

Draft Agreement for Sale

THIS AGREEMENT FOR SALE (“this Agreement”) is made and entered into at Mumbai this ____ day of _____, **TWO THOUSAND and TWENTY THREE BETWEEN M/S. BALAJI REALTY DEVELOPERS**, a partnership firm incorporated under the Indian Partnership Act, 1932, having its registered office at Unit No.2, Ground Floor, Murabai Mansion, Ramchandra Lane, Malad (West), Mumbai-400 064, and administrative office at Sejal Encasa, 173/174 S.V. Road, Kandivali(West), Mumbai 400 067 through its partner ~~Mr. Harsh Shantilal Gada, aged 27 years, having PAN No. ASDPG1342E of Indian Inhabitant, residing at E/1504, 15th Floor, Agarwal Residency, Shankar Lane, Kandivali(West), Mumbai 400 067~~ Mr. Vishal Nenshi Gala, aged 37 years, having PAN No. AFYPG0284M, of Indian Inhabitant, residing at 145 Avanti Apartment, Senapati Bapat Marg, Near Dadar Station, Dadar (West), Mumbai 400 028, and Authorized representative Mr. Dhirraj Shavjjibhai Gada, aged 50years, C 1404/5/6, Agarwal Residency, Shankar Lane, Kandivali(West), Mumbai 400 067, hereinafter referred to as the "**PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the said Firm and their respective heirs, executors, administrators, successors and assigns) of the **ONE PART**;

And

Mr. _____, of age _____ years, Indian Inhabitant, residing at _____ hereinafter called the "**PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include (i) in relation to the individual his/her/their respective heirs, executors, administrators and permitted assigns, (ii) In relation to a Company means Companies incorporated under the Companies Act, 1956 and shall mean and include its successors and permitted assigns, (iii) In relation to a Partnership it shall mean and include partners whose names and addresses have been furnished and partners thereof from time to time and survivors or survivor of them and the heirs, executors, administrators of the last survivor and their/his permitted assigns, (iv) In relation to HUF (Hindu Undivided Family) it means HUF recognized under Hindu Law, its members and/or coparceners and his/her/their respective heirs executors, administrators and permitted assigns) of the **OTHER PART**.

WHEREAS:

- (a) By Deed of Conveyance dated 30th June, 2009 made between Vijay Narottamdas Kapadia, Vijaysingh Vittaldas Ashar and Umesh Mahesh Bhatia, acting in their capacity as the Trustees of the Jethabhai Govindji Trust therein referred to as the Vendors of the one part and M/s. Balaji Realty Developers the Promoters herein, through its Partner Manish Sharma, therein referred to as the Purchasers of the other part, the said Vijay Narottamdas Kapadia, the said Vijaysingh Vittaldas Ashar and the said Umesh Mahesh Bhatia, acting in their capacity as the Trustees of the aforesaid Trust, sold, transferred and conveyed all that piece and parcel of land or ground together with the building Known as **“Moti Building”** situate at 2nd Fanaswadi, 18-18D, Dr. Parulekar Marg, Mumbai-400 002, bearing Collector Land Revenue Old No.140, New No.1185, Old Survey No.356 and New Survey No. 314 corresponding to Cadastral Survey No.2011 of Bhuleshwar Division in **“C”** Ward and admeasuring 841.5 sq. yards equivalent to 703.65 sq. meters or thereabouts (hereinafter for brevity’s sake referred to as **“the said First Property”**) and more particularly described in the Schedule thereunder written, to and in favour of the Promoters herein, upon the terms and conditions and for the consideration therein mentioned.
- (b) As the said Deed of Conveyance dated 30th June, 2009 was not duly stamped as per the provisions of the Bombay (now Maharashtra) Stamp Act, 1958, as amended upto date and the same was also not presented for registration within the stipulated time as per the Registration Act, 1908 with the Sub-Registrar of Assurances having the jurisdiction to register the said Deed of Conveyance dated 30th June, 2009, the parties thereto thus signed a Deed of Confirmation dated 11th August, 2010 interalia confirming the execution of the said Deed of Conveyance dated 30th June, 2009 to and in favour of the Promoters herein. The said Deed of Confirmation dated 11th August, 2010 is duly registered with the Sub-Registrar of Assurances at Mumbai under Serial No.BBE-1- 6356 - 2010 on 11th August, 2010.
- (c) By a Deed of Retirement Cum Admission dated 1st April, 2017, some of the partners of the Promoters i.e. Vinil Kabra, Gourav Kabra, Abhishek Kabra and Rajesh Kabra (hereinafter for brevity’s sake referred to as **“the said Retiring Partners”**), retired from the Promoter’ Firm upon the terms and conditions therein mentioned.
- (d) The Maharashtra Housing and Area Development Authority (**“the MHADA”**) granted its NOC bearing No. R/NOC/F-2276/5717/MBRRB-14 on 24th July, 2015 to the Promoters for the development of the said First Property upon certain terms and conditions therein mentioned and same was revalidated by the MHADA vide its letter dated 11th March, 2019.
- (d)(e) Thereafter the partners of the Promoters have settled the claim of the said Retiring Partners and paid some amount and have also allotted certain flats from its sale component being Flat Nos.

~~to and in favour of the said Retiring Partners and the same is recorded by writing dated~~.

- (e) By the Development Agreement dated 23rd October, 2020 made between (1) Sopariwala Afzal Abdul Gaffar, (2) Sopariwala Mohd Aftab Abdul Gaffar, (3) Mohamed Arif Noor Mohamed Sopariwala, (4) Mohammed Yunus Jusab Sopariwala, (5) Mohd Salim Sopariwala Ebrahim, (6) Hajama alias Hajra Abdul Kader Supariwala, (7) Surfaraz Abdul Kader, (8) Sakib Abdul Kader, Nos. 6 to 8 the legal heirs of the late Abdul Kader Noormohamed alias Sopariwala, (9) Halima Abdul Sattar Negani, (10) Nazima Mohammed Afzal Sareewala, (11) Mohammed Sameer Abdul Sattar Negani, (12) Mohammed Sajid Negani, (13) Mohammed Salim Abdul Sattar Negani and (14) Mohammed Siraj Abdul Sattar Negani, Nos.9 to 14 the legal heirs of the late Abdul Sattar Haji Esmail therein called the Owners of the one part and the Promoters herein therein called the Developers of the other part, the said Owners (1) Sopariwala Afzal Abdul Gaffar, (2) Sopariwala Mohd Aftab Abdul Gaffar, (3) Mohamed Arif Noor Mohamed Sopariwala, (4) Mohammed Yunus Jusab Sopariwala, (5) Mohd Salim Sopariwala Ebrahim, (6) Hajama alias Hajra Abdul Kader Supariwala, (7) Surfaraz Abdul Kader, (8) Sakib Abdul Kader, Nos. 6 to 8 the legal heirs of the late Abdul Kader Noormohamed alias Sopariwala, (9) Halima Abdul Sattar Negani, (10) Nazima Mohammed Afzal Sareewala, (11) Mohammed Sameer Abdul Sattar Negani, (12) Mohammed Sajid Negani, (13) Mohammed Salim Abdul Sattar Negani and (14) Mohammed Siraj Abdul Sattar Negani, Nos.9 to 14 the legal heirs of the late Abdul Sattar Haji Esmail granted the development rights to the Promoters therein in respect of the properties i.e. (i) all that piece and parcel of land bearing Old Survey No.369, Laughton Survey No. 301 corresponding to the Cadastral Survey Nos. 1997 of Bhuleshwar Division and admeasuring 230 sq. yards i.e. 193.28 sq. meters but as per Property Card the area admeasuring 258 sq. yards equivalent to 215.72 sq. meters situate at Naviwadi, Dadi Seth Agiyary Lane, Mumbai-400 002 and more particularly described in Firstly in the Schedule thereunder written and same being the Secondly in the Schedule hereunder written (hereinafter for the sake of brevity referred to as the **“said Second Property”**) and (ii) all that piece and parcel of land bearing Laughton Survey No. 300 corresponding to the Cadastral Survey Nos. 1996(part) of Bhuleshwar Division and admeasuring 295.99sq.meters situate at Naviwadi, Dadi Seth Agiyary Lane, Mumbai – 400 002 and more particularly described in Secondly in the Schedule thereunder written and same being the Thirdly in the Schedule hereunder written (hereinafter for the sake of brevity referred to as the **“said Third Property”**), for the price and upon the terms and conditions therein mentioned. The said Development Agreement dated 23rd October, 2020 is duly registered with the Sub-Registrar of Assurance at Mumbai City-5 under Serial No. BBE5-7002-2020 on **6th November, 2020**.
- (f) The MHADA granted its NOC bearing No. R/NOC/F-2737/5455/M.B.R.& R. Board -2021 on 1st July, 2021 to the Promoters

for the development of the said Second Property and the said Third Property known as Nand Bhuvan upon certain terms and conditions therein mentioned.

- (g) The MHADA granted its Composite Revised NOC bearing No. R/NOC/F-2276 & 2737/7079/MBRRB-2021 on 27th August, 2021 to the Promoters for the development of the said First Property, the said Second and the said Third Property upon certain terms and conditions therein mentioned.
- (h) The said First Property, the said Second Property and the said Third Property are more particularly described firstly, secondly and thirdly in the First Schedule hereunder written and are collectively referred to as **“the said Property”**.
- (i) The Promoters have entered into various agreement for alternate accommodation with the Tenants/occupants of Moti Building and Nand Bhuvan whereby agreed to provide them an alternate ownership flat in the new building/s to be constructed on the said Property.
- (j) In the circumstances herein above, Promoters are exclusively and absolutely entitled to the said First property as the owner thereof and are further entitled to the development rights of the said Second Property and the said Third Property.
- (k) Accordingly, the Promoters are absolutely entitled to construct the new building/s on the said Property with the right to use the F.S.I. including fungible F.S.I, premium F.S.I or any other F.S.I as may be availed for the setback area or otherwise and are entitled to deal with or dispose of the proposed construction of the building/s for such consideration, as they deem fit and proper.
- (l) The Promoters have also entered into an agreement/work contract with Architect registered with the Council of Architect **Anish Chouhan** and such agreement/work contract is as per Agreement/work contract prescribed by the Council of Architect and the Promoters have appointed a structural design and drawings of the building/s and the Promoters accepts the professional Supervision of the Architect and the structural Engineer till the completion of the building/s;
- (m) The Promoters have got the building/s plan approved from the M.C.G.M. under I.O.D. bearing No. **P-8484/2021(1996 And Other)/C Ward/BHULESHWAR/IOD/1/New dated 31st December, 2021 and also received the amended I.O.D bearing No. P-8484/2021(1996 And Other)/C Ward/BHULESHWAR 337/1/ Amended dated 1st August,**

2022 and obtained the Commencement Certificate for the commencement bearing No. P-P-8484/2021(1996AndOther)/CWard/ BHULESHWAR/ CC/1/NEW dated 30.09.2022 and dated 6th February 2023 —for the construction of the new building/s on the said Property more particularly described in the First Schedule hereunder written. **annexed hereto and marked as ANNEXURE- “A ” the copy of IOD dated 31st December 2021 and 1st August 2022. Also annexed hereto and marked as ANNEXURE- “B” the copy of Commencement Certificate dated 30th September 2022 and 6th February 2023.**

- (n) As a result of the aforesaid the Promoters are entitled to construct residential cum commercial building/s to be known as "**SEJAL AQUARIUS**" on the said Property (hereinafter for the sake of brevity referred to as "**the building/s**") and to deal with and dispose of the Premises being constructed therein. The Promoters have commenced the construction work in accordance with the rules and regulation and /or the terms and conditions incorporated while sanctioning of the building plans.
- (o) While sanctioning the plans the concerned Local Authority and/or State/or Central Government has laid down certain terms and conditions stipulations and restrictions, which are to be observed and performed by the Promoters while developing the said Property and the said building/s and upon the observance and performance of which only the completion and occupation certificate in respect of the said building/s shall be granted by the concerned local Authority; Such terms and conditions shall also be fulfilled and/or complied by the flat purchaser individually and/or jointly by the Society being formed and registered.
- (p) The Purchaser/s demanded from the Promoters and the Promoters have given to the Purchaser/s inspection of all the documents of title relating to the said Property and the layout plan, plans, floor plans, designs and specifications prepared by the Promoters' Architect and of such other documents as are specified under the Act and the Rules made there under and have inspected all the plans and specifications and also the Promoters have furnished to the Purchaser/s the copies of all the deeds, documents and writings relating to the rights of the Promoters to develop said Property (including the Transaction Documents) and has also furnished to the Purchaser/s copies of all the approvals and sanctions (including the building Plan) obtained by the Promoters from MHADA, BMC, and all other statutory and relevant authorities for the development of the said Property as per the provisions of the Real Estate (Regulation & Development) Act, 2016 (**'the said Act'**) and the Purchaser/s have duly examined and verified the same and is/are satisfied with the same

and on the basis thereof and has/have agreed to purchase the said Premises. The Purchaser/s has/have read all the terms and conditions of all the title documents and satisfied with the title of the Promoters in respect of the said Property and the Purchaser/s shall hereafter not raise any requisition or objection for the same nor the Promoters shall be liable to entertain any such requisitions from the Purchaser/s.

- (q) A copy of Certificate of title issued by M/s. VIMLA & Co., the Advocates & Solicitors of the Promoters, showing the nature of title of the Promoters to the said Property. **Annexed hereto and marked as ANNEXURE- "C" the copy of Certificate of Title dated 12th July 2021 also annexed hereto and marked as ANNEXURE- "D" the copy of Property card for plot bearing CS No. 1996 & 1997 and 2011, subject property.**
- (r) Pursuant to the negotiations held between the Promoters and the Purchaser/s, the Purchaser/s has/have agreed to purchase from the Promoters, on ownership basis, a Shop/Office/Flat in the building/s and as more particularly described in the **Second Schedule** hereunder written, hereinafter referred to as **"the said Premises"** and shown in **red hatched lines on the typical floor plan annexed hereto and marked as ANNEXURE- "-E "** with such amenities therein more particularly mentioned in the **Third Schedule** hereunder written, for a total lumpsum consideration more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as **"the Consideration"** payable to the Promoters in the manner set out thereunder written and on the detailed terms and conditions agreed between the Promoters and the Purchaser/s as recorded herein.
- (s) Relying upon the said application, declaration, indemnity and agreements contained in this agreement the Promoters agree to sell to the Purchaser/s the said Premises, at the price and on the terms and conditions hereinafter appearing.

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

1. The recitals hereinabove shall form an integral part of this Agreement as if the same are incorporated herein verbatim in the operative part hereof and to be interpreted and construed and read accordingly.
2. The Promoters shall construct on the said Property, the multistoried Building/s being the Residential cum Commercial known as **"SEJAL AQUARIUS"** consists-of A and B wings having ground plus 22nd floor (hereinafter referred to as the **building/s**), in phase wise manner and hereinafter referred to as the **"said Project"**, and/or such building/s as per the layout and building/s plans sanctioned and /or as per the layout plan and building/s plans to be amended/revised/ revalidated/approved and

sanctioned by the BMC as per Regulation 33(7) of DCPR -2034 or under any other regulation as may be applicable under the DCPR -2034 and the sanctioned plans which have been seen and approved by the Purchaser/s, with the full and clear knowledge and understanding that the Promoters shall be entitled to do such variations and modifications in the sanctioned plans, as may be considered necessary or as may be required by the concerned Authorities or Government to be made in them. It is hereby agreed by and between the parties hereto that the Promoters shall be entitled to make variations or amendments or modifications or revisions in the said layout plan and building/s plans as they may deem fit, the consent for obtaining and utilizing the FSI by the Promoters are not required to be obtained from the Purchaser/s provided that the same does not adversely affect the said Premises agreed to be purchased by the Purchaser/s. As part of such variations, amendments, modifications or revisions in the layout and/or in building plans, the Promoters may change the location of the building/s or any one or more of them and the Promoters may also construct additional areas by constructing additional wings and/or additional floors to one or more of the building/s and may also construct further building/s on the said Property as may be approved by the concerned authorities. The Purchaser/s hereby expressly consent/s to the Promoters for making variations or amendments or modifications or revisions in the said layout and building/s plans as it may deem fit, so long as the same does not adversely affect the said Premises. The Promoters shall not be required to take any further permission/consent of the Purchaser/s for the same. The consent hereinabove given by the Purchaser/s shall be considered as the Purchaser/s' consent contemplated by Section 14(2) of the said Act.

3. The Purchaser/s declare/s that:

- (i) prior to the execution of this Agreement, the Purchaser/s has/have taken inspection of all relevant documents and have received the copies thereof from the Promoters and the Purchaser/s has/have satisfied himself/herself/themselves fully in respect of the Promoters' Title to the said Property and seen the site and have further informed that all the common amenities will be handed over to the Society upon the completion of the Project as herein mentioned and the Purchaser/s do and each of them/doth hereby accept the same and agree/s not to raise any requisition or objection/s relating thereto at any stage.
- (ii) the Purchaser/s has/have read and understood and is fully aware of the terms and conditions of the said NOCs., Revised NOCs, Composite NOC, I.O.D., C.C. etc., the Promoters' rights, liabilities there under and in respect of the said Property and the said Building/s, which shall absolutely belong to the Promoters and neither the Purchaser/s nor his/her/their nominees/assignees and neither the Society/Organization of the Building/s to be formed and registered in terms hereof, shall have any right, title, interest and claim therein and the Purchaser/s hereby accord his/her/their express "No Objection"

thereto and further hereby agree/s to accept the said terms and conditions unconditionally and absolutely and further that the Promoters have agreed to sell and transfer the said Premises to the Purchaser/s, expressly relying on the assurance and declaration of the Purchaser/s to that effect and as hereinabove mentioned.

- (iii) the Purchaser/s has/have been informed by the Promoter and is/are aware that notwithstanding what is agreed herein for the use of the car parking spaces, the Purchaser/s may be charged parking fees on such basis as may be decided by the Promoters and the Society as and when the same is formed and registered at their absolute discretion and the Purchaser/s shall not dispute the same and/or delay payment of such charges on any pretext whatsoever.
- (iv) the Purchaser/s has/have been informed by the Promoters that the percentage of the undivided interest of the Purchaser/s in the said Property shall be in proportion of the area of the said Premises agreed to be sold hereunder to the total area of the Building/s and have been further informed that the proportionate share of the Purchaser/s in the Common Amenities, is liable to be increased or decreased in the event of there being change in the building/s plans and further that the apportionment of the proportionate price towards the common amenities and facilities as herein mentioned is only notional and the same is not subject to change even if the percentage of undivided share of the said Premises Common Amenities, increases or decreases and the said Premises is being sold to and purchased by the Purchaser/s with all the appurtenant rights for the lump sum price as herein mentioned and the Purchaser/s hereby expressly consent/s to such changes in the said share and hereby expressly authorizes the Promoters to so increase or decrease the said share of the said Premises and/or of the Purchaser/s in the Common Amenities, of the Building/s and the Purchaser/s hereby irrevocably agree/s to accept such share including if changed as aforesaid.
- (v) the Purchaser/s shall have right title and interest in respect of the said Premises only and shall have no right title or interest in respect of the area reserved for by the Promoters herein in any manner whatsoever.

4. The Promoters are undertaking the development of the said Property in a phase-wise manner as mentioned in recitals herein above (the phase-wise development of the entirety of the said Property as envisaged in the recital herein above and as also mentioned/contemplated in the other portions of this Agreement (hereinafter referred to as **“the Project”**)).

5. The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser/s the said Premises,

being a Shop/Office/Flat more particularly described in the **Second Schedule** hereunder written, hereinafter referred to as **“the said Premises”** and as shown in red hatched lines on the typical floor plan annexed hereto and marked as Annexure- “E” with such amenities therein more particularly mentioned in the **Third Schedule** hereunder written, for a total lumpsum consideration more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as **“the Consideration”** and payable to the Promoters in the manner set out in thereunder, subject to deducting the TDS @ applicable rate as per the prevalent provisions of the Income Tax Act, 1961 and as amended and TDS certificate on each such installment shall be handed over to the Promoters including the proportionate price of the common areas and facilities appurtenant to the said Premises in terms of the list annexed hereto. The Purchaser/s shall deposit TDS so deducted in the government treasury by furnishing challan-cum-statement in Form No.26 QB to the Director General of Income-tax (System) or to the person authorized by him in this behalf, within seven (7) from the end of the month in which the deduction is made, and issue a TDS certificate in Form No.16B to the Promoter within fifteen (15) days from the due date for furnishing the challan-cum-statement in Form No.26QB, after generating and downloading the same from the web portal specified by the Director General of Income-tax (System) or the person authorized by him, so as to enable the Promoters to give credit to the Purchaser/s for the same.

The time for payment of each of the installments/ payment/ deposits to be made by the Purchaser/s, is the essence of the contract and the Purchaser/s shall be liable to pay to the Promoters interest at the rate which shall be the State Bank of India’s highest Marginal Cost of Lending Rate plus two percent on all amounts due and payable by the Purchaser/s under this Agreement, if any, such amount remains unpaid for a period of seven (7) days or more after becoming due in terms aforesaid and hereunder.

In case of the dishonor of any cheque, issued by the Purchaser/s or any of the Purchaser/s, pursuant to this Agreement, for any reason whatsoever including ‘insufficient funds’, ‘stop payment’ or ‘account closed’ the cheque bouncing charges shall be minimum of Rs. 1000/- (Rupees One Thousand Only) per instance per day, which shall be payable by the Purchaser/s, who issued the cheque in question. The Purchaser/s must also ensure payments of the amount of the cheque in question and the cheque bouncing charges within 15 (fifteen) days from the date of the dishonor of the cheque, failing which such cheque dishonoring charges of Rs. 1000/- (Rupees One Thousand Only) shall increase to Rs. 2000/- (Rupees Two Thousand Only) per instance per day.

6. The Purchaser/s is/are fully aware that as per prevalent statute, GST is leviable/applicable on the purchase price payable hereunder and consequently the amount of each installment payable by the Purchaser/s to the Promoters in respect of this transaction, shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s hereby undertake(s) to pay the amount of the GST along with each installment from the effective date and further shall not dispute or object to the payment of such

statutory dues. The Promoters shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of GST applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoters hereunder, if such payment is not accompanied with the applicable GST amount and/or any other taxes levied thereon etc. Provided further that, if on account of change/ amendment in the present statute or laws, statutes, rules, regulations and policies or enactments of new legislation or new laws by the Central and/or State Government, any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoters in respect of this transaction and/or the aforesaid taxes levied is increased on account of revision by the Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Promoters shall not be liable to pay the same in any manner whatsoever.

7. The Purchaser/s agree/s and undertake/s to pay all the amounts payable under this Agreement within Seven (7) days from the date of Promoters intimating to the Purchaser/s that the amount is due and payable and the Purchaser/s shall without any objections or requisitions as regards to the payment of the amount payable as per the intimation, make due payment of the same.

8. Without prejudice to the rights of the Promoters to receive interest at the rate which shall be the State Bank of India's highest Marginal Cost of Lending Rate plus two percent on the delayed payments, if the Purchaser/s commit default: (a) in payment of any of the installments aforesaid on their respective due dates (time being the essence of the contract), and/or (b) in observing and performing any of the terms and conditions of this Agreement and if the default continues **on any three instances**, inspite of 15 (fifteen) days' notice to be sent by the Promoters to the Purchaser/s (prior to the Purchaser/s taking possession of the Premises), the Promoters shall be at liberty to terminate this Agreement in terms of these presents and as hereinafter stated.

9. On the Purchaser/s committing default on the due dates (on any three instances) in respect of payment of any installment of the amounts due and payable by the Purchaser/s to the Promoter under this Agreement (including non-payment of GST etc., levied under the relevant statutes) and upon the Purchaser/s committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at their own option, to terminate this Agreement.

Provided always that the power of termination herein before contained shall not be exercised by the Promoter, unless and until the Promoters shall have given to the Purchaser/s' 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it has intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within 15 (fifteen) days after receipt of such notice.

In the event of termination of this Agreement as aforesaid, the consequences hereinafter shall follow:

- (a) the Purchaser/s shall cease to have any right or interest in the said Premises or any part thereof;
- (b) the Promoters shall be entitled to sell the said Premises at such consideration and on such terms and conditions to such other person or party as the Promoters may in their absolute discretion deem fit and proper and the Purchaser/s shall not be entitled to question such sale or to claim any amount from the Promoters in any manner whatsoever.
- (c) the Promoters shall refund to the Purchaser/s **after executing the deed of cancellation with the purchaser**, the amount paid by the Purchaser/s to the Promoters in pursuance of this Agreement after deducting therefrom -
 - (i) 10% (ten percent) of the agreed consideration/earnest money of the said Premises (which is to stand forfeited by the Promoters towards predetermined liquidated damages for default on the part of the Purchaser/s);
 - (ii) the taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Premises upto the date of termination of this Agreement;
 - (iii) the amount of interest payable by the Purchaser/s to the Promoters in terms of this Agreement from the dates of default in payment till the date of execution of deed of cancellation for this Agreement;
 - (iv) the Purchaser/s agree/s that receipt of the said refund vide Cheque from the Promoters by the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents, whether the Purchaser/s accept/s or encash/es the Cheque or not, will amount to due refund by the Promoters in terms of these presents.

10. The provision of the mechanical car parking in the Car Parking Tower/Rotary car parking/ stack car parking on the said Property and the same is for the Premises holders **to whom the parking has been specifically allotted** by the Promoters in the Building known as **SEJAL AQUARIUS**. ~~Whether commercial or Residential premises holders(the said parking areas)~~

The Promoters shall be fully entitled and shall have the exclusive right and discretion to allot (for the purposes of use of) the parking space(s) in the said Parking Areas to the Purchaser/s of premises in the Buildings in such manner as it deems fit.

~~Such allotment of a space designated for parking vehicles would entitle the Purchaser/s only to an exclusive use of a particular parking space vis-à-vis the said Premises and hereinafter referred to as "The said parking space" as a Limited common area and facility.~~ Any reference to allotment of the said Parking Space in this Agreement shall mean the exclusive right of use to the Purchaser/s to the said Parking Space allotted to the Purchaser/s vis-a vis the said Premises as limited common area and facility and nothing further and the same shall in no manner be constructed as a sale or disposal of the said Parking Space.

The said Parking Space allotted to the Purchaser/s vis-a vis the said Premises forms an integral part of the said Premises and cannot be dealt with separately in isolation from the said Premises by the Purchaser/s.

The Purchaser/s is/are aware that similar exclusive usage rights of the respective parking spaces to other purchasers of Shop/Office/Flat shall be granted by the Promoters and that the same shall be binding on the Purchaser/s, his/her/their assigns and nominees. The details of the allotment of the said Parking Areas will be handed over to the Buildings' Society as and when formed and registered.

11. The common areas, facilities, common amenities in the Project including that may be usable by all the Purchaser/s alongwith the other Purchaser /s in the Project on a non-exclusive basis are set out in the Third Schedule hereunder written (Common Amenities) annexed hereto and the same is subject to change.

It is further agreed that the Purchaser/s has/have the right to use the Common Amenities as more particularly described in the Third Schedule hereunder written and provided across the said Property irrespective of **their Wing** of the composite building/s however, subject to the compliance of Rules, Regulations and Bye-Laws of the Common Organization and on payment of regular maintenance charges. The Purchaser/s agree/s that the aforesaid Common Amenities shall be used only by his/her/their family member/s and their servants/any outsiders, are not permitted to use the same. As it is a large layout, the infrastructure development including the facilities and the amenities to be provided shall continue to be under construction/development even after the Purchaser/s has/have taken possession of the said Premises.

12. The restrictive use of amenities/facilities shall not be objected by the Purchaser/s and the Purchaser/s shall not intervene into the smooth functioning of the construction/development activity of the amenities / facilities, particularly mentioned herein below. It is clarified that in the event the said Premises is ready to be handed over for possession, the Promoters shall not be obliged to hand over the amenities and facilities till the project is fully completed and the same shall be completed by the Promoters at the time of completion of the project. The Purchaser/s has/have agreed not to raise any objection whatsoever in this regard.

13. The Promoters shall be entitled to avail loans from financial institutions and/or Banks etc., for development of the above Composite Building/s on the said Property in which the said Premises is situated, against the security of the premises forming part of the Composite Building/s and further the Promoters shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of their right, title or interest in respect of the Project or the said Property or any part thereof and or incomplete construction of the Composite Building/s, subject however, that any such mortgage and/or charge created by the Promoters shall not adversely affect the rights of the Purchaser/s in respect of the said Premises agreed to be sold to him/her/them hereunder and in terms of these presents.

14. The Promoters shall be entitled to designate any spaces/areas (as per their requirement) of the said Project (including on the terrace and **basement levels thereof**) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the other Purchaser/s in the said Project. Such designation may be undertaken by the Promoters on lease, leave and licence basis or such other method. For this purpose, the Promoter/s may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc. in the Project. The Promoters shall also be free to construct sub-station for electricity supply, offices for the society formed by the Promoters, underground and overhead tanks, structures, watchman's cabin, toilet for servants, septic tanks and soak pits, the location of which are not particularly marked on the building's plans or any other plans. The Purchaser/s shall not interfere with the rights of the Promoters by raising any disputes in any court of law or tribunal or authority whether under Section 7 of MOFA and/or Section 14 of the said Act and/or any other provisions of any other applicable law. The Promoters shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser/s as required by any authority of the State or Central Government or competent authorities under any law concerning authorities of buildings or implementation of the scheme for the development of the said Project and/or the said Property.

15. The Promoters hereby agree that:

- (i) the Promoters hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the BMC and/or other concerned local Authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Purchaser/s, obtain from the concerned local authority, occupation certificate and/or part occupation certificate in respect of the Building/s in which the said Premises is situated. It is agreed that after the receipt of the Occupation Certificate, all such obligations shall be complied and performed by the Purchaser/s along with other purchasers of premises in the building.

- (ii) the Promoters shall deliver the possession of the said Premises to the Purchaser/s after the said Premises is ready for use and the Occupation Certificate is issued by the BMC and/or any other competent Authority, provided that all the amounts due and payable by the Purchaser/s under this Agreement have been paid to the Promoters from time to time without committing any default in payment thereof and the Purchaser/s has/have complied with and/or has/have observed and performed all the terms and conditions of this Agreement. The Purchaser/s shall take possession of the said Premises within a period of 15 (fifteen) days from the date of the Promoters giving written notice to the Purchaser/s intimating that the said Premises is ready for use and occupation.
- (iii) the Promoters shall cause the execution of conveyance in respect of the said First Property and the Promoters shall further cause the Owners to execute the conveyance in respect of the said Second Property and the said Third Property in favour of the Society, make full and true disclosure of the nature of their Title to the said Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Property and shall, as far as practicable, ensure that the said Property is free from all encumbrances.

16. (i) The possession of the said premises shall be delivered by Promoters to the Purchaser/s on or before 31st July 2026; **PROVIDED THAT** all amounts due and payable by the Purchaser/s herein including the consideration have been paid in full and the Purchaser/s has/have otherwise complied with the terms and conditions of this Agreement **PROVIDED HOWEVER** the Promoters is entitled to reasonable extension of time for giving delivery of the said Premises on the Possession Date if the completion of the Building/s in which the said Premises is situated, is delayed on account of any force majeure/vis majeure event including the following clause 16(ii) (“**Force Majeure**”):-

(ii) Notwithstanding anything contained to the contrary herein, the Promoters herein shall not incur any liability, if it is unable to deliver possession of the said Premises by the aforesaid date, if the completion of the scheme/project is delayed account of any force majeure events; i.e. (i) war, civil commotion or act of God, (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/Court.

(iii) The Promoters may complete any Wing or part thereof or floor of the Building/s or any part thereof and obtain part occupation certificate and give possession of the said Premises to the Purchaser/s and the Purchaser/s shall not be entitled to raise any objection for the

same and shall take the possession failing which all the consequence as herein above mentioned in clause will be applicable. After giving the possession of the Premises also the Promoter/s or its agents or contractors shall carry on the remaining work with the Purchaser/s occupying the said Premises. The Purchaser/s shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to the Purchaser/s. The Promoters shall endeavor to minimize the cause of nuisance or disturbance.

17. If the Promoters fails to abide by the time schedule for completing the said Real Estate Project i.e. the Building/s and for handing over the said Premises to the Purchaser/s on the Possession Date (save and except Force Majeure), then the Purchaser/s shall be entitled to either of the following:-

(i) Call upon the Promoters by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoters (**“Interest Notice”**) to pay Interest @ the rate which shall be the State Bank of India’s highest Marginal Cost of Lending Rate plus two percent for every month of delay from the possession date of the at the amount of Consideration paid by the Purchaser/s. The interest shall be paid by the Promoters to the Purchaser/s till the date of offering to hand over of the possession of the said Premises by the Promoters to the Purchaser/s; **OR**

(ii) The Purchaser/s shall be entitled to terminate this Agreement by giving written notice to the Promoters by Courier / E-mail / Registered Post A.D. at the address provided by the Promoters (**“Purchaser/s Termination Notice”**) and the Promoters shall call upon the purchaser to execute deed of cancellation within 30 days of receipt of this notice for termination. Within a period of 30 (thirty) days from the ~~date of receipt of the Purchaser/s Termination Notice by the Promoters,~~ deed of cancellation, the Promoters shall refund to the Purchaser/s the amounts already received by the Promoters under this Agreement with interest@ the rate which shall be the State Bank of India’s highest Marginal Cost of Lending Rate plus two percent from the date the Promoters received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoters (as stated in this clause), the Purchaser/s shall have no claim of any nature whatsoever on the Promoters and/or the said Premises and the Promoters shall be entitled to deal with and/or dispose off the said Premises in the manner it deems fit and proper. In case if the Purchaser/s elects his/her/their remedy under sub-clause (i) above then in such a case the Purchaser/s shall not subsequently be entitled to the remedy under sub-clause (ii) above.

(iii) It is agreed that upon the termination of this Agreement by the Purchaser/s, the claim of the Purchaser/s shall be restricted to refund of monies to be paid with simple interest as herein above mentioned and that the Purchaser/s shall not be entitled to claim any amounts

towards loss, damages and/or mental trauma or otherwise. Neither party shall have any other claim against the other in respect of the said Premises and/or arising out of this Agreement and Promoters shall be at liberty to sell and dispose of the said Premises to any other person at such price and upon such terms and conditions as the Promoters may deem fit and proper.

(iv) If as a result of any legislative order or regulation or direction of the Government or Public Authorities or for any natural calamity for any other reason beyond the control of the Promoters, the aforesaid Building/s is not completed and/or the possession of the said Premises is not given to the Purchaser/s, the only responsibility and liability of Promoters will be to pay over to the Purchaser/s and the other persons who may have purchased or who may purchase hereafter, the premises in the said Building/s, the total amount that may be received by the Promoters but without any interest thereon and save as aforesaid neither party shall have any right or claim against the other under or in relation to this Agreement, or otherwise howsoever. The amount so refunded shall be in full and final satisfaction and settlement of the claim of the Purchaser/s under this Agreement.

(v) The Purchaser/s agree to execute the deed of cancellation within 30(thirty) days of giving written notice to the promoters to terminate this agreement and agree that receipt of the said refund by cheque from the Promoters by the Purchaser/s by registered post acknowledgement due at the address given by the Purchaser/s in these presents, whether the Purchaser/s accept/s or encash/es the Cheque or not, will be considered as refund of the said amount in terms of these presents.

(vi) The Promoters shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building/s is/are complete and the occupation certificate is granted by the competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to the variation cap of 3% (three percent). The total price payable for the carpet area of the said Premises shall be recalculated upon confirmation by the Promoters. It is expressly agreed that if there is any increase in the carpet area allotted to the Purchaser/s, then in such case the Promoters shall be entitled to demand the additional amount from the Purchaser/s towards the consideration and the Purchaser/s shall not object for the payment of the additional amount on any ground whatsoever, which additional amount shall be payable by the Purchaser/s prior to taking possession of the said Premises without any delay. It is clarified that all monetary adjustments as envisaged in this Clause shall be made at the same rate per square feet and computed on the basis of the total consideration as mentioned in the Fourth Schedule hereunder written.

18. (i) The Purchaser/s shall take possession of the said Premises within 15 (fifteen) days of the Promoters giving written notice to the

Purchaser/s informing that the said premises is ready for use and occupation.

(ii) Upon possession of the said Premises being delivered to the Purchaser/s, he/she/it/they shall be entitled to the use and occupy the said Premises and thereafter he/she/it/they shall have no claim against the Promoters in respect of any item of work or amenities in the said Premises or otherwise in the said Building/s, which may be alleged not to have been carried out or completed.

(iii) Provided that if within five years of the defect liability period as specified under the said Act, the Purchaser/s bring/s to the notice in writing, of the Promoters any structural defect in the said Premises or the building in which the said Premises is situated or the material used therein or any unauthorized change in the construction of the said new building, then, wherever possible such defects or unauthorized changes shall be rectified by the Promoters, as per the said RERA Act, at their own costs. However, if the Purchaser/s carry out any alteration or addition or change in the said Premises and/or the said new building without obtaining prior written permission of the Promoters and the concerned Authorities wherever required, the liability of the Promoters shall come to an end and the Purchaser/s alone shall be responsible to rectify such defect or change at his/her/their own cost/s.

(iv) The Purchaser/s shall take possession of the said Premises within a period of 15 (fifteen) days of the Promoters giving written notice to the Purchaser/s intimating that the said premises is ready for use and occupation. On the expiry of the period of 15 (fifteen) days from the date of such notice in writing given by the Promoters to the Purchaser/s that the said Premises is ready for use and occupation, irrespective of whether the possession of the said Premises is taken or not in accordance with the provisions of this Agreement, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the built up floor area of the said premises) of all outgoings in respect of the said Property and the said Building/s, namely local taxes, property tax, betterment charges, premium, if any payable to the BMC, or such other levies by the concerned local Authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, security staffs, sweepers and other expenses necessary and incidental to the management and maintenance of the said Property and such parts thereof and the said Building/s thereon to the Promoters, until the project is completed and Furthermore, if on the expiry of 15 (fifteen) days from the date of the aforesaid possession notice and for any reason whatsoever, the Purchaser/s fails to take exclusive physical possession of the said Premises, the Purchaser/s agree/s that the Purchaser/s shall be liable to pay holding charges at the rate of Rs. 20/- (Rupees Twenty) per square feet of carpet area of the said Premises per month to the Promoters.

(v) The Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Purchaser/s further agree/s and undertake/s that the Purchaser/s shall pay to the Promoters provisional monthly contribution as applicable at the time of handing over the possession towards outgoings and maintenance expenses for residential Premises and as applicable at the time of handing over the possession towards outgoings and maintenance expenses for Commercial Premises. However, the Purchaser/s shall before taking possession of the said Premises pay to the Promoters the said sum as applicable at the time of handing over the possession for the period of 12 (twelve) months maintenance charges as advance payment of maintenance charges. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and shall remain with the Promoters till the necessary vesting/transfer document is executed in favour of the said society, subject to provisions of the said Act and/or the relevant Rules and regulations in connection therewith. On such vesting/transfer document being executed, subject to deductions to be made for the dues if any, the Promoters shall transfer the balance amount to and in favour of the society. In case of the deficit of the maintenance charges as herein mentioned above, then in such case the Purchaser/s shall further pay his/her/their proportionate share of outgoings and after the 12 (twelve) months either Purchaser/s shall pay further advance 6 (six) months maintenance charges or shall pay regularly on or before the 5th day of each and every month in advance as may be decided by the Promoters and shall not withhold the same for any reason whatsoever.

19. The Purchaser/s shall at the time of delivery of possession of the said Premises shall pay to the Promoters the following amounts:-

- (i) Rs. 30,000/- (Rupees Thirty Thousand Only) being agreed amount towards the legal charges;
- (ii) Rs. 600/- (Rupees Six Hundred Only) towards share application money and admission fees of the Society ;
- (iii) Rs. 2,500/- (Rupees Two Thousand five hundred Only) towards the formation & registration of the Society;
- (iv) Rs. 25,000/- (Rupees Twenty five Thousand Only) for water meter, electric meter, towards costs of electric sub-station, cables, sewage connection;
- (v) Rs. _____ /-(Rupees _____ Only)
towards development charges and betterment charges;
- (vi) Rs. 15,000/- (Rupees Fifteen Thousand Only) towards Piped Gas Connection;

(vii) Rs. _____/- (Rupees _____ Only) towards Clubhouse charges;

(viii) Rs. _____/- (Rupees _____ Only) towards Annual Maintenance charges.

Total: **Rs.** _____/- (Rupees _____ Only);
and

(ix) Applicable amount towards GST and/or and any other tax in any name whatsoever in respect of this transaction, if any, payable by Promoters to the prescribed Authority will in addition to the sale price agreed to be paid by the Purchaser/s to the Promoters in terms of these presents.

20. The Promoters shall, without being accountable to utilize the sum as mentioned in Clause 19 (i), (iii) to (vi) paid by the Purchaser/s for meeting all legal costs, formation and registration of society, deposits for electricity, water, gas etc., development charges and betterment charges, Clubhouse Charges and expenses including professional cost of attorney at law, Advocates and Solicitors of the Promoters in connection with formation of the Society, the cost of preparing its rules, regulations and the bye – laws and the cost of preparing and engrossing this Agreement etc. The Promoters also shall without having to render any account of whatsoever nature either to the Purchaser/s or the society shall utilize the sum specified in Clause 19 (i), (iii) to (vi) for the purposes mentioned herein.

21. The Promoters shall maintain a separate account in respect of sums mentioned in Clause 19 (ii) and the advance maintenance as received under clause 18(v) and 19(viii) above from the Purchaser/s on account of share money and for maintenance charges respectively shall utilize the amounts only for the purposes for which they have been received.

22. The Promoters shall have a first charge and lien on the said Premises in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement.

23. It is hereby expressly clarified, agreed and understood between the parties hereto that:

(i) The Promoters do and each of them doth hereby declare that no part of the FSI relating to the said Project have been utilized by the Promoters elsewhere for any purpose whatsoever unless the said Property is amalgamated with an adjoining property;

(ii) The entire unconsumed and residual F.S.I., T.D.R. etc., if any in respect of the said Property and the entire increased, additional and extra F.S.I./T.D.R. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the statute, D.P. Plan, Rules, Regulations and bye-laws governing the loading and utilization of FSI and/or **due to merger**

and amalgamation of the MHADA Scheme of the said Property with any other MHADA Scheme/s and as also the F.S.I. which may be available till the completion of the said entire project in all respect i.e. till obtaining the Building Completion Certificate of the Building/s to be constructed in phasewise manner on the said Property or on the portion of the said Property on any account or due to any reason whatsoever, or the State or Central Government or the Municipal Corporation of Greater Mumbai any set back area and/or due to any change in law, rules or regulations, shall absolutely belong to and be available to the Promoters alone and neither the Purchaser/s herein, nor the society being formed and registered of the Building/s shall have or claim any rights, benefits or interest whatsoever in respect thereof including for use and consumption thereof and/or make any claims on the ground of inconvenience and/or blockage of light and/or ventilation and/or density and curtailment of environment and/or water and electricity etc., and/or in any manner whatsoever;

(iii) The Promoters have full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI, fungible FSI, Premium FSI, set back F.S.I etc., respectively for construction on any property in Greater Mumbai as may be permitted by law, including the said entire Project, for the purpose of extending the new building/s thereon and/or for constructing any new and additional structures and floors thereon and/or otherwise howsoever, as they may desire and deem fit and proper;

(iv) The Promoters shall also be entitled to use, utilize and consume the FSI, fungible FSI, Premium FSI, set back F.S.I etc., of the said Property, for construction on the said Project on the said Property in any manner they deems fit and proper and as may be legally permitted, whether now or at any time in future, including after execution of the vesting documents in respect of the said Property or any part thereof, as aforesaid; and the Purchaser/s and/or the society being formed and registered of the Building/s shall not be entitled to use or consume the same at any time, even after execution of the conveyance or any other document vesting the title in respect of the said Property or any part thereof, in favour of the society.

(v) The top terrace on the said Building/s is agreed to be left open to the sky for further and additional constructions thereon by the Promoters in future at any stage and/or time in terms of what is stated in the aforesaid clause. Neither the Purchaser/s nor such society nor its members will have any right to use or have any claim right title or interest of whatsoever nature in the said top terrace, until the completion of the Project in its entirety and as mentioned hereinabove;

(vi) The Promoters shall form society for the Building/s of the said project. The Promoters may submit an application to the competent authorities, under the provisions of the Maharashtra Co-operative

Societies Act, 1960 and the Rules made there under, read with RERA Act and the RERA Rules. The society as formed shall admit as its members all purchasers of such ~~new and additional premises~~/New/Premises holders and additional premises in the said Building/s. It is made very clear that the Promoters shall not be obliged to join as the Member of the Society for their unsold premises and in case Promoters decided to become the Members for their unsold premises the Society may not object for the same and the Promoters shall only pay property tax till he becomes the Members for the unsold premises and if the Promoters desires to become the Members for the unsold Premises then shall pay only share money and membership fees to the Society and nothing else on any name whatsoever.

(vii) The Promoters shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the lease, license or other use of the unsold premises in the Building/s or any part thereof whether Society is formed or not;

(viii) All such new and additional premises, floors, buildings and structures shall absolutely and exclusively belong to the Promoters and the Purchaser/s or the society shall have no claim for any rights, title, benefits or interests whatsoever in respect thereof and the Promoters shall be entitled to deal with, sell, let or otherwise dispose off and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as they may in their sole and absolute discretion deem fit and proper and neither the Purchaser/s nor such society shall raise any dispute or objection thereto and the Purchaser/s hereby grant/s his/her/their irrevocable consent/s to the same;

(ix) The Purchaser/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this clause (including all its sub-clauses) or to the Promoters exercising its rights as mentioned herein, nor shall he/she/they claim any abatement or reduction in the purchase price due to the same nor shall they claim any compensation or damages from the Promoters due to not able to use the common amenities for the time being or on any ground whatsoever including on the ground of any inconvenience or nuisance which may be caused as a result of the Promoters putting up and effecting such new and additional construction as mentioned hereinabove;

(x) The Promoters shall have unfettered full, free and complete right of way and means of access over, along, across and under all internal access roads at all times of the day and night for all purposes and either on foot or with or without carts, carriages, motor-cars, motor-cycles, motor-trucks or other vehicles either laden or unladen as well as full, free and complete right to store building material on any portion of the said Property or the said Property for the purpose of carrying on construction of the said building/s as well as for the

purpose of constructing additional floors or additional structures on the said Property for consuming the unconsumed F.A.R. (F.S.I.) in any name whatsoever of the said Property and also full, free and complete right and liberty to lay and connect drains, pipes, electricity, telephone, telegraph, fax, cables and the equipment's of other amenities and services facilities for full and proper use and enjoyment of the said Property and/or the neighbouring Land or the Property that may have been or that may hereafter be agreed to be purchased or taken for development by the Promoters or have merged the MHADA/any other Scheme with the neighbouring MHADA /any other Scheme or in the same vicinity and if necessary to connect drains, pipes, cables etc., of the additional floors or additional structures to be constructed on the said Property as well as of the buildings and structures constructed or to be constructed on such neighbouring Property or Property under, over or along the said internal roads or on any portion of the said Property. The Purchaser/s hereby unconditionally and expressly consent/s to the same.

(xi) The Promoters shall have unfettered right to amalgamate or to amalgamate the said MHADA/any other Scheme with any other adjoining MHADA/any other Scheme in the same vicinity as the Promoters may deem fit and proper and at their own discretion and the Purchaser/s hereby give/s his/her/their irrevocable consent for the same.

(xii) The provisions of this clause shall always be the essence of this Agreement.

24. The Promoters shall be entitled to enter into agreements with other Purchaser/s in respect of unsold premises forming part of their respective allocations for any other permissible user in that behalf in such manner and on such terms and conditions as it may deem fit and proper without affecting or prejudicing the rights of the Purchaser/s in the said Premises.

25. The Building/s is will be known as “**SEJAL AQUARIUS**” as herein above mentioned and the sign/ name board on the building/s will always be the Promoters as **developed by** “M/s. Balaji Realty Developers” and neither the Purchaser/s nor the society of Purchaser/s be entitled to change or remove it under any circumstances whatsoever.

26. The Purchaser/s is/are aware that the Promoters may either himself and/or through its Purchaser/s and/or nominees or any of them jointly and/or separately give the unsold premises on leave and license and/or lease basis to banks or other institutions and/or any other party on such terms and conditions as it may deem fit and such leave and license/lease or other writings shall be binding on the Purchaser/s and consequently on the society to be formed and registered. Neither the Purchaser/s nor such Society will be entitled to object to the same and/or to charge any additional amount in the form of non-occupancy charges or otherwise. The Purchaser/s shall also not at any time vote in any meetings of the said society in favour of any resolution levying any charges on such premises after such society is

formed and this covenant shall be incorporated in the ultimate conveyance to be executed in this regard in favour of such society or shall be separately recorded in such deed/s document as the Promoters may decide.

27. The Purchaser/s himself/herself/itself/themselves with intention to bind all persons into whosoever hands the said Premises may come, doth hereby covenant/s with the Promoters as follows:

- (a) **TO MAINTAIN** the said Premises at the Purchasers' costs in good tenable repair and condition from the date the possession of the said Premises is taken/ the said Premises is notified by the Promoters as being ready for use and occupation and shall not do or suffer to be done anything in or to the Building/s in which the said Premises is situated, and also in the stair-case or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other Authority or change/alter or make addition in or to the building/s in which the said Premises is situated and the said Premises or any part thereof.
- (b) **NOT TO STORE** in the said Premises or any other part of the said Building/s or on any portion of the said Property or in parking space/s any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building/s or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of the said Building/s, including entrances of the said building/s and in case of any damage is caused to the said Building/s or the said Premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- (c) **TO MAINTAIN** from the date the said Premises is notified by the Promoters as being ready for use and occupation, at his/her/its/their own costs, the said Premises and to carry out all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which they were delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the said Building/s or the said Premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned Promoters local authority and/or other public authority.
- (d) **NOT TO DEMOLISH** or cause to be demolished the said Premises or any part thereof, not at any time make or cause to be made any addition or alteration in the said Premises, elevation and outside colour scheme of the said Building/s and to keep the portion partitions,

sewers, drains and pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the said building/s and the Purchaser/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Partis or other structural members in the said Premises without the prior written permission of the Promoters and/or the Society as and when formed and registered. In case on account of any alterations being carried out by the Purchaser/s in the said Premises (whether such alterations are permitted by the Promoters, Concerned Authorities or not) there shall be any damage to the adjoining premises or to the premises situated below or above the said Premises (inclusive of leakage of water and damage to the drains) the Purchaser/s shall at his/her/its/their own cost/s and expenses repair such damage (including recurrence of such damages).

- (e) **TO ABIDE BY** all the Bye-laws, Rules and Regulations of the Government, MHADA, BMC, Brihanmumbai Electricity Supply and Transport and all other Local and Public Bodies and Authorities and shall attend to, answer and will be responsible for all actions for violation of any such Bye-laws or Rules or Regulations.
- (f) **NOT TO THROW** dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the said Building/s.
- (g) **NOT TO** enclose balcony attached to the said Premises and make them a part of room/hall. The Purchaser/s has/have been clearly informed that the balcony attached to the said Premises has been approved by the MHADA and/or any other concerned authorities as an open balcony and shall further not cover any elevation features or chajjas if any, attached to the said Premises and make a part of the said Premises for the use of the room/hall. These elevation features shall continue to remain as elevation features.
- (h) **PAY TO** the Promoters within 7 (seven) days of demand by the Promoters his/her/its share of security deposit demanded by the Concerned Local Authority or Government for giving water, Electricity or any other service connection to the said Building/s.
- (i) **PAY TO** the Promoters the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the Building/s in which the said Premises is situated, irrespective of the said Premises being occupied by the Purchaser/s on receipt of Occupation Certificate / on taking possession (as the case may be). The Promoters represented to the Purchaser/s that the Promoters have constructed certain common amenities including **gymnasium**, swimming pool etc., **more particularly shown in the layout plan and the same are set out in Annexure “ F_” hereto.** These

amenities are common for the said Building/s and shall be for the benefit of all the occupants of the Building/s of the said development, i.e. the Building/s known as “SEJAL AQUARIUS” and the Purchaser/s shall enjoy the said amenities as and when the same is handed over and more particularly mentioned in the Schedules hereunder written for his/her/their respective **Residential or Commercial Premises**, upon handing over the possession of the said Premises to the Purchaser/s, however, uses of such amenities are restrictive in nature. The common expenses in respect of the said developments, shall be shared by the purchaser/s of Premises of the said Building/s in which the said Premises is situated in proportion to the area of their respective premises.

- (j) **TO BEAR** and pay within 15 days (fifteen) from the date of intimation to take the possession of the said Premises, the proportionate share (i.e. in proportion to the area of the said Premises) of outgoings in respect of the said Property, viz., local taxes, betterment charges, water charges, insurance premium, common electricity charges, repairs and sundry maintenance costs and salaries of clerks, chowkidars, sweepers, housekeeping and all other expenses necessary and incidental to the management and maintenance of the said building and land appurtenant. At the time of being handed over possession of the said premises, the Purchaser/s shall also pay to the Promoters the Ad-hoc Maintenance Deposit being a lumpsum amount towards initial outgoings expenses as set out above.
- (k) **NOT TO LET**, transfer, assign, or part with the Purchaser/s interest or benefit of this Agreement or the said Premises or part with the possession of the said Premises or any part thereof until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up and possession of the said Premises has been duly handed over by the Promoters to the Purchaser/s and only if the Purchaser/s has/have not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained permission in writing of the Promoters for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Promoters. In the event of any contravention of what is stated hereinabove in this sub-clause, the Promoters shall be entitled (but not bound) at their option to terminate this Agreement hereof and/or to treat any person who is placed in possession of the said Premises as a trespasser and to deal with him/her/them accordingly including without prejudice to charge compensation from the Purchaser/s the said person on account of such breach.
- (l) **TO OBSERVE AND PERFORM** all the rules and regulations which the Co-operative Society of the Premises holders in the said Building/s may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for

protection and maintenance of the said Building/s and the Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the Concerned Local Authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises in the said Building/s and shall pay and contribute regularly and punctually towards the taxes, lease rent, expenses or other outgoings in accordance with the terms of this Agreement.

- (m) **TO REMOVE** any obstruction or nuisance that may be caused by the Purchaser/s in the premises / Building/s /the said Property, forthwith on being called upon to do so by the Promoters /society and in the event the Purchaser/s failing to remove the said obstruction/nuisance, it may be removed by the Promoters/ society at the costs and consequences of the concerned Purchaser/s.
- (n) **TO GIVE ALL FACILITIES**, assistance and co-operation as may be required by the Promoters/society from time to time and at all times hereafter, to maintain, repair, renovate and/or replace any common area/facilities/ amenity/service line/infrastructure of and/or relating to any of the Building/s or premises on the said Property including by temporarily suspending (if necessary) the use, occupation and/or enjoyment of the rights (if any) that may have been granted by the Promoters (such as parking of vehicles, enjoying any particular open/enclosed space etc.) for such periods during which the maintenance, repairs, renovation and/or replacement if being carried out, without seeking any rebate and/or compensation for or in respect of the same. Till Conveyance in respect of the said Property is executed, the Purchaser/s shall permit the Promoters and their Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property or part thereof and the said Building/s or any part thereof to view and examine the state and condition thereof.
- (o) **TO OBSERVE AND PERFORM** all the terms and conditions and covenants to be observed and performed by the Purchaser/s as set out in this Agreement (including in the recitals thereof). If the Purchaser/s neglect/s, omit/s, delay/s or fail/s to pay for any reason whatsoever to the Promoters the amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the Purchaser/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to, within a period of seven (7) days from receipt of a written notice from the Promoters calling upon the Purchaser/s to make the said payments and/or comply with the said covenants and stipulations, the Purchaser/s shall be liable to pay to the Promoters such compensation as may be reasonably determined by the Promoters in the event of non-compliance by the Purchaser/s with the

said notice, the Promoters shall be entitled to proceed against the Purchaser/s in accordance with the terms of this Agreement and applicable provisions of Law.

- (p) **NOT TO DO** or omit, suffer or permit to be done any act, deed, matter or thing in relation to the said Building/s or any portion/s thereof which may or is likely to in any manner affect, prejudice or jeopardize the development rights held by the Promoters and/or the F.S.I. layout plans, orders and/or permissions and sanctions pertaining to the entire said Property or pertaining (in common) to said Building/s or which may in any manner cause any damage or injury to the rights/interest of the Promoters and/or the persons who have purchased/hold premises, parking spaces and other premises and spaces in the said Building/s.
- (q) **NOT TO PUT UP** or install box grills outside the windows of the said Premises or in any other manner do any other act which would in the opinion of the Promoters or society, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the said Building/s.
- (r) **TO MAINTAIN** the external elevation of the building in the same form as constructed by the Promoters and shall in any manner whatsoever and not to put up, under any circumstances, any construction or enclose the flower beds which have been permitted (approved) free of F.S.I in the plans already approved.
- (s) **TO INSTALL** air-conditioner/s only in the space/s provided in the said Premises for the same, if the Purchaser/s desire/s to install air conditioner/s of a type which or any part, unit or component of which will protrude/project substantially outside the said Premises, or be required to be affixed / installed outside the said Premises, the Purchaser/s shall install/affix the same only after obtaining from the Promoters prior written permission to do so and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed by the Promoters in respect of the same.
- (t) **TO KEEP** upon the receipt of the possession of the said Premises, insured against loss or damage by fire or any other calamities for the full value thereof.
- (u) In case Brihanmumbai Electricity Supply and Transport or any competent authority requires/demands construction of sub-station before supplying necessary electricity or domestic load to the proposed building, the cost, charges and expenses thereof shall be borne and paid by all the Purchaser/s in proportion to the area of their respective Premises agreed to be acquired by him/her/them/it.
- (v) **NOT TO OBJECT** even if the society is formed and registered as aforesaid, the management of the said Building/s by the Promoters as

herein mentioned through their own agencies and shall pay regularly the charges and/or outgoings in respect of the services provided by the said agency or agencies of the Promoters.

- (w) **NOT TO** put up any hoardings, neon signs, display boards or otherwise any advertising material in any part of the said Building/s whether inside or outside or in the compound, save and except a reasonably sized name plate/board at the entrance of the said Premises.
- (x) **SHALL NOT** be entitled to any rebate and/or concession in the price of his/her/their said Premises on account of the construction of any other building/s and/or structure and/or the changes, alterations and additions made in the building or buildings or structures or on account of any advertisement/ hoarding put on the said Property and/or the new building/s and/or any part thereof.
- (y) **SHALL NOT** use the area of chhaja/elevations for any purpose except for the purpose of keeping planters or keeping it empty, failing which the Purchaser/s shall be liable to pay Rs.10,000/- (Rupees Ten Thousand) per day till time he/she/they continue/s to use the said area of chhaja/elevations for any other purpose.
- (z) **SHALL NOT** fix/fit only split A/c and fix compressors only in area provided for that purpose, failing which the Purchaser/s shall be liable to pay Rs.1,500/- (Rupees One Thousand Five Hundred Only) per day till such time that Purchaser/s has removed the A/c Compressor from any other place other than area provided for the same.
- (aa) **SHALL NOT** interfere in any manner in any work of development of construction till the entire development of the Property are completed and the Promoters alone shall have full control, absolute authority and say over the un-allotted areas, car parking spaces, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the said Property and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoters in this regard.
- (bb) As the Purchaser/s is/are aware that the Promoters are engaged in constructing the said Property in a phasewise manner and to construct the said Property in Phasewise manner, the Promoters shall be entitled to enter upon or use any address of the said Property to ingress and shall be entitled to have all rights to pass from any part / areas of the said Property with trucks, machines, cranes, drillers, JCB/earthmovers, etc. and all other vehicles required for carryout but development and construction and also movement of materials and labours (both skilled and unskilled) on the said Property. Upon the said Premises being handed over to the Purchaser/s, the Promoters shall be entitled to continue to carry on all construction activities for

all or any other part of the said Property which are to be developed/constructed by the Promoters and which may cause inconvenience / disturbance to the Purchaser/s, however, the Purchaser/s has/have hereby unconditionally and irrevocably concerned for the same and agree, undertake and confirm that the Purchaser/s shall not take any objection for any of the construction activity/ies or any ingress / egress upon the said Property or any part thereof by the Promoters alongwith any vehicles, etc. and the Purchasers shall not raise any objection or make claim, demand damages, etc. from the Promoters and/or obstruct the Promoters or any of their construction activities in the building/s on the said Property or part thereof in any manner and for any reason whatsoever, and based on this clear understanding the Purchaser/s has/have agreed to acquire the said Premises.

(cc) The Promoters have informed the Purchaser/s that there is a common access road, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewage lines, sewage treatment plant and other common amenities and conveniences in the layout of the said Property.

(dd) The Promoters have further informed the Purchaser/s that all the expenses and charges (maintenance and up keeping) of the said amenities and conveniences may be common and the Purchaser/s along with other purchaser/s of Shop/Office/Flat in the Project and/or the Building/s constructed on the said Property, shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of Shop/Office/Flat on the Project including the Purchaser/s herein. The proportionate costs and charges to be paid by the Purchaser/s shall be determined by the Promoters and the Purchaser/s agrees to pay the same regularly without any abatement and without raising any dispute or objection with regard thereto.

28. Till the entire development of the said Property is completed in phase wise manner, the Purchaser/s shall not interfere in any manner in any work of development or construction and the Promoters alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities, and/ or any other common facilities or the amenities ~~including skywalk to be provided~~, further Promoters may at their own convenience can give right to use of common amenities as and when the same is ready for use in the said Building/s and the Purchaser/s shall have no right or interest in the enjoyment and control of the Promoters in this regard.

29. The Adhoc Maintenance Deposit so paid by the Flat Purchaser/s to the Promoters shall not carry any interest and shall be utilised by the Promoters for payments, taxes, outgoings from the date of possession. The Promoters have informed the Flat Purchaser/s that once the Adhoc Maintenance Deposit is about to get exhausted by the Promoters , the Promoters shall intimate the Purchaser/s about the same and the Purchaser/s have agreed to regularly pay the monthly maintenance charges on 5th of

every month on actuals without any objection, demur or protest as per the invoice raised by the Promoters till the time the management and operation of the Building/s has been handed over by the Promoters to the Adhoc Committee and/or to the Society, whoever earlier and shall not Withhold the same for any reason whatsoever and non-payment for 3 (three) consecutive months shall be construed as default under this Agreement. The Promoters shall hand over the management and affairs of the Building/s to the Adhoc Committee and/or to the society within a period of 12 (twelve) months from the completion of the Project. The Flat Purchaser/s hereby agree/s and declare/s that he/she/it/they shall submit full fledged drawings with all specification before starting interior work of the said Premises approval shall be obtained from the Promoters. At the time of being handed over possession of the said Premises, the Flat Purchaser/s shall **deposit** applicable “**Fitout Deposit**” towards the interest free deposit for carrying out interior work in the said Premises, irrespective whether he/she/they carry out the fitout work or not at that particular time. The said fitout deposit shall be forfeited in the event of non-compliance with any of the terms and conditions as stated in the Promoters’ approval by the Flat Purchaser/s. The said Fitout Deposit shall be refunded by the Promoters to the Flat Purchaser/s at the time of handover of the said Building to the Adhoc Committee and/or to the Society subject to the terms set out in this Agreement.

30. The Purchaser/s agree/s and acknowledge/s that the Promoters is/are providing equipment’s/ systems/ appliances as mentioned in the List of Amenities. The Purchaser/s is/are aware that the Promoters are not the manufacturer of these systems of equipment’s/ systems/ appliances. The Promoters does not warrant or guarantee the use, performance or otherwise of these equipment’s/ systems/ appliances. The parties hereto agree that the Promoters are not and shall not be responsible or liable in connection with any defect or the performance or non-performance or otherwise of these equipment’s/ systems/appliances.

31. Notwithstanding any other provisions of this Agreement, the Promoters shall be entitled in their sole and absolute discretion:

- (i) To formulate the basis of usage of parking spaces and charges to be levied for such usage as mentioned in this Agreement or workout as per the operational charges of the Parking from time to time and shall be recovered proportionately from the Parking Holders.
- (ii) The Promoters shall be entitled to-- decide the terms and conditions and the rate/charge/levy on which the parking of cars shall be allowed as mentioned in the Second Schedule hereunder written. The Purchaser/s agree/s that the Promoters shall have the exclusive right to decide the terms and conditions, rate of parking charges, timing of parking, place of parking and subject to availability of space and that the Purchaser/s shall not be entitled to demand any additional car-parking spaces. The Promoters shall further have the right to

reserve such number of parking spaces as the Promoters may in their absolute discretion decide to be used for parking of any person or persons or for any particular event without any let, hindrance, demand from the Purchaser/s or through or in under or in trust for the Purchaser/s.

- (iii) The Promoters shall prior to giving the possession of the said Premises to the Purchaser/s, earmark the areas for purposes of displaying hoarding /advertisements, neon signs, Dish Antenna/s, Relay Station/s for Cellular and satellite communications on the external and internal walls, roofs, top terrace, common corridors, common lifts, staircases, lobbies, entrances, atriums and all the common areas and passage. However, the same shall not obstruct ingress and egress of the Purchaser/s to the said Premises and/or to the building in which the same is situated. The Promoters shall have full right, absolute authority, and unfettered discretion to sell, transfer, lease and/or grant on leave and license basis and/or other create third party rights in respect thereof and enter into suitable arrangement/s or agreement/s with any person/s in connection therewith and on such terms and conditions as the Promoters deem fit and to receive/collect such contract monies/rents, fees as consideration thereof from such person/parties/allottees. The Promoters shall be entitled to be allotted shares in the Society proposed to be incorporated of the premises or other Premises in respect of such areas. The Promoters shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Purchaser/s or such Society and neither the Purchaser/s, nor such Society shall at any time raise any dispute or objection in this regard. It is agreed that the aforesaid rights in favour of the Promoters shall be treated as a covenant running with the land and shall form part of the lease deed or transfer document including conveyance as the case may be, when executed in favour of such Society. It is hereby expressly agreed that in case of vertical expansion of the Building/s by way of additional floor/s, the Promoters shall be entitled to shift the water tank/s, Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications, etc. either over and above such additional floor/s and/or extension or such other place/s as may be convenient to the Promoters and the Purchaser/s and/or such Society shall not be entitled to raise any objection and/or create any hindrance in respect thereof in any manner whatsoever.
- (iv) The Promoters shall be entitled to but not obliged to become the Member of such society to be formed by the Promoters, in respect of all the unsold premises together with the Purchasers of the other premises in the said Building/s known as “**SEJAL AQUARIUS**”.

- (v) The Promoters if necessary shall become the member of such society in respect of the rights and benefits conferred on it herein or otherwise as the case may be. If the Promoters transfer, assign and/or dispose of such rights and benefits at anytime to anybody, the assignees, transferees and/or the Purchaser/s thereof shall become the members of such society in respect of the said rights and benefits. The Purchaser/s herein and such society will not be entitled to raise any objection to admit such assignees or transferees as the member/s of such society and shall not charge any fees or other amounts' therefrom, save and except share money and entrance fee.
- (vi) (a) Unless it is otherwise agreed by and between the parties hereto, the Promoters shall within a period of **12** months of formation and registration of the society of the Building/s and on sale of all the Premises in the said Building/s whichever is later, cause the owners to transfer the said Property together with the Building/s constructed thereon to and in favour of the Society together with vesting documents in respect of the said Property, such vesting documents shall be executed keeping in line with all the terms and provisions of this Agreement and the vesting documents will be given to the Society with all the common amenities on the said Property and marked on the layout plan annexed hereto as **Annexure- "F"**.
- (b) All costs, charges and expenses in connection with preparing, engrossing, stamping and registering all the agreements, or any other document required to be executed by and between the Promoters and by the Purchaser/s including stamp duty and registration charges payable in respect of such vesting documents/conveyance and the formation of the said Common Organization, society as well as entire professional costs of attorneys of the Promoters for preparing and approving all such documents upto the execution of the conveyance shall be borne and paid by the Purchaser/s in proportion to the area of the said Premises.
- (vii) The power and authority of such society or the Purchaser/s herein and other Purchaser/s shall be subject to the overall power, control and authority of the Promoters in all the matters concerning the Building/s and other construction on the said Property, the construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold premises, etc., and the disposal thereof.
- (viii) At the time of execution of the vesting document in respect of the said Property and the Building/s, any rules framed under any relevant statute and/or under any order, notification or ordinance whatsoever and by whatever name called, shall be

complied with by the Purchaser/s and/or such society in consultation and co-operation with the Promoters and all costs, charges and expenses, if any, that may have to be incurred in connection therewith shall be borne and paid by the Purchaser/s and/or such society.

These terms being of essence and the Purchaser/s being fully aware of its importance, do hereby agree/s the same and the Promoters shall in the interest of all premises /holders in the Building/s and for the purpose of effective management of the Building/s it is desirable that the Promoters be vested with these power and authority. The Purchaser/s hereby agree/s and undertake/s to sign and execute such papers and applications for the formation and registration of the such society and for becoming a member and duly fill in, sign and return to the Promoters within 10 (ten) days of the same being forwarded by the Promoters to the Purchaser/s so as to enable the Promoters to form and register such society.

32. The Purchaser/s hereby agree/s, undertake/s and covenant/s with the Promoters that neither he/she/they, nor the Society (as and when formed) shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoters under this Agreement or any other deed, document or writing that may be entered into and executed between the parties hereto and the Purchaser/s and such society shall be bound and liable to render to the Promoters all necessary assistance and co-operation, to enable it to exercise and avail of the same.

33. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises and/or of the said Property and/or building or any part thereof, The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them and all rights of ownership in all open spaces, parking spaces, external walls, glazing, cladding, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoters until the said Building/s or the said Property is/are conveyed and/or transferred to such Society as herein mentioned, which in any case shall be subject to the rights of the Promoters as agreed to and specified herein and of the other allottees/purchasers of said the Premises as herein stated.

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

35. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by registered post with A.D. to his/her/their/it address given below. Further, in case there are Joint Purchaser/s all communications shall

be sent by the Promoters to the Purchaser/s whose name appears first in this Agreement and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

36. The ~~Stamp duty and~~ Registration charges in respect of and incidental to this Agreement and Stampduty and Registration charges to all other documents to be executed in pursuance of this Agreement like conveyance deed, any transfer documents etc., shall be borne and paid by the Purchaser/s alone and the Purchaser/s alone will be liable to pay all the interest, penal interest penalty, if any, to be payable to the stamp authorities or any other authorities, if any documents including this Agreement is found to be insufficiently or improperly stamped or otherwise howsoever.

37. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules made under there from time to time.

38. The Purchasers and/or the Promoters shall present this Agreement at the proper registration office for Registration within the time limit prescribed by the Registration Act and admit execution thereof.

39. Any dispute between the parties shall be settled amicably. In the case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

40. The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts in Mumbai shall have the jurisdiction in respect of and in connection with this Agreement.

41. The Permanent Account Nos. of the parties hereto is as under:

NAME	PAN
BALAJI REALTY DEVELOPERS	AAIFB5830F

42. The Annexures to this Agreement

Annexures	Details of the Annexures
Annexure-A-Collectively	IOD dated 31 st December, 2021 and 1 st August, 2022
Annexure-B	C.C. dated <u>30th September 2022 and dated 6th February 2023</u>
Annexure- C	Title Certificate dated 12 th July, 2021
Annexure-D	Property Cards of all the properties
Annexure-E	Typical floor plan of the Premises of the Purchaser/s

Annexure-F	Lay out plan of the Property
Annexure- G-Collectively	PAN Card of the Promoters
Annexure-H-Collectively	PAN Card of the Purchaser/s
Annexure-I	List of Amenities

THE FIRST SCHEDULE ABOVE REFERRED TO THE DISCRIPTION OF THE SAID PROPERTY:

Firstly: All that piece and parcel of land bearing Collector Land Revenue Old No.140, New No.1185, Old Survey No.356 and New Survey No. 314 corresponding to Cadastral Survey No.2011 of Bhuleshwar Division in “C” Ward and admeasuring 841.5 sq. yards equivalent to 703.65 sq. meters or thereabouts situate at 2nd Fanaswadi, 18-18D, Dr. Parulekar Marg, Mumbai-400 002.

Secondly: All that piece and parcel of land bearing Old Survey No.369, Laughton Survey No. 301 corresponding to the Cadastral Survey Nos. 1997 of Bhuleshwar Division and admeasuring 230 sq. yards i.e. 193.28 sq. meters but as per Property Card the area admeasuring 258 sq. yards equivalent to 215.72 sq. meters situate at Naviwadi, Dadi Seth Agiyary Lane, Mumbai-400 002.

Thirdly: All that piece and parcel of land registered in the Books of Collector of Land Revenue under New No.639, bearing Laughton Survey No. 300 and Cadastral Survey No. 1996 of Bhuleshwar Division and admeasuring 354 sq. yards equivalent to 295.99 sq. meters situate at Naviwadi, Dadi Seth Agiyary Lane, Mumbai-400 002.

THE SECOND SCHEDULE ABOVE REFERRED TO THE DISCRIPTION OF THE SAID PROPERTY:

(Description of the said Premises and the parking space as herein referred)

1.	Shop/Office/ Flat	Flat No. _____ admeasuring _____ square feet (Rera carpet area) on the _____ Floor of “_____” Wing (“the said Wing”) of the Building/s known as “SEJAL AQUARIUS”.
2.	Parking Spaces	_____ Car Parking Spaces in Mechanical Car Parking Tower

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THE THIRD SCHEDULE ABOVE REFERRED TO:

A. (List of amenities in the said Premises)

- 1) Structure:
 - a) The super structure shall be R.C.C. frame.
 - b) Exterior and Internal walls shall be of brick or concrete block masonry as per the Architect drawing specification.
 - c) Steel used shall of TOR/TMT bar as per approved by I.S. code as recommended by RCC consultant.
 - d) Concrete used shall be RMC/Design Mix concrete/ Site Mixing as per structural engineer's requirement.,
 - e) External walls shall be painted with Acrylic Emulsion weather coat paint.

- 2) Specifications:

- a) Clear Height of each resident tenement and commercial tenement shall be as per DCPR specification only.
 - eb) All rules and regulation related to availability of light and ventilation as prescribed by local authorities from time to time shall be followed.
- 3) Seismic Resistance (Earthquake Resistant):
The Structure shall be designed as per the Seismic Zone of Mumbai. (as per RCC consultant instruction)
- 4) Elevator:
Elevator of reputed and branded make.
- 5) Entrance:
Aesthetically designed Decorated Entrance Lobby shall be made on the entrance and intercom from gate to each flat shall be provided.
- 6) Interior Finish of Flats:
- a) All internal walls shall be finished and painted.
 - b) Windows: Aluminum sliding windows along with marble/granite windowsills shall be provided ~~with Iron Grills~~ of high quality. (as per Architectural design)
 - c) Glass Louver aluminum frame windows shall be provided in bathrooms and WC.
 - d) Living Room and Bedrooms doors shall be flush doors with teak wood finish on both sides with French polish. (As per Architect design)
 - e) Bathroom doors shall be provided with laminates for water resistance.
 - f) Door mongeries for main door night latch, door eye, safety chain, steel hinges and handles, tower bolts etc. shall be provided and for doors of other room steel hinges, steel handles, tower bolts shall be provided.
- 7) Flooring in Flats:
- a) Living Room and Bedroom shall be provided with vitreous tiles skirting on walls all around.
 - b) Bathroom walls shall be provided with designer glazed titles.
 - c) Proper Waterproofing shall be done on wet areas like kitchen nahnis, bathroom, W.C. and terraces/porches etc.
- 8) Bathroom Fittings:
- a) C.P. fitting like spout, overhead shower and bibcock of Jaquar or equivalent make shall be provided in bathrooms.
 - b) Flush tanks shall be provided as per MEP Drawings

- c) One ~~Instant~~ Geyser of ISI make shall be provided per Flat.
 - d) Sanitary ware like washbasin, WC, shall be of white colour of KOHLER / HINDUSTAN / NEYCER / CERA make or equivalent make.
- 9) Kitchen:
- a) GRANITE top with S.S. Sink shall be provided to Kitchen Platform.
 - b) Necessary Electric points for Water Purifier, Mixer and other Appliances shall be provided other than the light and fan points.
 - c) Mahanagar Gas Pipeline should be provided if available in that particular area/zone.
- 10) Electric Points and Wiring:
- a) Concealed copper wiring of ISI brands like ANCHOR / FINOLEX / HAVELS / RR CABLES or similar make shall be provided with A/C points in Living room and Bed room.
 - b) Good quality switches of CPL / ANCHOR or similar make shall be provided.
 - c) Necessary Light point shall be provided in the flat.
 - d) All common area (Passage ways & Stairways) should be fitted with adequate "LED" lights.
 - e) Electricity Backup Generator or Alternate Electricity connection in common area as per DCPR Norms
- 11) TV Cable and Telephone Cables:
Necessary wiring and cables for T.V. and Telephones etc. would be provided in each flat.
- 12) Circuit Breaker System as per Building norms:
- 13) Fire Fighting Equipment: (as per CFO Norms)
- 14) Staircase:
Staircase shall be finished with polished Marble or Granite stone or Kota Stone.
- 15) Anti-Termite Treatment:
Anti-Termite Treatment shall be done in the plinth level of the building to prevent any nuisance of termites from the ground beneath.

- 16) Security System:
CCTV on main entrance gate, Elevator, and Lobby along with Intercom from security booth and for internal flats shall be provided.
- 17) Overhead Tanks and Underground Tanks:
a) Adequate size of overhead and underground water tanks shall be constructed as per the requirement and rules of the BMC. The internal sides of the water tanks shall be waterproofed. (as per BMC Norms)
b) Pump Rooms equipped as per Norms and MEP drawings shall be provided.
- 18) Rain water harvesting should be provided as per MCGM norm.
- 19) Main gate & entrance door of the society should be beautifully designed.
- 20) Others :
▪ Well decorated entrance lobby, decorative compound wall with impressive gate.
▪ Society Office.
- 21) Gym, Infinite Swimming pool from the recreational FSI as per DCPR Norms

THE FOURTH SCHEDULE ABOVE REFERRED TO

<u>1.</u>	<u>Consideration</u>	<u>/(_____ Only)</u> <u>excluding all applicable taxes</u>
<u>2.</u>	<u>Promoters Account</u> <u>(Till the time of opening of Escrow account in IndusInd Bank)</u>	<u>M/s. Balaji Realty Developers</u> <u>A/c Name :- Balaji Realty Developers- OD A/C</u> <u>A/c. No :- 623000000261</u> <u>Bank Name :- IndusInd Bank Limited- Mumbai</u> <u>IFSC Code :- INDB0000048</u>
<u>3.</u>	<u>Promoters Account</u> <u>(After opening of Escrow account in IndusInd Bank)</u>	<u>(Details provided by the Promoters as per the Demand Note in compliance with RERA)</u>

(Schedule/manner of payment of purchase price by the Purchaser/s to the Promoters)

The Purchaser/s have paid on or before the execution of this Agreement a sum of Rs. _____/- (Rupees _____ Only) ~~(not exceeding 10% of the total consideration amount)~~ as advance payment or application fee excluding TDS and hereby agrees to pay to the Promoters the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner:-

Sr. No.	Amount(Rs.)	Stage	
1.		After execution of this Agreement	Not exceeding 30% of the Total consideration
2.		On completion of plinth of the building or wing in which the said Premises is located	Not exceeding 45% of the Total consideration
3.		On completion of slabs including podiums and stilts of the buildings or Wing in which the said Premises located	Not exceeding 70% of the Total consideration
4.		On completion of walls, internal plaster, floorings, doors and windows of the said Premises.	Not exceeding 75% of the Total consideration
5.		On completion of Sanitary fittings, staircases, lift walls, lobbies upto floor level of the said Premises	Not exceeding 80% of the Total consideration
6.		On completion of the external plumbing and external plaster, elevation, terrace with waterproofing of the Building or Wing in which the said Premises is located	Not exceeding 85% of the Total consideration
7.		On completion of lifts, water pumps, electrical fittings, electro,	Not exceeding 95% of the Total consideration

		mechanical and environment if applicable requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in this Agreement of the Building or Wing in which the said Premises is located	
8.		At the time of handing over of the possession of the said Premises to the Purchaser/s on or after receipt of occupancy certificate or completion certificate	Balance

IN WITNESS WHEREOF the parties hereto have respectively set and subscribed their respective hands the day month and year first hereinabove written.

SIGNED AND DELIVERED by the)
 Withinnamed the "PROMOTERS")
M/S. BALAJI REALTY DEVELOPERS)
 through its Authorized Representative)
)

1. Mr. Dhirraj S. Gada

Withinnamed the "PROMOTERS")
M/S. BALAJI REALTY DEVELOPERS)
 through its Partner)
)

2. Mr. Vishal N. Gala

in the presence of.....)

SIGNED AND DELIVERED by withinamed)
"PURCHASER/S")
MR. _____)
In the presence of...)

- 1.
- 2.

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RECEIPT

Received with thanks a sum of Rs. _____/- (Rupees _____ Only) towards Consideration (excluding TDS) against Flat No. _____ Wing “_____” in the project known as “Sejal Aquarius” situated at Navi Wadi, Dadiseth Agiyari Lane; Marine Lines, Mumbai- 400 002 as per details mentioned below;

Sr. No.	Amount	Cheque No.	Cheque Date	Drawn On

We say Received;

For Balaji Realty Developers

Authorised Signatory

