the said Messrs. Anupam Builders were to obtain a Lease of the said property from the Owners thereof viz. Minerva Dealers Private Ltd.; the acquirers of different premises in the said Industrial Estate were enrolled as tenant co-partner members of the said Society and allotted shares of the face value of ₹ 50/- each, and in the circumstances, each such acquirer of premises in the said Industrial Estate came to hold his / her / their respective unit from the said Society as the allottee and holder thereof subject to the said Society's Bye-laws and Tenancy Regulations,

7. By an Indenture of Lease dated 11<sup>th</sup> August 1973 executed by the said Minerva Dealers Private Ltd. in favour of the said Society, the said Minerva Dealers Private Ltd. demised the said land together with the structures, messuages, hereditaments and premises standing thereon unto the said Society for the term of 98 years commencing from 1<sup>st</sup> August 1973 at the rent and on the terms and conditions therein contained; the said Minerva Dealers Private Ltd., thereafter, by an Indenture of Conveyance dated 25<sup>th</sup> September 1986 executed by them in favour of the said Society and duly registered with the Sub-Registrar of Assurances at Bombay under Serial No.SBBJ / 3492 of 1986 sold transferred conveyed assured and assigned unto the said Society the said property more particularly described in the **FIRST SCHEDULE** hereunder written together with the several structures, messuages, hereditaments and premises standing thereon and collectively known as **ANUPAM INDUSTRIAL ESTATE No.3** for the consideration and on the terms and conditions therein set out and in the circumstances, the lease as executed in favour of the said Society merged with the ownership rights in respect thereof and the said Society came to be entitled to hold the said property and the structures, messuages, hereditaments and premises standing thereon as the “owner” thereof subject to the occupation of the several premises therein by its members,
8. In the circumstances, prior to 20<sup>th</sup> August 2014, the said Society was seized and possessed of or otherwise well and sufficiently entitled to the said property together with the 21 Industrial Units standing thereon as the “owner” thereof subject to the occupation of the several premises therein by its members as the allottees and holders thereof,
9. Prior to 20<sup>th</sup> August 2014, the members of the said Society, as such members were entitled to allotment and enjoyment of their respective Units in the aforesaid Industrial Estate; by separate Agreements for Sale executed by each of the 17 members of the said Society out of the total 21 members and duly registered with the Sub-Registrar of Assurances, Kurla-2 at Mulund, Mumbai, the said 17 members agreed to sell transfer convey assure and assign

unto the Promoters herein their respective membership rights in the said Society together with the benefit of allotment of their respective Units for the consideration and on the terms and conditions as therein set out;

10. By four separate Sale Deeds executed by the allottees and holders of the said Units Nos.2, 12, 19 and 21 in the aforesaid Industrial Estate and duly registered with the Sub-Registrar of Assurances, Kurla-2 at Mulund, Mumbai,, the aforesaid 4 members of the said Society sold transferred conveyed assured and assigned unto the Promoters herein their respective membership rights in the said Society together with the benefit of allotment of their respective Units for the consideration and on the terms and conditions as therein set out and on execution of the said Sale Deeds placed the Promoters herein in vacant and peaceful possession of their respective Units to hold the same as the allottees and holders thereof,
11. The General Body of the Members of the said Society, in a meeting held on 30<sup>th</sup> June 2014, decided to sell the said property to the Promoters herein together with the several structures, messuages, hereditaments and premises standing thereon as per particulars set out in the **FIRST SCHEDULE** hereunder written on “as-is-where-is” basis and granted and vested powers in that behalf in the Managing Committee of the said Society,
12. On the Promoters paying and discharging the full amount of sale consideration due and payable to each of the 17 members of the said Society as also the full amount of sale consideration due and payable to the said Society, the said Society and each of the 17 members thereof executed a Deed of Conveyance dated 20<sup>th</sup> August 2014 in favour of the Promoters herein recording the sale transfer and complete vesting of the said property and all rights appurtenant thereto including the rights in respect of each of their 17 Industrial Units standing on the said property to and in favour of the Promoters herein, which Deed of Conveyance is duly registered with the Sub-Registrar of Assurances, Kurla No.2 at Mulund, Mumbai under Serial No.KRL - 02 - / 8060 of 2014;

13. The Office Bearers of the said Society also executed in favour of two partners of the Promoters herein a Power of Attorney dated 20<sup>th</sup> August 2014 appointing them as their duly Constituted Attorneys to act in their name and on their behalf and do various acts matters and things relating to the captioned property; the said Power of Attorney is also duly registered with the Sub-Registrar of Assurances, Kurla No.2 at Mulund under Serial No.KRL - 02 / 8061 of 2014,
14. On execution of the aforesaid Deed of Conveyance, each of the 17 members of the said Society vacated and handed over vacant and peaceful possession of their respective Industrial Units to the Promoters herein to hold the same as the allottees and holders thereof and the said Society also placed the Promoters herein in vacant and peaceful possession of the said property and in the circumstances, the Promoters became entitled to hold and enjoy the said property as the sole and absolute owners thereof,
15. Prior to execution of the aforesaid Deed of Conveyance dated 20<sup>th</sup> August 2014, each of the individual members of the said Society had cleared and discharged all dues and liabilities accruing and /or arising out of the business / industry heretofore carried on by them and pertaining to the said property including in particular, dues pertaining to sales tax, income tax, excise, provident fund, labour, workmen, etc. with a view to ensuring that no liabilities on such account are foisted upon the Promoters herein or on the said property at any point of time in the future and thereafter handed over vacant and peaceful possession of their respective Units to the Promoters;
16. In the circumstances, the Promoters herein are seized and possessed of or otherwise well and sufficiently entitled to the said property more particularly described in the **FIRST SCHEDULE** hereunder written as the sole and absolute owners thereof,
17. The revenue authorities have carried out a survey of the said property and demarcated the correct physical area thereof on plan

and mutated the said property to the name of the Promoters herein (a copy of the Extract from the Property Register issued in respect of the said property is annexed hereto and marked **ANNEXURE “2”**); as is evident from the Extract from the Property Register, the land though stated to admeasure 4208.90 sq.mtrs. as per revenue records, in fact, admeasures only 4190 sq.mtrs. or thereabouts and the Promoters, having obtained a Conveyance in their favour only in respect of 4190 sq.mtrs. of land are implementing their present scheme for development of the said property and have processed the building plans for the proposed construction on the footing that the said property admeasures only 4190 sq.mtrs. or thereabouts,

18. The scheme of development of the said property as envisaged by the Promoters contemplates the construction of a multi-storeyed building on the said property (as may be permissible under the Development Control Rules & Regulations in force from time to time) and thereafter transferring and conveying the said property to a Co-operative Society to be got registered by the acquirers of premises in such building / s on certain agreed terms and conditions,
19. The said property was originally situate in a Special Industrial Zone (I-3) as designated by the Municipal Corporation of Greater Mumbai in the sanctioned Revised Development Plan of “T” Ward; the Promoters have obtained the following clearances / permissions from the different authorities to facilitate redevelopment thereof for residential user, viz.,
  - (a) Letter dated 28<sup>th</sup> July 2015 issued by the Office of the Labour Commissioner, Government of Maharashtra granting their consent, no objection and permission for redevelopment of the property on which the said **ANUPAM INDUSTRIAL ESTATE No.3** was originally situate, and
  - (b) Letter dated 9<sup>th</sup> October 2015 issued by the Executive Engineer, Development Plan (ES), Municipal Corporation of Greater Mumbai with regard to the grant of permission for

allowing residential development of the said property situate in Special Industrial Zone as per provisions of Regulation No. 57 (4) (C) of the Development Control Regulations, 1991 on and subject to the terms and conditions therein set out;

In terms of the aforesaid permissions and sanctions, the Promoters are required to -

- (i) demarcate Recreational Open Space as stipulated;
- (ii) demarcate and hand over to the Municipal Corporation of Greater Mumbai free of cost and in lieu of Transferable Development Rights the 5% Amenity Open Space; and
- (iii) construct residential flats having built-up area upto 50 sq.mtrs. (67.5 sq.mtrs. inclusive of fungible FSI) to the extent of 20% of the total built-up area proposed to be utilised for residential development;

20. The Promoters have also informed the Allottee that the said property is situate in Special Industrial Zone (I - 3) and the plots adjoining the said property are all being utilised by the occupants thereof for the purposes of carrying on fabrication, mechanical and engineering activities, almost all of which, however, are of a non-hazardous nature;

21. The Divisional Joint Registrar, Co-operative Societies, Mumbai Division, by his Order dated 23<sup>rd</sup> July 2015 approved and sanctioned the sale of the said property by the said Society unto and in favour of the Promoters herein and directed the said Society to be deregistered on account of the same having failed in its purpose,

22. The Promoters are developing and propose to construct Wing A and Wing B rising above the Podium level of the building to be known as **MARIGOLD MIRAAYA** in accordance with sanctions and approvals obtained by them in respect of the said property (which property is hereinafter for the purposes of this Agreement

referred to as **“the Project Land”** ) and the Promoters are offering for sale Apartments in the said Wings A and B to interested persons on ‘ownership’ basis,

23. The Promoters have pursuant to the aforesaid vide IOD No.CHE / ES / 2032 / T / 337 (New) dated 16<sup>th</sup> April 2016 got sanctioned from the Municipal Corporation of Greater Mumbai building plans for construction on the said property of a new building to be known as **MARIGOLD MIRAAYA** to comprise of -

- one level of Basement below the ground level, being B;
- a Stilt above B, being S;
- three podiums above S, being P1, P2 and P3 (in the ascending order);

(with B, part of S, P1, P2 and part of P3 comprising of parking areas which the Promoters intend to allot to interested persons acquiring Apartments in the proposed new building for parking of their motor vehicles); and

- twenty upper floors commencing from above P3 onwards and spread over two independent wings, being Wings A and B;

and have after demolition of the existing structures standing on the Project Land commenced construction of the said building in terms of the said plans (as proposed to be subsequently amended from time to time),

24. The Promoters are offering for sale the apartments in the said building to interested third parties on ‘ownership’ basis (hereinafter called **“the Project”**), with the intention that such acquirers of apartments from them would form a Co-operative Housing Society, and the Promoters would, in due course, transfer the said property and the building and structures constructed thereon to such Society, as the nominee of such acquirers,

25. The Allottee has expressed a desire to acquire Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ Floor of the said building **MARIGOLD MIRAAYA** being constructed by the Promoters,
26. The Promoters have explained to the Allottee that save and except for the portion which may be earmarked for use by purchasers of specified units, the remaining portions thereof shall be available for common use by acquirers of apartments in the said building; the Promoters have further explained to the Allottee that they propose to allot rights for exclusive use of Car Parks in the car parking spaces provided at B, S, P1, P2 and P3, and would accordingly be entering into writings recording allotment of apartments and rights to different persons on substantially similar terms and conditions,
27. The Promoters have further disclosed to the Allottee the information and offered to the Allottee inspection of the documents relating to the Project and the plans designs and specifications prepared by the Promoters' Architects Messrs. Daisaria Associates and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "*the said Act*") and the Rules and Regulations made thereunder,
28. The Promoters have entered into a standard Agreement with Messrs. Daisaria Associates, an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects,
29. The Promoters have appointed Mr. R.C. Tipnis, Structural Engineer for the preparation of the structural design and drawings of the Building and the Promoters accept the professional supervision of the Architect and the Structural Engineer till the completion of the said Building,
30. The Promoters have registered the Project under the provisions of the said Act with Maha RERA at No. \_\_\_\_\_ ; an

authenticated copy of the Certificate of Registration issued in this regard is annexed hereto and marked **ANNEXURE “3”** ),

31. The Promoters, by virtue of their being the sole and absolute owners of the Project Land, have the sole and exclusive right to sell the Apartments in the building to be constructed by the Promoters on the Project Land and to enter into Agreements with allottee / s of the Apartments and to receive the sale consideration in respect thereof,
32. An authenticated copy of the Certificate of Title issued by Messrs. Narayanan and Narayanan, Advocates & Solicitors is annexed hereto and marked **ANNEXURE “4”** ),
33. Authenticated copies of the Intimation of Disapproval and Commencement Certificate issued by the Municipal Corporation of Greater Mumbai are annexed hereto and marked **ANNEXURE “5”** and **ANNEXURE “6”** respectively,
34. The Promoters have obtained some of the approvals from the Municipal Corporation of Greater Mumbai to the plans of the said Building – to which the subject matter of this Agreement – and which forms the subject matter of registration with MahaRERA – relates under the *Ease of Doing Business* Policy of the Municipal Corporation of Greater Mumbai, and shall obtain further approvals from the concerned authorities from time to time, so as to obtain Occupation Certificate and / or Building Completion Certificate for the same,
35. While sanctioning the said plans, the Municipal Corporation of Greater Mumbai and the State Government have laid down various terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Property and constructing the said Building, and upon due observance and performance of which only the Occupation Certificate and / or Building Completion Certificate in respect of the said Building shall be granted by the Municipal Corporation of Greater Mumbai,

36. The Promoters are carrying on construction on the Project Land in accordance with the sanctioned plans and pursuant to their aforesaid Scheme,
37. This agreement to the extent it lays down covenants on the part of the Allottee to be observed for the common benefit of all the apartment-purchasers in the said building shall enure to the benefit of all of them, and the terms and conditions thereof shall be available for enforcement not only by the Promoters herein, but also by the purchasers of other apartments in the said building, and this agreement shall bind to the extent applicable the permitted transferees of apartments from the Allottee also,
38. The Allottee has asked for from the Promoters and taken inspection of the documents referred to in the recitals herein and the following further documents, and has agreed to purchase the said premises with notice of the contents thereof, viz. –
- a. Copy of Indenture of Lease dated 11<sup>th</sup> August 1973 executed by Minerva Dealers Private Ltd. in favour of Mulund Anupam Premises Co-operative Society Ltd. referred to in Clause 7 hereof;
  - b. Copy of Indenture of Conveyance dated 25<sup>th</sup> September 1986 executed by Minerva Dealers Private Ltd. in favour of Mulund Anupam Premises Co-operative Society Ltd. referred to in Clause 7 hereof;
  - c. Copies of the 17 Agreements for Sale executed by the 17 members of the Mulund Anupam Premises Co-operative Society Ltd. in favour of the Promoters herein and referred to in Clause 9 hereof;
  - d. Copies of the 4 Sale Deeds executed by the 4 members of the Mulund Anupam Premises Co-operative Society Ltd. in favour of the Promoters herein and referred to in Clause 10 hereof;
  - e. Copy of the Indenture of Conveyance dated 20<sup>th</sup> August 2014 executed by the Mulund Anupam Premises Co-operative Society Ltd. and its 17 members in favour of the Promoters herein and referred to in Clause 12 hereof;

- f. Copy of the Power of Attorney dated 20<sup>th</sup> August 2014 executed by the Mulund Anupam Premises Co-operative Society Ltd. in favour of two of the Partners of the Promoters herein and referred to in Clause 13 hereof;
- g. Copy of Survey Plan indicating the actual physical area of the said property pursuant to the physical survey thereof;
- h. Layout Plan sanctioned by the Municipal Corporation of Greater Mumbai showing therein the areas demarcated for being handed over to the Municipal Corporation of Greater Mumbai on account of 5% Amenity Open Space;
- i. Copy of Order dated 23<sup>rd</sup> July 2015 passed by the Divisional Joint Registrar, Co-operative Societies, Mumbai Division approving and sanctioning the sale of the said property in favour of the Promoters herein and directing deregistration of the Mulund Anupam Premises Co-operative Society Ltd. on account of the same having failed in its purpose;
- j. Extract from the Property Register as issued in respect of the said property being ANNEXURE "2" hereto;;
- k. Copy of the Certificate of Registration issued in respect of the registration of the Project with Maha RERA on \_\_\_\_\_, being ANNEXURE "3" hereto;
- l. Copy of the Certificate on Title as issued in respect of the said property by Messrs. Narayanan & Narayanan, Advocates & Solicitors on 5<sup>th</sup> November 2015, being ANNEXURE "4" hereto;
- m. Intimation of Disapproval bearing No.CHE / ES / 2032 / T / 337 (New) dated 16<sup>th</sup> April 2016 issued by the Municipal Corporation of Greater Mumbai and the relevant Commencement Certificate also dated 16<sup>th</sup> April 2016 together with the building plans sanctioned by the Municipal Corporation of Greater Mumbai for construction of the said building (the copy of the Intimation of Disapproval is annexed hereto, being ANNEXURE "5" and ANNEXURE "6" hereto;
- n. The list of persons who have agreed to purchase premises in the said building, with their names and addresses, and the price charged to them, the agreements executed with them being substantially similar hereto,

The Promoters record having disclosed and furnished to the Allottee and the Allottee confirms having received from the Promoters, prior to the execution hereof, the various particulars and information required to be disclosed and / or furnished by the Promoters to the Allottee under the provisions of the said Act, the said Rules and the said Regulations made thereunder. The Allottee confirms having seen the aforesaid documents and understood and accepted the Scheme of development of the Project Land by the Promoters and the title of the Promoters and their competence to sell the said premises,

39. The Allottee has in the premises after examining and assessing the aforesaid and after obtaining independent legal advice, and being fully satisfied as to the right and authority of the Promoters to sell apartments in the said building in the manner effected hereby, and the sufficiency and completeness of the sanctions and permissions obtained and presently held by the Promoters, agreed to purchase and acquire from the Promoters an Apartment, being Apartment No. \_\_\_ in \_\_\_ Wing on the \_\_\_ Floor and Car Parking Space (s) No. \_\_\_ on the B / S / P1 / P2 / P3 level in **MARIGOLD MIRAAAYA**, now under construction on the Project Land more particularly described in the **FIRST SCHEDULE** hereunder written, by the Promoters, for the consideration and on the terms and conditions hereinafter set forth and recorded,
40. Under Section 13 of the said Act, the Promoters are required to execute a written Agreement for Sale of the said Apartment with the Allottee, being in fact these presents, and to also register the same under the Registration Act, 1908,
41. The Parties have covenanted with each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws

**NOW THIS AGREEMENT WITNESSETH** and the parties hereto agree as follows:

1A. The Promoters are constructing on land bearing CTS No.551 / 44 of Village Nahur and recorded in the CTS Card as admeasuring 4208.90 sq.mtrs. or thereabouts (but actually admeasuring 4190 sq.mtrs. at site) and situate at Off Purshottam Kheraj Road, Mulund (West), Mumbai 400 080, more particularly described in the **FIRST SCHEDULE** hereunder written and shown shaded with **green hatched lines** on the plan of the property annexed hereto and marked **ANNEXURE "1"** a building called **MARIGOLD MIRAAYA** comprising of a Basement (B), Stilt (S) with an Entrance Lobby, Podiums 1 (P1), 2 (P2) and 3 (P3) (all comprising of parking areas which the Promoters intend to allot to interested persons acquiring apartments in the Project for parking of their motor vehicles) and twenty upper floors spread over two wings above the same. The Promoters shall also be laying out and constructing at the Basement level the underground tanks and the fire fighting water tanks, both of which are also intended to serve the acquirers of apartments in the said Project.

1B. The Promoters hereby agree to sell to the Allottee, and the Allottee shall purchase and acquire from the Promoters on 'ownership' basis, an apartment, being Apartment No. \_\_\_\_\_ in \_\_\_\_\_ Wing on the \_\_\_\_\_ Floor of the said building **MARIGOLD MIRAAYA** admeasuring \_\_\_\_\_ sq.ft. i.e. \_\_\_\_\_ sq.mtrs. carpet area (hereinafter collectively referred to as "***the said Apartment***") together with exclusive right to park \_\_\_\_ light motor vehicle(s) in the covered parking(s), being Car Parking Slot (s) No (s).\_\_\_\_ in the Basement (B) / Stilt (S) / Podium 1 (P1) / Podium 2 (P2) / Podium 3 (P3) in the said Building, at or for the aggregate lumpsum consideration of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_)

\_\_\_\_\_ only) payable as mentioned in the Schedule annexed hereto and marked **ANNEXURE "7"** ("**Payment Plan**"), and on and subject to the terms and conditions hereinafter mentioned. (The above carpet area is the carpet area of the said Apartment computed in the manner as prescribed under Regulation 2 (15) of the Development Control Regulations, 1991 and is the basis on which building plans are got approved and sanctioned from the Municipal Corporation of Greater Mumbai. For the purposes of the said Act, the carpet area is reckoned as net useable area

excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the Apartment which carpet area works out to \_\_\_\_\_ sq.ft. i.e. \_\_\_\_\_ sq.mtrs.) The percentage of undivided interest of the Allottee in the common areas and facilities in the building - limited or otherwise - pertaining to the said Apartment shall be in the proportion of the carpet area of the said Apartment to the total carpet area of constructed apartments in the whole of the said building. The common areas and limited common areas in the said building are as described in the **FOURTH SCHEDULE** hereunder written. The said Apartment is shown on the typical floor plan, **ANNEXURE "8"** hereto. The said Apartment and the said Parking (s) are more particularly described in the **SECOND SCHEDULE** hereunder written. The said Apartment shall, wherever applicable and referred to hereinafter, mean and include the said Parking (s) also.

1C. The total aggregate consideration payable by the Allottee to the Promoters on account of the said Apartment (including the Parking (s)) is accordingly ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only). The Promoters record and declare that save and except for the parking, the Promoters have not charged or claimed any amount towards or on account of common areas and facilities, and the right to use occupation and enjoyment of the common areas and facilities shall accrue to the Allottee jointly with the allottees of apartments in the said Building jointly and in common, by reason of and on completing the purchase of the said Apartment from the Promoters in the manner provided in this Agreement.

1D. The Promoters shall obtain the prior written consent of the Allottee before effecting any variation or modification which may adversely affect the said Apartment agreed to be acquired by the Allottee, but no such consent of the Allottee shall be required for them to effect any modification, variation or amendment in the plans of the other premises in the said building or to make additions or alterations in or to the said building / other apartments, or in respect of alterations or additions required by any Government authorities or due to change in law or on account of any further construction becoming permissible in

the said Project on account of the implementation of the proposed Development Control Regulations 2034.

2. Time shall be of the essence for making each of the above payments. Further it is clarified that though amounts are payable on completion of the relevant item of work, the same need not follow the same chronology or sequence of completion. The Allottee declares and confirms that the consideration amount at which the Promoters have agreed to sell the said Apartment is arrived at on the basis of the instalments in which the Allottee has agreed to pay the price to the Promoters, and the rebate admissible and / or agreed on account of the Payment Plan agreed upon by the Allottee is already factored and reckoned in the agreed consideration stipulated hereinabove. The Allottee also confirms that he has agreed to pay the consideration amount aforesaid for the said Apartment in instalments as above after taking inspection of the site, having regard to the price at which it is offered and agreed to be sold by the Promoters to him, and taking into consideration the fact that construction work is in progress at site, the proportion of costs involved in the execution of the different stages of work, the location of the said Apartment in the said Building and the expenses to be incurred by the Promoters in getting ready the said Apartment; under no circumstance, the Allottee shall get possession of the said Apartment without first paying to the Promoters all amounts due hereunder; if nevertheless the Promoters give possession of the said Apartment to the Allottee before recovery of the full price therefor, they shall have a first lien on the same for recovery of the balance of the unpaid price and the interest due thereon.

3. **ESCALATION**

The aggregate consideration payable by the Allottee to the Promoters is escalation free, save and except escalation / increase due to increase on account of development charges payable to the competent authority and / or any other increase in charges which may be levied or imposed by or any demand for deposits which may be made by the competent authority, local bodies / government from time to time. The Promoters undertake and agree while raising a demand on the Allottee for increase in development charges costs or levies imposed or demand for deposits

made by the competent authority, etc., the Promoters shall enclose the said Notification / Order / Rule / Regulation to be published / issued in that behalf to that effect along with demand letter issued to the Allottee.

#### 4. **TAXATION**

4.1 It is expressly recorded and clarified that the consideration amounts stipulated in Clauses 1B and 1C above is the net amount payable to the Promoters, and it does not include any amounts by way of Sales Tax, Value Added Tax, Works Contract Tax, Local Body Tax, Service Tax, Goods and Services Tax or any other tax that may be leviable on the construction being laid out by the Promoters or on the transaction of sale by the Promoters of the said Apartment to the Allottee. If any amount is leviable or payable on the aforesaid account (whether presently imposed or imposed hereafter at any time by the State Government or the Central Government or the Municipal Corporation of Greater Mumbai or any other authority), including on the Promoters, either before or after the Allottee has taken possession of the said Apartment, the same shall be payable / liable to be reimbursed by the Allottee to the Promoters, in addition to the price payable at Clause 1B / 1C above. In such event, the Allottee covenants with the Promoters that he will, forthwith on a demand in that behalf being raised on him, pay and clear the same. It is further clarified that all consequences visited by law or as provided by these presents on, and all rights arising to the Promoters out of, non-payment of the agreed consideration (including liability to pay interest or penalty on default of payment on due date) shall be attracted to the non-payment by the Allottee of any such charge or levy, as if (for the said purpose) the same also formed part of the consideration payable by the Allottee to the Promoters. The Allottee shall be liable to clear all such amounts prior to being entitled to claim or receive possession of the said Apartment from the Promoters.

4.2 The Promoters state that as per the law presently in force, Goods & Services Tax is payable on the relevant instalment payable under the Agreement herein. The Allottee shall in addition to the price stated in Clause 1B / 1C above pay the amount of Goods & Services Tax at the applicable percentage against payment of the relevant instalment, as

may be liable (as also any interest or penalty levied on account of default or failure to make payment or comply with any other obligation in connection therewith within the time stipulated). In the event of any amendment to the regime of taxation as presently levied and/or presently applicable to the transaction, the Allottee shall comply with and discharge his obligation in relation to such impost or levy as applicable in full in the manner liable.

5. **OUTSTANDING DUES**

The Allottee authorizes the Promoters to adjust / appropriate all payments made by him under any head (s) of dues against the lawful outstandings, if any, in his name as the Promoters may in their sole discretion deem fit, and the Allottee undertakes not to object / demand / direct the Promoters to adjust his payments in any manner.

6. **TAX DEDUCTIBLE AT SOURCE**

The Allottee is aware that by virtue of the provisions of Section 194-IA of the Income-tax Act, 1961 the Allottee is required to deduct Tax Deductible at Source (*TDS*) @ 1% of the consideration amount, wherein the consideration amount equals or exceeds ₹ 50,00,000/- (Rupees fifty lacs only), and deposit the same to the credit of the Promoters. The Allottee shall accordingly from and out of each instalment of consideration deduct 1% of such instalment (or at such revised rate as may be prescribed by the authorities at any relevant time hereafter) and deposit the same to the credit of the Promoters with the Income-tax Department within the time permitted therefor. The Allottee shall immediately after making such deposit submit proof of such payment to the Promoters and shall within the time stipulated – and not later – furnish to the Promoters the TDS Certificate in respect of such deduction and deposit. Any default in payment of TDS shall invite the same consequence as default in payment of any of the instalments herein as provided in these presents. Without prejudice to the aforesaid, the Allottee confirms that he shall not be entitled to claim possession from the Promoters and the Promoters shall not be liable to hand over possession of the said Apartment until the Allottee has furnished to the

Promoters TDS Certificates for the entire amount of deduction as may have been paid to the account and credit of the Promoters.

7. **CARPET AREA DISCLOSURE / VARIATION**

The parties hereto record that the Promoters have, prior to the execution hereof, given inspection of the sanctioned building plans to the Allottee and the Allottee confirms that he has prior to the execution hereof verified and satisfied himself of the physical extent and carpet area of the said Apartment. The Allottee confirms that the same is in conformity with the carpet area disclosed by the Promoters, and on the basis of which he has agreed to purchase the said Apartment from the Promoters. The Allottee shall accordingly not have any claim on account of any discrepancy or difference in the carpet area of the said Apartment.

8. **ASSURANCES**

The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which have been imposed by the Municipal Corporation of Greater Mumbai at the time of sanctioning of the said plans or thereafter, and shall, before handing over possession of the Apartment to the Allottee, obtain from the said Corporation Occupation Certificate and / or Completion Certificate in respect of the said building *MARIGOLD MIRAYA* in which the said Apartment is situate.

9. **TIME IS OF THE ESSENCE**

Time is of the essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the Project and handing over the Apartment to the Allottee after receiving Occupation Certificate and / or Completion Certificate from the Municipal Corporation of Greater Mumbai, and in due course, after completion of development of the Project as disclosed in the recitals herein, the common areas to the Co-operative Society to be held for the common use and enjoyment by all acquirers of apartments in the said Building. The Allottee shall make timely payments of the instalments

and other dues payable by him and meeting the other obligations under the Agreement in the manner provided herein.

10. The Promoters declare that the Promoters have as disclosed herein obtained some of the approvals from the Municipal Corporation of Greater Mumbai to the plans of the said Building –under the *Ease of Doing Business* Policy of the Municipal Corporation of Greater Mumbai, which contemplate the use and utilisation of 4,190 sq.mtrs. of Floor Space Index (FSI), 4,190 sq.mtrs. of Transferable Development Rights (FSI) and 2,933 sq.mtrs. of fungible area. The Promoters have disclosed that the remaining FSI, TDR, other form of construction permissible and / or claimable by payment from the State Government and / or the Municipal Corporation of Greater Mumbai and fungible FSI will be utilized and claimed and laid out and constructed after getting necessary sanctions and approvals from the Municipal Corporation of Greater Mumbai and other concerned authorities in the manner and in terms of the Scheme disclosed herein. The Promoters have disclosed to the Allottee that the remaining construction accruing and / or becoming available on the Project Land, including on account of and on the materializing / implementation of the proposed Development Control Regulation 2034, shall belong and accrue to the Promoters alone, and the Promoters alone shall be entitled to claim, receive, use, appropriate and exploit the same, and develop the same in the manner and as part of the Project **MARIGOLD MIRAAYA** as disclosed by the Promoters in the recitals herein, and the Allottee shall have no claim to the same or to any part thereof, or to in any manner interfere with the same.

11. **CONSTRUCTION & DEVELOPMENT SCHEME**

The Promoters have explained to the Allottee that the facts disclosed by them as aforesaid (including in the recitals hereof) constitute the salient features of their Scheme for construction on the Project Land and sale of premises in the building thereon on ‘ownership’ basis, and that the Apartments in the said building are offered for sale only as envisaged under their said Scheme, and the acceptance by the Allottee of the above provisions constitutes the basis for sale by the Promoters of an Apartment in the said building to him. The Allottee confirms that he has approved of the said Scheme and agreed to acquire the said

Apartment in the said building as contemplated under the above Scheme, with due notice of the aforesaid facts, terms and stipulations, and that he shall not dispute or challenge the validity thereof.

12. **OBLIGATION TO MAKE PAYMENTS**

12.1 The Allottee shall make timely payments of the instalment and other dues payable by him and meet all obligations under the Agreement in the manner provided herein.

12.2 In the event the Allottee has obtained or availed of any loan from any Bank or Housing Finance Institution to fund or part-finance the purchase of the said Apartment or to pay the consideration and other monies payable hereunder, then and in that event, the obligation to follow up and get the Bank or Housing Finance Institution to disburse the relevant instalment within the period payable shall be on the Allottee; further the Banks / Housing Finance Institution shall, in the first instance and pending the discharge of the entire consideration, have a claim on the amounts disbursed by it on account of the Allottee to the Promoters, and on discharge of the entire consideration, shall acquire a security interest on the said Apartment and the rights of the Allottee thereto.

13. **TIME SCHEDULE / DELAYS / POSSESSION**

The Promoters shall give possession of the said Apartment to the Allottee on or before \_\_\_\_\_ 20\_\_\_. If the Promoters fail or neglect to give possession of the said Apartment to the Allottee on account of reasons beyond their control and / or of their agents by the aforesaid date, and the Allottee chooses to withdraw from the Project, and conveys his intention so to do, then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by them in respect of the said Apartment with interest at the rate prescribed under the Rules from the date the Promoters have received such sum till the date the amounts and interest thereon is repaid. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date if the completion of the said Building is delayed on account of (i) war, civil commotion or act of

God, or (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court. The Allottee shall in such case simultaneous with receipt of such amounts make and execute a duly stamped Deed of Cancellation evidencing the cancellation of the Agreement for Sale executed in his favour, and a full and complete discharge to the Promoters of from and against any claim of the Allottee arising under or pursuant to such Agreement; the Allottee shall also register such Deed of Cancellation under the provisions of the Registration Act, 1908; further on such refund being made, the Allottee shall thereafter have no claim whatsoever under this Agreement against the Promoters, and the Promoters shall then be entitled to sell and dispose of such Apartment to any other person / s of their choice without the Allottee being entitled to raise any objection to the same. The Promoters further agree that if the Promoters are unable to hand over the said Apartment to the Allottee within the date aforesaid, and the Allottee does not intend to withdraw from the Project, the Promoters agree to pay to the Allottee, on all amounts paid by the Allottee, for every month of delay, till the handing over of possession, interest as specified in the Rules.

#### 14. INTEREST ON DELAYED PAYMENTS AND TERMINATION

14.1 The Allottee shall pay to the Promoters interest at such rate as may be prescribed under the Rules on all delayed payments of monies becoming due hereunder, including on instalments of price. If the Allottee fails to pay any amount due hereunder on the due date, and within a further period of 15 days of such due date (together with interest as payable), despite a written notice being delivered in that behalf, the same shall be construed as a **Default**. If the Allottee fails to pay the said sum (together with interest) after a second and a third like notice (as above) are issued, calling upon him to make payment within 15 days from the date of each such notice, each of them shall again count as a Default. In the event the Allottee commits three Defaults in all, in payment of the amount due to the Promoters (including interest which may have become payable), either of the amount originally due, or of such amount and of any subsequent amounts by failing to make payment as above, the notice issued by the Promoters for the third

Default, shall on failure by the Allottee to comply with the terms thereof within the period provided therein, operate to terminate the Agreement herein. Failure to pay the monthly contributions during the period before transfer of the said lands to the Co-operative Society, shall also on failure to make payment in the manner and within the period aforesaid operate as and constitute a Default, giving rise to the same consequences as above. In like manner in case the Allottee commits any breach of any of the other terms or provisions hereof, the Promoters shall, after giving to the Allottee fifteen days' written notice intimating of the specific breach committed by the Allottee call upon the Allottee to rectify such breach, and notify that in default of compliance, the Promoters shall be entitled to terminate the Agreement herein. On failure of the Allottee to remedy such breach within the period aforesaid, the Promoters shall be entitled at their discretion to terminate the Agreement herein. It is expressly clarified that payment of any amount less than the whole shall be construed as a Default, and all consequences arising therefrom shall be construed accordingly.

14.2 Upon such termination of this Agreement, the Promoters shall at their discretion be entitled to forfeit out of the amounts paid by the Allottee an amount equal to 25% of the consideration amount payable by the Allottee to the Promoters as price of the said Apartment, and in addition thereto, any brokerage and other actual expenses incurred by the Promoters for sale of the said Apartment to the Allottee, and will refund to the Allottee the amount, if any, received in excess thereof from him but without interest; Service Tax, Value Added Tax, Goods & Services Tax and other taxes as also stamp duty, registration charges and brokerage as may have been paid and / or incurred by the Allottee shall be to the account of the Allottee and the Allottee will not have any claim against the Promoters for and on account of the same. (The Allottee may however, if otherwise entitled in law, obtain refund of such amounts from the concerned authorities, and the Promoters shall, so far as reasonably feasible, and without exposing themselves to any costs or liability, make available any document, record or writing required for the purpose). The Allottee confirms that the aforesaid amount is fair and equitable, and is not harsh or unconscionable and the same constitutes reasonable genuine and agreed pre-estimate of the damage that will be caused to the Promoters, and that the same is in the

nature of liquidated damages and not penalty. Upon such termination of the Agreement herein, the Promoters shall be entitled to sell and dispose of the said Apartment to any other person of their choice, and the Allottee shall not be entitled to raise any objection to the same.

14.3 Upon the events contemplated in Clause 14.1 materialising, and the Promoters terminating the Agreement herein, and the Promoters refunding to the Allottee the amount liable to be refunded in terms of the said Clause 14.2, the Promoters shall be entitled in the name of the Allottee to make and execute a Deed of Cancellation recording the cancellation of the rights agreed to be sold by the Promoters to the Allottee; the Allottee hereby irrevocably constitutes the Promoters as his Constituted Attorney with right power and authority to execute such Deed of Cancellation in the name of the Allottee upon the events herein provided materialising; the Allottee covenants with the Promoters that any exercise of such power shall be binding on him and on all persons claiming by under or through him, and he shall not in any manner interfere with or obstruct the exercise by the Promoters (through their nominees) of such power, nor shall he do any act by which the exercise of such powers are in any manner impeded, hindered or interfered with; if the Allottee is aggrieved by any alleged wrongful exercise of powers by the Promoters (through their nominees) under the powers conferred by the Allottee, the Allottee shall be entitled to pursue his remedy against the Promoters in damages but any such exercise of power by the Promoters (through their nominees) of such power shall be binding on the Allottee and shall not be liable to be impeached, challenged or questioned; this forms one of the basis for the agreement herein between the Promoters and the Allottee. Further if the Allottee has availed of a loan from the Bank or Housing Finance Institution in respect of the said Apartment, the Promoters shall, in effecting the cancellation pursuant to the right and authority vested in them hereunder, remit to the Bank / Housing Finance Institution to the account and credit of the Allottee the amount paid by the Bank / Housing Finance Institution to the Promoters towards and on account of the said Apartment against the Bank issuing a release and discharge of their claims against the said Apartment and the security created in respect thereof to the Promoters. The Promoters shall thereupon stand discharged of their obligations to such Bank / Housing Finance Institution. In such event, if the Bank / Housing

Finance Institution has any claim over and above such amounts received from the Promoters, the Bank / Housing Finance Institution shall claim and recover the same from the Allottee, and no such claim shall attach to the said Apartment or against the Promoters; further the Promoters shall, in such event, be entitled to claim from the Allottee any unrealised amounts out of the amounts liable to be received by them in terms hereof, consequent on cancellation, by recourse to their other remedies in law.

14.4 For the purpose of Clauses 14.1 to 14.3 above, the forwarding by the Promoters of a cheque for such amounts as are liable to be refunded in terms of Clause 14.2 above drawn in favour of the Allottee to the address of the Allottee as recorded at Page No.2 hereof shall be sufficient compliance of all obligations owed by the Promoters in that behalf; the Allottee confirms that on the Promoters remitting such cheque, and executing a Deed of Cancellation by recourse to the powers conferred by the Allottee as hereinbefore referred, the Promoters shall thereafter be entitled to deal with and dispose of the said Apartment to any other person, free of any claim of the Allottee to the said Apartment.

15. **AMENITIES AND FIXTURES TO BE PROVIDED**

The Promoters shall provide in the said Apartment amenities fixtures and fittings as briefly described in the **THIRD SCHEDULE** hereto. The Allottee has prior to the execution hereof acquainted himself with the quantity and quality of the amenities fixtures and fittings as proposed to be provided in the said Building. The Promoters shall not be liable to provide any other or additional amenities fixtures and fittings in the said Apartment or the said Building. The Allottee recognises and acknowledges that while the Promoters conform to the broad specifications disclosed in the **THIRD SCHEDULE**, there may be variations in the quality, colour, shape, make or design of the materials used by them in the various apartments in the said building, and the Allottee shall not be entitled to, and shall not make any grievance on such account, it being expressly understood that the Promoters are not liable to use identical fixtures or fittings or be liable to colour the various apartments in the said building identically. The

Allottee shall accordingly not make any grievance on account of any variation in the quality, colour, shape, make or design of the materials used by the Promoters in the said Apartment as against other apartments in the said building.

16. **PROCEDURE FOR OBTAINING POSSESSION / FAILURE TO TAKE POSSESSION**

The Promoters shall after obtaining Occupation Certificate from the Municipal Corporation of Greater Mumbai for the said building **MARIGOLD MIRAAYA** in which the said Apartment is situate offer possession of the said Apartment to the Allottee in terms of this Agreement. The Promoters agree and undertake to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documents on the part of the Promoters. The Allottee shall take possession of the said Apartment within fifteen days of being offered such possession, by making payment of all amounts due and payable hereunder (including the amounts specified in Clauses 4 and 6 above and Clause 23 below) by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement. On failure of the Allottee to take possession of the said Apartment on being offered possession by the Promoters in the manner provided herein, the Allottee shall, without prejudice to any other liabilities which he may incur under this Agreement and be liable under law, become also liable to pay to the Promoters, and the Promoters shall become entitled to recover from the Allottee, the maintenance charges payable in respect of the said Apartment.

17. **DEFECT LIABILITY**

17.1 If within a period of five years from the date of handing over possession of the said Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the said Apartment or the said Building or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Promoters at their cost. In the event it is not possible to rectify such defects, the Allottee shall be entitled to receive from the

Promoters compensation for such defect in the manner as provided under the Act.

17.2 The Promoters have conveyed to the Allottee and the Allottee acknowledges that the Promoters are not in the business of manufacture of lifts, parking systems and / or of the several equipments provided either as a Common Amenity or Limited Common Amenity or in individual apartments, and the mechanised multi-level parking system and the passenger lifts and other equipments provided in the said building would be sourced from supplier (s) dealing in the product line. While the Promoters would obtain appropriate warranties as are customary from the supplier (s) of such product (s), the Allottee shall use the said facility at his own risk and in the event of any mishap or accident in the course of working of the said facility, the Allottee shall in all events have his remedies on any account whatsoever against the concerned supplier, and not against the Promoters. The Promoters shall make available the benefit of the warranties available to them in the course of purchase by them of such equipments and / or unexpired portions thereof to the Society. It is clarified that by granting / allotting parking spaces to the acquirers or allottees of parking spaces, the Promoters shall not be deemed to have assumed any responsibility or held out any warranty as to its fitness for the purpose intended, or as to its safety or as to its ability to serve the purpose intended. The Allottee shall jointly with the other persons availing the said facility / lift (s) / equipment (s) provided in the Common Areas and/or the equipment (s) provided in the said Apartment be liable to ensure that the said facility / lift (s) / equipment (s) is/are used in the manner mandated to be used as a prudent person, and further from time to time along with the other persons entitled to and availing the said facility / lift (s) / equipments attend to the servicing and maintenance of the said facility / lift (s) / equipment (s), and secure and obtain compliance by all persons of all conditions as to its use, and for the said purpose contribute proportionately jointly with the other persons entitled to and availing the said facility / lift (s), and other equipments held in common. The Promoters shall also not be deemed to have assumed any liability or held out any warranty as to the various items provided in the individual Apartments, and shall pass on the warranty extended by the supplier to the Promoters, to the extent of the unexpired / residual term thereof.

Further in the event the Allottee, insofar as it relates to equipments provided in the said Apartment, and any of the allottees, or their representative or Society, insofar as it relates to any of the equipments provided in the Common or Limited Common Areas, changing or carrying out any unauthorised works thereto, all obligations of the Promoters in whatsoever manner arising shall come to an end. In like manner, on any renovation or further or additional works carried out by the Allottee to the said Apartment, or the acquirers of apartments generally or the Society to the common portions of the said Building, the Promoters' obligations as to any alleged defect in workmanship shall automatically lapse and come to an end.

18. **COVERED PARKING**

The Promoters record and clarify that the Parking Spaces provided in the Basement (B), Stilt (S), Podium 1 (P1), Podium 2 (P2) and Podium 3 (P3), wherever granted / allotted, shall comprise an exclusive right to park a non-commercial light motor vehicle in such space, and a non-exclusive right to access such space through the limited common portions of the said Basement (B), Stilt (S), Podium 1 (P1), Podium 2 (P2) or Podium 3 (P3). Each designated parking slot shall entitle parking of one vehicle. Such parking slot shall not be enclosed, and shall only be designated by any identifiable differentiator. The same shall be used by the Allottee as a prudent person and in a manner as to facilitate unobstructed use of other parking spaces by the allottees thereof, and without disrupting, obstructing or jeopardising the right of such other allottees to use his / her / their respective slot. The Allottee shall also not do anything which may cause damage to the said parking space, or the uninterrupted use of the same. The price for such Parking Space is lumpsum. The Allottee has prior to the execution hereof inspected the said Car Parking Space (s) / location where the parking slot allotted to him is situate, and the specifications thereof, and satisfied himself of the location thereof, its physical extent and the suitability of the same to park the motor vehicle which he intends to park thereon. The Allottee confirms that he shall accordingly not hereafter be entitled to make or raise any grievance on such account. Such Parking Slot shall always be held appurtenant to the said Apartment and shall only be dealt with along with the said Apartment. Further the Parking Slot shall not

be permitted for use / parking of vehicles by a non-resident of the building (save and except the Visitors' Parking Slots at P3 level as separately demarcated).

19. The Allottee has further been informed that the subject matter of this Agreement is an Apartment in the Building / Wing called **WING A / WING B** forming part of the Building known as **MARIGOLD MIRAAYA**. The Promoters have in respect of the said proposed development registered the Project with MahaRERA in the manner required by law. The Promoters would be developing the remaining portions of the Project Land separately, and would be complying with their obligations for registration with MahaRERA and other obligations in law accordingly. The Promoters have explained to the Allottee, and the Allottee has understood and affirms that by entering into the Agreement herein, the Allottee has not, and shall not be deemed to have acquired any right in respect of the portions of the further / future / other development possible on the Project Land, not forming the subject matter of the present phase, save and except the right to use and avail of common areas and facilities jointly with the other acquirers of apartments in the Building as and when completed. The Allottee shall accordingly not interfere with the further development of the Project Land, or the right of the Promoters to take all decisions in respect thereof, it being understood that such right is not comprised in or acquired by or under or pursuant to this Agreement. The Allottee is also aware and has been explained and has understood that the common areas and facilities would become fully operational and available only along with the completion or substantial completion of the Project, and may not become immediately available with possession of the said Apartment. The Allottee further confirms that he has been informed by the Promoters, and he is aware that there is a possibility that even after construction of the said building / wing wherein the said Apartment is situate is completed, the Promoters would be carrying on construction activity in other parts of the Project and also in shared / common areas of the Project. The Allottee is aware that there could be some nuisance or annoyance during the course of completion of the remaining portions of the Project. The Allottee is also aware that the common amenities and facilities in the Complex would become fully available only on the development of the Project Land being completed in all respects. The

Allottee hereby records that he has agreed to acquire the said Apartment with notice of the same, and agrees and covenants not to make any grievance about the same.

20. **SOCIETY FORMATION**

The Allottee shall actively assist and co-operate in the formation of a Co-operative Society of apartment-purchasers in the said Building **MARIGOLD MIRAAYA**, with bye-laws similar to the prescribed Model Bye-laws, with necessary changes therein as may be deemed necessary, and become and be a member thereof. The Allottee shall for the said purpose from time to time and as and when called upon by the Promoters sign all letters writings and documents, including the application for membership in the said Society and for its registration, including the bye-laws and other relevant papers within seven days of demand; he will not object to any change which may have to be made in the same as may be thought necessary or suggested by the registering authority; he will also do all other acts deeds matters and things as the Promoters herein and/or the promoters of such Society may reasonably require for the purpose.

21. **TRANSFER AND CONVEYANCE**

21.1 The Promoters have disclosed to the Allottee that on the date of commencement of the Real Estate (Regulation and Development) Act 2016, the development on the said lands was already in progress, and the Project had been commenced. The Promoters have explained to the Allottee that they shall execute a Conveyance of the said property together with the said building and other structures constructed thereon after the development of the said lands is completed, and within the time permitted under the Act.

21.2 The Promoters have informed, conveyed and explained to the Allottee that in the event of and upon transfer and Conveyance of the said lands and the building and other structures to and in favour of the Society got registered in respect of the said property, if any apartments are lying unsold with the Promoters, the Promoters shall, notwithstanding such conveyance of the land and building, be entitled,

in the same manner as prior to such transfer, to an unfettered right to deal with and dispose of the unsold apartments to and in favour of persons of their choice, and on like terms and conditions as other apartments in the concerned building (s). The Allottee as member of the Society got registered in respect of the said building **MARIGOLD MIRAAYA** covenants with the Promoters that he shall not do any act by which he obstructs, interferes with or disrupts such right of the Promoters, and further covenants with the Promoters that he shall as member of such Society ratify and affirm any such transaction, and facilitate and co-operate, on being advised and recommended by the Promoters, the admission of such Allottee as a member of such Society, with the same right and subject to the same obligations as other members of the Society. The Allottee covenants with the Promoters to do all that is necessary to effectuate the aforesaid, and further to not do anything which may prevent the doing or achieving of the aforesaid. The Allottee further covenants with the Promoters to facilitate the Society executing appropriate writings in favour of the Promoters to execute the aforesaid, simultaneously with transfer of the said land and Building to and in favour of such Society as aforesaid.

21.3 Until transfer and conveyance of the said property and the common areas in the building to and in favour of the Society, the authority of the acquirers of apartments in the said building shall be subject to the overall control and authority of the Promoters over all or any of the matters concerning the said building and the amenities therein. The Promoters shall upon execution of the Conveyance in favour of the Society hand over vacant and peaceful possession of the common areas to such Society.

22. The Allottee herein shall, irrespective of whether he has actually taken possession of the said Apartment or not, commencing fifteen days after written notice is given to him by the Promoters that the said Apartment is ready for occupation, become liable to pay and pay to the Promoters / Society contribution towards the outgoings of the said Apartment at the provisional rate as intimated by the Promoters or the Society, subject to a minimum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) per month to meet the expenses in respect of the said Apartment towards insurance premia,

common electricity charges, repairs, salaries of clerks, bill collectors, chowkidars and sweepers or on any other account incidental to the management and maintenance of the said building and the working of the various services and facilities provided therein and the GST (and any other taxes levied thereon) leviable on account thereof; the Allottee shall in addition be liable to pay the proportionate share of municipal taxes, water charges and other Government levies as may be determined pro rata and communicated on the first assessment being made; such contribution shall be paid by the Allottee on or before the 5th day of each month in advance to the Promoters, or to the Society, if such Society is managing the said Building. The amounts so paid shall not carry any interest and remain with the Promoters until the said Building and the said lands are transferred to the said Society; the Promoters shall, if they collect such amounts, from and out of such contributions pay the common expenses in respect of the Project, and on transfer of the Project to the Society, render to it a consolidated account of the total amount collected from all acquirers of apartments and of the total amount spent out of the same, and pay over the excess or recover the deficit, as the case may be, to/from the Society. The rendition of the consolidated account to the Society and settlement of such account shall discharge the Promoters of their responsibility to refund excess, if any, out of such collections made from one or more of the acquirers of apartments and/or of recovering the deficit, if any, from one or more of them; the acquirers of apartments as members of the Society shall make up and adjust amongst themselves their respective accounts - the Allottee shall not be entitled to make any grievance or take any objection to the consolidation of all receipts and expenses in respect of the different apartments in the said building as aforesaid.

### 23. **DEPOSITS AND CHARGES**

23.1 The Allottee shall before taking possession of the said Apartment deposit with the Promoters (as presently tentatively estimated) the following amounts, viz.

- (i) ₹ 600/- (Rupees six hundred only) towards the cost of 10 shares in the Society and entrance fees thereto,

(ii) ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only)  
 towards the proportionate share of the Allottee in respect of the said Apartment in the professional fees of the Advocate engaged but excluding the out-of-pocket charges and expenses for preparing, engrossing, stamping and registering the different documents, declarations, etc. to be executed by the Promoters, the acquirers of apartments in the said building and the proposed Society from time to time and for registration of the Society and transfer of the property to it,

(iii) ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only)  
 towards the proportionate contribution of the Allottee for reimbursement of the charges / expenses incurred by the Promoters in respect of the said apartments including on account of deposits paid or payable to the local authority, electric supply agency, gas supply company, etc. on account of deposit for water supply, electricity supply and for amenities and services provided in the said building and also for or on account of water / gas / electricity connection charges,

(iv) ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only)  
 being the proportionate share of the Allottee towards the development charges payable on account of the said development,

(v) ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

being twelve months' advances of the outgoings calculated @ ₹ \_\_\_\_\_ (Rupees

\_\_\_\_\_ only)  
as provided in Clause 22 above,

(vi) ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

towards professional fees of the Advocates for preparing engrossing and stamping this Agreement for Sale of the said apartment to him (to be paid to them on execution hereof), and

(vii) As may be applicable towards the actual or proportionate share of the Allottee in the stamp duty and registration charges, if any, payable in respect of the said apartments on conveyance of the said Project Land in favour of the Society.

Of the above, the Promoters shall receive the amounts at Clause 23 (i), 23 (ii), 23 (v) and 23 (vii) as deposits, and shall render account in respect of the same; insofar as the other amounts are concerned, they shall not be liable to render any account in respect of the same, and the same shall be apportioned towards and as agreed charges.

23.2 The amounts paid at Clause 23.1 shall not bear interest. The Promoters shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, sums received on account of the share capital of the Co-operative Society to be formed, or towards the outgoings and legal charges, and shall utilise such amounts only for the purpose for which they have been received. The Promoters shall not, if they have collected any contribution from the Allottee, render to the Allottee any separate account of the collections made from him and/or of the expenses incurred in respect of the said Apartment; the rendition of the consolidated account to the Society and settlement of such account shall discharge the Promoters of their responsibility to refund

excess, if any, out of such collections made from one or more of the acquirers of apartments and/or of recovering the deficit, if any, from one or more of them; the acquirers of apartments as members of the Society shall make up and adjust amongst themselves their respective accounts - the Allottee shall not be entitled to make any grievance or take any objection to the consolidation of all receipts and expenses in respect of the various Apartments in the said building as aforesaid.

24. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

The Promoters hereby represent and warrant to the Allottee as follows:

- (a) the facts set out herein are all true and correct,
- (b) the said property is entered in the CTS records of Village Nahur in the name of the Promoters herein; as stated in the recitals herein, the said property though stated to admeasure 4,208.90 sq.mtrs.in the CTS records actually admeasures 4,190 sq.mtrs. at site,
- (c) the Promoters, by virtue of the redevelopment rights obtained by them from the Owners named in the recitals, are entitled to carry out the development of the Project on the said property shown so marked on the plan, *Annexure "1"* hereto, and are in actual, physical and lawful possession of the said lands for implementation of the Project,
- (d) the Promoters have lawful rights and requisite approvals from the Municipal Corporation of Greater Mumbai to carry out development of the Project and shall obtain the further requisite approvals from time to time to complete the development of the Project,
- (e) there are no encumbrances on the Project,
- (f) there are no litigations pending before any court of law in respect of the Project,

- (g) all approvals, licences and permits issued by the Municipal Corporation of Greater Mumbai with respect to the Project are valid and subsisting and have been obtained by following the due process of law; further all approvals, licences and permits to be issued by the Municipal Corporation of Greater Mumbai with respect to the Project shall be obtained by following due process of law and the Promoters have been and shall at all times remain in compliance with all applicable laws in relation to the Project,
- (h) the Promoters are entitled to enter into this Agreement and have not committed or omitted to perform any act or thing whereby the right title and interest of the Allottee created herein may be prejudicially affected,
- (i) the said Apartment is offered for sale to the Allottee only pursuant to the Scheme as enunciated elsewhere in these presents and on the irrevocable acceptance by the Allottee of the said Scheme,
- (j) the Promoters have not entered into any Agreement for Sale and / or Development Agreement or any other Agreement or Arrangement with any person or authority with respect to the Project and/or the said Apartment which would in any manner affect the rights of the Allottee under this Agreement,
- (k) the Promoters are not restricted in any manner whatsoever from selling the said Apartment in the manner contemplated in this Agreement,
- (l) the Agreement on the part of the Allottee to acquire the said Apartment **does not grant** him any right to interfere with the development of the remaining part of the said Project Land, or the sale and disposal of other premises in the Project and the Allottee Buyer shall restrict his claims and rights only to the Apartment agreed to be acquired by him, and not raise

any objection to the further development of the remaining part of the Project Land,

- (m) on execution of the Conveyance of the said property and the building and structures constructed thereon to and in favour of the Society got registered by the acquirers and holders or apartments therein in the manner as provided elsewhere in these presents, the Promoters shall hand over lawful vacant peaceful physical possession of the common areas in the said building to such Society,
- (n) the Promoters have duly paid and shall continue to pay and discharge the undisputed Government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatever payable with respect to the said lands (and the Project) to the Municipal Corporation of Greater Mumbai and other concerned authorities, and
- (o) the Promoters have not received any notice from the Government or from the Municipal Corporation of Greater Mumbai or under or by virtue of any legislative enactment, government ordinance or notification (including any notice for acquisition or requisition of the said lands or any part thereof) other than as disclosed herein and in the Title Report.

25. The Allottee, in pursuance of the provisions of the Scheme of the Promoters for developing the Project Land and as basis for purchase of the said Apartment by him, confirms having granted his irrevocable consent to the Promoters -

- (i) developing the said Project Land to the fullest extent permissible by availing of all additional construction that may become permissible thereon including on account of road set-back / widening or consequent to implementation of the Development Control Regulations 2034, and selling the premises therein on 'ownership' basis to persons of their

choice, and realising and appropriating to themselves the entire sale proceeds thereof and the Allottee herein or the Co-operative Society to be got registered in respect of the said Project shall not object to the same, or lay any claim to any part of the sale proceeds thereof; and

- (ii) giving out on leave and licence / tenancy / lease basis any of the unsold premises in the said Building to persons of their choice, and if the Promoters so choose, then to get themselves or their nominee / s enrolled as nominal member / s of the Co-operative Society, when got registered, in respect of such premises, pending the ultimate sale thereof on 'ownership' basis.

26. The Allottee on taking possession of the said Apartment, with intention to bind all persons in whomsoever hands the said Apartment may come, covenants with the Promoters that -

- (a) he will pay to the Promoters the instalments of price of the said Apartment and other amounts becoming due hereunder (including the amounts specified in Clause 23 payable against possession of the said Apartment) on the respective due dates as provided herein, time being of the essence,
- (b) he will take possession of the said Apartment within fifteen days of the Promoters offering him possession thereof after executing appropriate documents recording and evidencing such possession, and pursuant to and to effectuate the provisions hereof,
- (c) he will use and / or permit to be used the said Apartment only as residence or for such other purpose as may be permitted by the concerned local authority, and will not use or permit to be used the said Apartment for any other purpose, and in particular for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of neighbouring building / s / apartments or for any illegal or immoral purposes,

(d) he will not store in the said Apartment any goods of a hazardous, combustible or dangerous nature, or which is likely to damage the construction or structure of the said building, or the storage of which is objected to or not approved/licensed by the concerned local or other authority, or carry or cause to be carried heavy packages to the upper floors of the said building which may damage the entrances, staircase and common passages of the building,

(if any damage or loss is caused to the Promoters or to other occupants in the said building by breach of the provisions of sub-clauses (c) or (d) above, or on account of any negligence or default on his part, he alone will be liable for the consequences thereof),

(e) he will not throw or permit to be thrown any dirt, rubbish, rags, garbage or other refuse from the said Apartment into the common portions of the said building,

(f) by reason of acquiring a premises in the said building, he will not park any car in the open compound of the building or claim any right to park motor vehicles in the Basement (B), Stilt (S), Podium 1 (P1), Podium 2 (P2), Podium 3 (P3) or any other common areas of the said building; if he so desires, he will park his vehicles in any Car Parking Space in the slot / car parking space acquired from the Promoters on 'ownership' basis or on licence, and subject to payment of any charges due on account thereof until transfer of the said building and / or the said Project to the Society,

(g) he will not encroach upon or make use of any portion of the said buildings not agreed to be acquired by him,

(h) he will restrict his claims only to the said Apartment agreed to be acquired by him hereunder, and not claim any right to put up any construction on the said property or to make any variations or alterations in the said Apartment, and also not

claim any right to put up additional construction which may result in the reduction of further area of construction, if any, permissible on the said property,

- (i) he will not let out, sub-let, transfer or part with possession of the said Apartment or transfer or assign his right title or interest in the said Apartment or the benefit factor of this agreement until all amounts payable hereunder to the Promoters have been fully paid and discharged, and only if there is no subsisting breach or non-observance of any of the terms conditions or provisions hereof,
- (j) he will at his own costs carry out all internal repairs and maintain the said Apartment in good and tenable repair and condition from the date of his taking possession of the same and not do or suffer to be done anything in or to the said building or the said Apartment or in the staircase or passages thereof which may be against the rules, regulations or bye-laws of the concerned local or any other authority, or alter or make any addition in or to the said building or the said Apartment,
- (k) he will not slaughter any animals in the precincts of the said building,
- (l) he will not hang clothes for drying or otherwise on any of the outside walls, grills or windows of the said Apartment, and hang and dry clothes only in designated areas within the said Apartment,
- (m) in respect of any (one or more) split air-conditioners provided by him in the said Apartment, he shall provide the external unit only at the site designated and authorized therefor, and not at any other location,
- (n) he will not do or permit to be done any act or thing which may render void or voidable any insurance of the said building in which the said Apartment is situate or any part

thereof or whereby any increased premium may become payable in respect of such insurance,

- (o) he will not demolish or cause to be demolished the said Apartment or any part thereof, not close or permit to be closed the verandah / s or balconies of the said Apartment or make or cause to be made any addition or alteration of whatsoever nature to or in the said Apartment or any part thereof or effect any alteration in the elevation or colour scheme of the building, and will keep the sewers, drains, pipes, etc. in the said building/Apartment in good and tenantable repair and condition and in particular so as to support shelter and protect the other parts of the building and not chisel or in any other manner damage the columns, beams, walls, slabs, RCC parties or other structural members in the building without the prior written permission of Promoters or of the Society,
- (p) the Allottee shall bear and pay a proper proportion of the, dues, duties, impositions, outgoings and other burdens of any nature and kind whatsoever at any time hereafter imposed upon the said property and / or the building and / or upon the promoters or Allottees of apartments therein by any authority including the Municipal Corporation, revenue authorities, etc. in respect of the said property or the said building or the said apartments including on account of the user thereof,
- (q) along with acquirers of other apartments in the said building, he will pay to the local authority, State Government or any other authority any betterment charge, development tax, fire tax or any other tax or levy payable in respect of the whole of the said property, sharing the same amongst themselves in proportion to the carpet areas of the different apartments in the said building,
- (r) the Allottee shall on formation of the said Society do all acts as may be required to join and confirm any resolution for affirming the allotment by the Promoters of the car parking

spaces in the building to the various acquirers of apartments therein and to the Promoters to whom the same are granted / allotted,

- (s) within one month of demand by the Promoters, he will rectify any defect or want of repairs pointed out to him by the Promoters in the said Apartment / building,
- (t) he will carry out along with the acquirers of other apartments in the said building at their joint costs, without holding the Promoters liable or responsible for the same, all repairs, additions and alterations in or to the said building and the said Apartment as may be required to be carried out by the Government, local or any other authority after issue of Occupation / Completion Certificate for the same,
- (u) he will submit letters to and abide by such conditions as may be stipulated concerning or regulating the fit-outs to be carried out in the said Apartment and not commit any breach of the terms thereof,
- (v) he will not carry out any additions alterations or renovation to the said Apartment at any time after taking possession except after obtaining prior permission of the Promoters or the Society, as the case may be, and only after complying with such conditions as the Promoters / Society may stipulate in this behalf, including for the said purpose by keeping deposited such sum as may be stipulated to secure the due observance and performance of the terms thereof and to abide by and carry out such works only in the manner and without committing any breach of the terms on which such works have been permitted to be carried out,
- (w) he will, wherever stipulated by the Promoters / Society as a term of the fit-out, carry out the water proofing works in the said Apartment only through a common Contractor as may be designated by the Promoters / Society for the purpose and

in compliance with the stipulation as may be imposed by such Contractor,

- (x) he will not carry out any work in the said Apartment which may in any manner cause any damage to any of the other apartments above below or adjacent to the said apartments; if on account of any works so carried out by the Allottee any loss or damage is caused to any of the neighbouring apartments on the same floor or to any apartment above or below the said Apartment, the Allottee shall at his own costs be liable to make good such loss or damage, and keep the Promoters and the Society indemnified of from and against any loss damage or consequences of such work carried out by the Allottee,
- (y) he will allow the Promoters and their agents / servants to enter upon the said Apartment and carry out repairs therein for maintaining, rebuilding and keeping in good order and condition all sewers, drains, pipes, cables, water pipes, gutters, electric wires, etc. in the said building and for other similar purposes, and also for cutting off water/electric supply to any apartments in the said building the occupant whereof may have committed breaches of the terms of the agreement executed by him with the Promoters, or the bye-laws and regulations of the Society, and also for overseeing the observance by the Allottee of the conditions subject to which the Allottee is permitted to carry out any works in the said Apartment,
- (z) he will not permit to be kept or brought into the said Apartment any pet other than a pet dog; further, the Allottee himself shall be personally liable for the proper safe and acceptable conduct of such pet; in particular, the Allottee shall ensure that such pet does not become a nuisance to the other occupants in the said building; further also, that such pet is always maintained on a leash when moving in any part of the said property other than in the said Apartment; further also that the pet does not defecate or urinate in any part of the

common portions of the property; if the pet so defecates, the Allottee shall be personally liable to ensure that the same is forth with removed and cleared up and cleaned and disinfected; the Allottee further covenants that in the event of default or failure, for every instance of such dog poop remaining un-removed, un-cleared and un-cleaned, the Allottee shall be liable to pay a sum of ₹ 500/- (Rupees five hundred only) for every occasion when such dog poop has to be removed and the liability to make such payment shall be at par with other payment obligations of the Allottee as provided in these presents and all remedies available to enforce such payment shall extend to recovery of such sum also; the Allottee shall further be bound and liable to abide by any decision that the Promoter (until formation of the Society) and after formation of the Society, the Society may take about not permitting the dog to be brought in or walked on designated portions of the said property or permitting the pet dog to be taken through lifts installed in the building; the Allottee shall also be liable to ensure that any such pet dog as he brings in or permits to be in the said Apartment is properly inoculated, and further that it is not exposed to or becomes a carrier of any disease, and

- (aa) he shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereto that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies; he shall also abide by conditions laid by the Society regarding occupancy and use of the Apartment in the Building, and further shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

27. Nothing contained in this agreement is intended to be nor shall be construed to be a grant, demise or assignment in law of the said Apartment or of any portion of the said lands or the building now under construction thereon, such conferment to take place only on the transfer of the said lands together with the building constructed thereon to the Co-operative Society got registered by the acquirers and allottees of apartments in the said building; the Allottee shall have no claim save and except to the said Apartment hereby agreed to be acquired by him, and all open spaces, parking spaces, lobbies, staircase, terraces, etc. shall remain the property of the Promoters until the said lands and building are transferred by the Promoters to the Society as hereinbefore mentioned.

28. The Promoters have explained to the Allottee that Apartments in the said building would be sold progressively, and the maintenance charges / outgoings in respect of the said Apartments shall be paid by the allottees thereof from the date of their taking possession of the same. It is expressly agreed that the unsold Apartments shall continue to be in the possession and use of the Promoters. It is also agreed between the parties hereto that the Promoters may allow such unsold Apartments to be temporarily used by persons of its choice, pending the sale thereof on 'ownership' basis, without having to obtain the approval, sanction or consent from the premises-purchasers, including the Allottee, or the Co-operative Society got registered by them, and none of them shall be entitled to object to the same. The Promoters shall in respect of such unsold Apartments, even if the same be occupied temporarily by any other person, pay to the persons managing the said property or the Co-operative Society, until the sale thereof, only the actual municipal taxes and water charges (if consumed), and shall not be liable to contribute any amount towards sinking fund, repairs, water charges (unless consumed), gardening / goorkha / sweeper charges, etc. or for any fund provided for under the bye-laws of the Co-operative Society.

29. The Promoters have registered the Real Estate Project of which the said Apartment, being the subject matter of these presents forms part with the Maha RERA under the provisions of the Real Estate (Regulation and Development) Act 2016 under Registration Number \_\_\_\_\_.

30. The name of the building being presently constructed on the said property shall be **MARIGOLD MIRAAYA**, and the name of the Society which shall be got registered by the acquirers of apartments in the said building shall also contain the said name, and the Allottee herein or the other apartments-purchasers in the said building or the Society shall not change the same.

31. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE**

The Promoters shall be entitled to mortgage the unsold apartments in the said Building to augment the funds of the Promoters or to part-finance the development of the said Project Land or to otherwise raise monies or secure any obligations, and the Allottee hereby expressly records and confirms his consent to the same. The Promoters, however, shall not after executing this Agreement mortgage or create a charge on the said Apartment, and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Apartment.

32. **FACILITY MANAGEMENT**

The Promoters have informed the Allottee that the Promoters would with a view to secure that until the Society got registered in respect of the said building by the acquirers of apartments therein are able to take full and complete charge of the administration of the said building, and with a view to secure that on account of dissensions amongst the purchasers of apartments, the maintenance servicing and working of the various amenities and facilities provided in the building do not suffer, tie up with a professional Facility Management Agency for provision of cleaning of the common portions of the building, lift and staircase, collection and disposal of garbage from individual apartments, the working of water supply arrangements, the provision of proper security arrangements, the working of equipments which may be provided for securing safety of the occupants of the building provided in the said building, the maintenance of common portions in the said building and

attending to the general maintenance of the said building. As a term of the Agreement herein, with a view to achieve the aforesaid, the Promoters have stipulated that they would be entrusting the aforesaid facilities, in the first instance, to a Facility Management Agency and the acquirers of apartments would be liable, as part of their obligations, to contribute the proportionate share of the amounts payable by them, including the fees and charges payable by them to the Facility Management Agency. The Promoters have explained to the Allottee that having regard to the various factors and particularly having regard to the value addition and the enhancement in the quality of the asset which is proposed to be created by the Promoters, the Promoters are not inclined to sell the premises to any person who is unwilling to accept the said stipulation. The Allottee has acquainted himself with the said stipulation and the consequences thereof, including the resulting financial implications therefrom. The Allottee confirms that he has accepted the said stipulation and shall abide by and give effect to the said stipulation and not raise any grievance about the same and such confirmation on the part of the Allottee forms one of the basis for the Promoters to sell the premises to the Allottee.

33. The Promoters will have a right to install or have installed their logo in / upon one or more places in the said building together with a statement about the same having been developed by them, and the Promoters reserve to themselves (and the Allottee covenants that he and the Society formed of apartment – purchasers shall at all time facilitate and not obstruct) full, free and complete right of way and means of access to such place / s at all times for the purpose of repairing, painting, altering or changing the logo at their own costs and the Allottee or the Co-operative Society that may be formed shall not change, remove or disturb the logo so installed at any time under any circumstance whatsoever.

34. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment

Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee (s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and / or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the application of the Allottee shall stand cancelled without any further act of parties, and all sums deposited by the Allottee in connection therewith, including the booking amount shall be forfeited to the Promoters, and the Allottee shall then cease to have any right or interest to or in the said Apartment or against the Promoters.

35. **ENTIRE AGREEMENT**

The parties hereto record that the Agreement herein with its Schedules and Annexures constitutes and records the entire Agreement between the parties hereto with respect to the subject matter hereof, and all understandings, agreements, allotment letter, correspondence, arrangements, whether written or oral, if any between the parties with regard to the said Apartment are superseded and / or merged in these presents. The parties hereto further confirm that there is no other collateral agreement or arrangement between the parties hereto. Accordingly, the Allottee shall not set up any right or claim on the basis of any brochures or other promotional material that they may have been circulated or that may hereafter circulated in respect of the said building and the development proposed therein, it being agreed between the parties hereto that the full and complete agreement between the parties is as recorded in these presents, and all previous representations shall be deemed to be merged in what is recorded by these presents.

36. **WAIVER**

Any delay or indulgence shown by the Promoters in enforcing the terms hereof, or any forbearance or giving of time by the Promoters to the Allottee shall not be construed as waiver on the part of the Promoters of any breach or non-compliance with any of the terms or conditions hereof by the Allottee, nor shall the same in any manner prejudice the Promoters' rights in law or hereunder.

37. **NOTICE**

All notices to be served on the Allottee in connection with this Agreement shall be deemed to have been duly served on the Allottee if sent to the Allottee by Registered Post A.D. or by Courier or by Hand Delivery or by E-mail to the address / email ID (as the case may be) of the Allottee hereinbefore mentioned / provided by the Allottee from time to time. The address of the Allottee for the purposes of this Agreement is as set out in the opening para of this Agreement. A notice shall be deemed to have been served (a) if personally delivered at the time of delivery and (b) if sent by Courier, Registered Post A.D. or by E-mail, at the time of delivery thereof to the person receiving the same. In the event the Allottee changes his address as recorded with the Promoters, he shall intimate the same to the Promoters, and thereupon all notices and communications shall be addressed to the changed address. Unless otherwise notified, communication to the address recorded with the Promoters shall be deemed to be duly served.

38. **JOINT ALLOTTEES**

In case there are joint Allottees, all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him, which shall have all intents and purposes, and deemed to have been properly served on all the Allottees.

39. **RIGHT TO AMEND**

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

40. **SEVERABILITY**

If any provision of this Agreement is determined to be void enforceable under the provisions of the said Act or the Rules and Regulations made thereunder or under other applicable laws, the provisions of this Agreement shall be deemed to be deleted or amended insofar as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the provisions of the said Act or the

Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

41. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee (s) in the Project, the same shall be in proportion of the carpet area of the said Apartment as appearing in the sanctioned plans to the total carpet area of all other apartments in the Project as appearing in the sanctioned plans.

42. **FURTHER ASSURANCES**

Both parties agree that they shall execute acknowledge and deliver to the other such instruments and take such other actions in addition 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.

43. **PLACE OF EXECUTION**

The execution of this Agreement shall be completed only upon its execution by the Promoters through its signatory at the Promoters' office set out above. After the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution of this Agreement, this Agreement shall be registered at the office of the concerned Sub-Registrar of Assurances.

44. This Agreement shall always be subject to the provisions of the said Act, the said Rules and the said Regulations or any statutory requirement or modification thereof and also to the extent applicable, the Maharashtra Ownership Flats (Regulation of the Promotion of

Construction, Sale, Management and Transfer) Act, 1963 and the Rules made thereunder or any statutory requirement or modification thereof.

45. **GOVERNING LAW**

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

46. **STAMP DUTY AND REGISTRATION**

All stamp duty and registration charges payable on these presents and on other documents to be executed pursuant hereto shall be borne and paid by the Allottee exclusively, and the Promoters shall not be liable to bear or pay any part of the same.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective signatures hereto at Mumbai the day and year first hereinabove written.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(being a description of the said property / Project Land)

-----

**ALL THAT** the piece or parcel of land bearing Plots Nos.49 to 56 admeasuring 4190 sq.mtrs. or thereabouts in the aggregate (but shown in the CTS records as admeasuring 4208.90 sq.mtrs.) bearing CTS No.551 / 44 of Village Nahur situate Off Purshottam Kheraj Road, Mulund (West), Mumbai 400 080 and bounded as follows :

On or towards the North	-	By 30 Ft. Wide Road
On or towards the East	-	By Plots Nos.57 & 61
On or towards the West	-	By Plots Nos.29 & 24
On or towards the South	-	By Plots Nos.50 & 55

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

(being a description of the premises forming  
the subject matter of this instrument)

**ALL THAT** the premises being Apartment No. \_\_\_\_\_ in \_\_\_\_\_ Wing on the \_\_\_\_\_ Floor admeasuring \_\_\_\_\_ sq.ft. i.e. \_\_\_\_\_ sq.mtrs. or thereabouts carpet area (as computed under Regulation 2 (15) of the Development Control Regulations, 1991), the nett useable area thereof excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the Apartment being \_\_\_\_\_ sq.ft. i.e. \_\_\_\_\_ sq.mtrs. or thereabouts together with Car Parking Space No. \_\_\_\_\_ in the Basement (B) / Stilt (S) / Podium 1 (P1), Podium 2 (P2) / Podium 3 (P3) in the building **MARIGOLD MIRAAYA** being constructed by the Promoters on the land more particularly described in the **FIRST SCHEDULE** hereunder written. The said Apartment No. \_\_\_\_\_ is bounded as follows :

On or towards the North	-	By
On or towards the East	-	By
On or towards the West	-	By
On or towards the South	-	By

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

(being the list of fixtures fittings and amenities  
proposed to be provided in the building)

**APARTMENT AMENITIES**

Vitrified Flooring in the Entire Flat.

Aesthetically Designed Toilets.

Concealed Electric & Plumbing Works with high quality fittings.

Aluminium / UPVC Sliding Windows

**BUILDING AMENITIES**

Earthquake Resistant Designed Structure.

Building and flats planned bearing in mind basic Vastu norms.

Lush Green Landscaping.

Decorative Double Height Large Entrance Lobby.

High Speed Elevators.

Security System.

Borewell & Generator Back-up for Lifts & Common Areas.

Ample Car Parking.

Society Office.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**COMMON AREAS:**

1. Staircase and main passage.
2. Compound of the said building i.e. the open area of land appurtenant to the said building (save and except the open car parking spaces demarcated for Visitors' Parking).
3. Demarcated Open Terrace above the top floor of the building – as may be determined by the Promoters – for being used for common purposes like putting up T.V. Antenna and for being used as an open terrace by the allottees of residential premises in the building but not for putting up any construction or as a play area or any objectionable user; if the Promoters do not sell the remaining area of the terrace in pursuance of the Promoters' right and authority in that behalf, such remaining area shall also be a common area.
4. Servants' Toilets provided on the Midlandings for each Floor.
5. Pumprooms.
6. Borewell with Submersible Pump.
7. Lift rooms and lift wells.
8. Entrance Lobby in the Ground Floor.

**COMMON AMENITIES:**

1. R.C.C. underground and overhead water tanks.
2. Pump / s.
3. Passenger Lifts.
4. Lights and electrical fittings in staircase, entrance hall, lobbies, common passages, meter room and compound.

5. Meter room.
6. Exterior plumbing fixtures.
7. Fire fighting system.
8. Sewage Treatment Plant in the Basement.
9. Closed Circuit TV System.
10. Suction Pump in the Basement.
11. Rain Water Harvesting System.

**LIMITED COMMON AREAS:**

1. Terrace above the top floor only to the extent required to service the common amenities mentioned above.
2. Open Car Parking Spaces in the compound and Car Parking Spaces at the Basement, Stilt, Podium 1, Podium 2 and Podium 3 levels.
3. Mid-landings and landings on the floor of the respective wing of the said building in which the said Apartment is located as a means of access to the premises but not for the purposes of storage or as a recreation area or for residence.

SIGNED and DELIVERED by the )

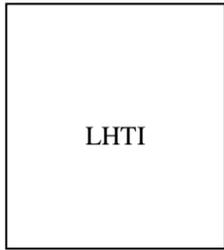
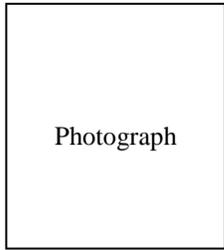
withinnamed PROMOTERS )

MESSRS. MARIGOLD REALTY )

by the hand of its partner )

\_\_\_\_\_ )

in the presence of: )



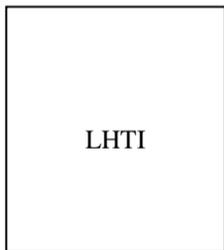
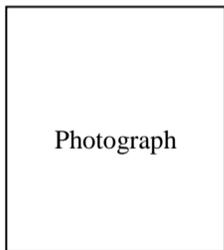
SIGNED and DELIVERED by the )

withinnamed ALLOTTEE )

\_\_\_\_\_ )

\_\_\_\_\_ )

in the presence of: )



Housiey.com

**RECEIVED** at or before the execution hereof of )  
 and from the Allottee abovenamed a sum of )  
 ` \_\_\_\_\_ (Rupees \_\_\_\_\_ )  
 \_\_\_\_\_ only) )  
 being the amount expressed within to have been )  
 by him paid to us. ) ` \_\_\_\_\_/-

***WE SAY RECEIVED,***  
***for Messrs. Marigold Realty,***

Partner  
**PROMOTERS**

Witnesses:

DATE	NAME OF BANK & BRANCH	Amount (Rs.)

<b>DATE</b>	<b>NAME OF BANK &amp; BRANCH</b>	<b>Amount (Rs.)</b>

**ANNEXURES :**

1. Plan of the Project Land
2. Photocopy of the Extract from Property Register Card
3. Photocopy of the Certificate of Registration with Maha RERA in respect of the Project
4. Photocopy of the Certificate on Title issued by Messrs. Narayanan & Narayanan, Advocates & Solicitors in respect of the Project Land
5. Photocopy of the Intimation of Disapproval issued by the Municipal Corporation of Greater Mumbai in respect of the Project
6. Photocopy of the Commencement Certificate issued by the Municipal Corporation of Greater Mumbai in respect of the Project
7. Payment Plan in respect of the total amount of consideration payable by the Allottee
8. Typical Floor Plan showing the Apartment

-----  
DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
-----

**Messrs. MARIGOLD REALTY**

To

-----

**AGREEMENT FOR SALE**

of  
Apartment No. \_\_\_\_\_ in Wing \_\_\_\_\_ on the  
\_\_\_\_\_ Floor with Car Parking Space  
No \_\_\_\_\_ in the Basement (B) / Stilt (S) /  
Podium 1 (P1) / Podium 2 (P2) / Podium 3 (P3)  
in the building

**MARIGOLD MIRAAYA**

situate Off Purshottam Kheraj Road,  
Mulund (West) Mumbai 400 080.

**NARAYANAN & NARAYANAN**

Advocates & Solicitors,  
Windsor Chambers, First Floor,  
Cawasji Patel Street,  
Fort, Mumbai 400 001.