

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE (“Agreement”)** is made at Mumbai on this \_\_\_\_ day of \_\_\_\_\_, in the Christian year Two Thousand Twenty-Four (2024).

**BY AND BETWEEN**

**M/S. SHREEJI LIFESPACES GROUP (PAN : AETFS0104E)**, A Partnership Firm registered under the provisions of the Companies Act, 1932 and having its registered office at B/103, The Great Eastern Summit, Plot No. 66, Sector – 15, CBD Belapur, Navi Mumbai - 400 614., hereinafter referred to as the “**Developer**” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**;

**AND**

(1) **MR.** \_\_\_\_\_, Age: \_\_\_\_\_ Years, (**PAN:** \_\_\_\_\_),

**AND (2) MR.** \_\_\_\_\_, Age: \_\_\_\_\_ Years, (**PAN:** \_\_\_\_\_), an/both/all adult/s, Indian Inhabitant, residing at \_\_\_\_\_;

hereinafter referred to as the said “**Allottee(s)**” (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in the case of individuals, his/her/their respective heirs, executors, administrators, legal representatives and permitted assigns; its successors and permitted assigns) of the **OTHER PART**;

The Developer and the Allottee(s) are hereinafter for the sake of brevity, collectively referred to as the “**Parties**”.

**WHEREAS:**

- (i) The **Maharashtra Housing and Area Development Authority** (Hereinafter referred to as "**M.H.A.D.A**") is the owner of seized and possessed of or otherwise well and sufficiently entitled to the plot of land, under its housing scheme generally known as Lower Income Group Housing Scheme (LIG), bearing **C.T.S. No. 186 (Part)** forming part of Survey. No. 236-A, Pant Nagar, Mauje Ghatkopar, Ghatkopar East, Mumbai 400075 comprised of building No. 61 having ground plus Two upper floors being situated and part of layout plan, admeasuring 810.54 Sq. Mtrs. plus tit bit area as per demarcation of the plot in the registration Sub-District of Kurla, Mumbai District, consisting of 30 tenements in the building No. 61 more particularly mentioned in the **FIRST SCHEDULE OF THE PROPERTY** herewith (Hereinafter referred to as the "**SAID PROPERTY and SAID PLOT**"). The 30 tenants together later formed a Co-operative Housing society and named it as "**Pantnagar Laxmi Co-operative Housing Society Ltd.**" and registered it under 'Maharashtra Co-operative Societies Act, 1960', (**BOM/HSG/8104 dated 28<sup>th</sup> March 1984**), for the sake of brevity hereunder referred to as "**THE SAID SOCIETY**".
- (ii) By virtue of Sale Deed dated 4<sup>th</sup> September, 1993 lodged for registration in the office of the Jt. Sub-Registrar, Bandra, executed between Maharashtra housing and Area Development Authority, therein called "the Authority" on the one part and Pantnagar Laxmi Co-Operative Housing Society Limited, the Society therein of the other Part whereby, the said MHADA demised unto the said Society all and singular the land admeasuring about 810.54 Sq. Meters area laying under and appurtenant to Building No. 61, bearing Survey No. 186 (Part), CTS No. 236 A Situated at Pant Nagar, Ghatkopar East, Mumbai 400075. The Said Lease Deed got lodged in the office of the Jt. Sub-Registrar, under No. P3701/1993;
- (iii) In the premises aforesaid the said Society is seized and possessed of or otherwise well and sufficiently entitled to the leasehold right, title and interest in the said Land and is the owner of the Old Building standing thereon and the Old Building are hereinafter collectively referred to as the "**said Property**" which is more particularly described in the **First Schedule** hereunder written and delineated by red colour boundary lines on the plan annexed and marked as **Annexure "1"**;
- (iv) The Property Card bears the name of the Society i.e. "Pantnagar Laxmi Co-Operative Housing Society Limited" and the Plot area of Society is 810.54

Square Meters. and that the same is updated in the Property Card. A copy of the property card is annexed hereto as **Annexure "2"**.

- (v) The said tenants or existing members of the Said Society having rights and being absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property having good and marketable title and are also entitled to deal with and/or assign/let/transfer the same in any manner and/or consume the additional / enhanced FSI as agreed under "total FSI" as may be allowed by M.H.A.D.A. or concerned competent authorities from time to time and also to undertake redevelopment project/ scheme on the said property, but with prior permission of the M.H.A.D.A. and concerned competent authorities.
- (vi) The said old Building is more than 30 years old year and in dilapidated condition. The condition of the Old Building has deteriorated over time and requires extensive repairing. The repairing cost of the Old Building shall be substantial, which the present members are not in a position to pay. Hence, all members decided to redevelop the said old building and for that purpose society entered into redevelopment agreement dated 19.10.2006 executed between the society therein called the society and one developers M/s Kumar Builders the said redevelopment agreement registered with the sub registrar of assurance at kurla under serial No. BDR/13-08745/2006;
- (vii) The said Kumar Builders inspite of repeated request and reminders by the society through its committee members for over 16 years did not take any step in furtherance of its obligation to be timely completed with in terms of the said Development agreement consequently the said society in special General body meeting held on 19<sup>th</sup> September, 2020 resolve to cancel the said redevelopment agreement dated 19.10.2006 and authorize the committee members to take further steps for redevelopment of the said building.
- (viii) The said society pursuant to the decision taken and resolution passed in the said Special General Body Meeting by its letter dated 25<sup>th</sup> September, 2020 addressed to M/s. Kumar Builders after recording the breaches and violation of the terms of the said Re-development agreement, terminated the said redevelopment agreement and thereafter by public notice issued in the newspaper on 6.12.2020 and notified to the public in general about the termination, revocation and recession of the redevelopment agreement.

(ix) M/s Kumar Builder approached the Hon'ble High Court by way of Arbitration Petition bearing (L) No. 36092 of 2022. The Hon'ble High Court by order dated 28<sup>th</sup> November, 2022 referred the matter to the arbitrator however the Hon'ble High Court refused to grant any order in favour of M/s. Kumar Builders.

(x) The said old Building is more than 30 years old year and in dilapidated condition. The condition of the Old Building has deteriorated over time and requires extensive repairing. The repairing cost of the Old Building shall be substantial, which the present members are not in a position to pay. Hence, all members decided to redevelop the said old building and for that purpose the said society appoint a developer by following procedure through PMC being PMC Architect appointed by the society.

(xi) In response to the invitation to give offers by the interested developers the said PMC received 3 offers including of the Developer herein i.e. M/s. Shreeji Lifespaces Group and by its letter dated 28<sup>th</sup> December, 2022 furnished to the society offer for redevelopment of the said building no. 61.

(xii) The society had also represented by the application dated 7.10.2022 the district Deputy Registrar appointed one of its officers to conduct Special General Body meeting fixed on 30.10.2022 and accordingly in the SGM the members were held in the presence of the officer deputed by the District Deputy Registrar and after due deliberation and discussion between members present in such meeting unanimously appointed the developers herein as the developer of the society to undertake redevelopment of the property and accordingly the District Deputy Registrar by its communication dated 11<sup>th</sup> November, 2022 forwarded to the society and the developer inter alia confirmed the aforesaid facts and thereby authorized the society to take further steps for redevelopment of the property. Therefore, the schemes/ objectives of proposed redevelopment project agreed between the Developer and the Society was;

1. To demolish the existing said building, to commence the construction of new building as per eligible FSI, Intimation of Approval, Approved plans and drawings, Commencement Certificate, other permissions, etc., obtained/ to be obtained from M.H.A.D.A. and/or concerned competent authorities.
2. To allot 30 new flats to existing members of the said society inhabitant of the said Building.

3. To sell the proposed “New Premises/Flats” (other than society’s existing members new premises/flats) forming part of “The Saleable Area/s of the Developer” at such terms and conditions as the Developer” may deem fit and proper, to receive the sale proceeds/money in respect thereof and execute agreement/s for sale with prospective buyers/flat Purchaser/s, handover vacant and physical possession upon obtaining Occupation Certificate.

Hence, the new apartments/flats of the existing members of the society and new apartments/Premises/Flats” (other than society’s existing members) forming part of the Saleable Area/s of the Developer collectively called as **“THE SAID PROPOSED BUILDING”**.

(xiii) The developer has acquired the “Development Rights” for the proposed redevelopment project of the said building by and virtue of:

- a) A **Development Agreement** duly registered at the Sub-Registrar of assurances on 13<sup>th</sup> February, 2023 registered under No. KRL-3/2844 of 2023 duly executed between Developer, Said Society and the existing members of the said society. Copies of Index-II of the registered Development Agreement is annexed and marked as **ANNEXURE- A**.
- b) A **“Power of Attorney”** executed by the Said Society in the name of Developer to do various acts, deeds, matters and things for the development of said Property which is duly registered with the sub-registrar of assurances under No. KRL-1/ 2851/2023 **dated** 13<sup>th</sup> February, 2023, thereby appointed “Developer” consisting of partners (i) “Mr. Meghji Kesha Patel” and (ii) “Mr. Narayan Jiva Vaviya”, as the true and lawful attorney of the existing Members and of the Society for furtherance of the proposed redevelopment project, until its completion thereof.

(xiv) The Developer shall execute the ‘Permanent Alternate Accommodation Agreement’ with the existing members of the said society and the said society through its ‘Managing Committee and all being individually registered before Sub-Registrar of Assurances under respective serial numbers. The Developer has perfectly effected the terms and conditions of allotments and transfer of the ownership of 30 (Thirty) proposed New flat/New tenements and agreed to provide 15 Stack/Pit car parking to the existing society exclusively.

(xv) The existing members of said Building the Society jointly have handed over vacant, peaceful and physical possession of their individual tenement and also

old building mentioned in Schedule I herewith, to the Developer for the redevelopment, on the basis of approvals and permissions issued by MHADA and other competent Authorities for demolition and further development of the old building. Therefore on the basis of No Objections (N.O.C.), Intimation of Approval (I.O.A.), Amended Approved Plan/s, Commencement Certificate for plinth and other requisite permissions, sanctions etc. received from M.H.A.D.A. and/or M.C.G.M. and/or concerned competent authorities, Developer shall demolish the Said Old Building and other structure/s standing thereon and shall commence the construction of new building/s consisting of Stack/Pit Car parking + maximum upper floors to be known as “**SHREEJI LAXMI**” as per the approvals and the permissions in the Offer Letter/s, and have complied with the terms and conditions appearing therein. The Developer has made payments to M.H.A.D.A. and/or concerned competent authorities towards premium for securing FSI and other permissions and made payment to the Existing members of the said Building towards various heads of expenses to secure temporary alternate accommodation etc. and that the entire scheme of proposed redevelopment project shall be executed as per permissions obtained/ to be obtained from time to time and the terms and conditions as appearing in the Development Agreement.

(xvi) The Developers appointed Architect and RCC Consultant and got the plans prepared for the development /redevelopment of the said land and submitted the same to the Executive Engineer, Building Proposal Cell, (E.S.) of the Municipal Corporation of Greater Mumbai, MHADA for approval;

(xvii) In addition to the Members Premises, the Developer is entitled to construct free sale units and car parking spaces (“**Developers Premises**”) for allotment to intending allottees on ownership basis and accordingly the Developer is constructing a composite building known as “**SHREEJI LAXMI**” (“**New Building**”) on the said Land comprising of Members Premises and Developers Premises under the provisions of the Regulation 33(5) of Development Control and Promotion Regulation, 2034 (“**DCPR**”);

(xviii) Adv. Ashwini Patil-Mane, Advocate for the Developers by her Title Certificate dated 15th April 2024, inter alia, certified the title of MHADA as Owners and title of the Society as Lessee in respect of the said land and the building then existing thereon as also certified the right of the Developers to carry out re-development on the said land. The copy of the Title Certificate of Registration is attached hereto as **Annexure “3”**.

(xix) The Developer is developing and constructing the New Building on the said Land as a real estate project (hereinafter referred to as the “**Real Estate Project**”) as defined under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the “**Act**”) read with the rules and regulations framed thereunder (hereinafter referred to as the “**RERA Rules**”). The Real Estate Regulatory Authority (“**Authority**”) RERA has duly issued Registration Certificate dated \_\_\_\_<sup>th</sup> \_\_\_\_\_, 2024 bearing RERA registration no. \_\_\_\_\_ (“**RERA Certificate**”) and in respect of the Real Estate Project and a copy of the RERA Certificate hereto is annexed and marked as **Annexure “4”**;

(xx) The Allottee/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has/have agreed and consented to the development of the Real Estate Project. The Allottee/s has/have also examined all documents and information uploaded by the Developer on the website of the Authority as required by RERA and RERA Rules and has understood the documents and information in all respects;

(xxi) The principle and material aspects of the development of Real Estate Project are as follows:

- i. The Real Estate Project shall be known by the name “**SHREEJI LAXMI**”;
- ii. The common rooftop terrace shall be accessible to all the residential occupants of the New Building;
- iii. Out of total floor space index (“**FSI**”) available for the construction of the New Building, FSI admeasuring \_\_\_\_\_ square meters (approximately) including fungible shall be utilised towards construction of the Members Premises and the balance FSI admeasuring \_\_\_\_\_ square meters (approximately) (“**Free Sale Component**”) shall be utilised towards construction of the Developers Premises by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the DCPR or based on expectation of increased FSI which may be available in future on modification to DCPR which are applicable to the said Real Estate Project (as defined below);
- iv. The common areas, amenities and facilities in the Real Estate Project

which shall be used by the all the allottee(s)/occupants are listed in **Second Schedule (“Project Common Areas and Amenities”)**;

- v. The Developer shall be entitled to designate any spaces/areas in the Real Estate Project for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by all allottees in the Real Estate Project. Such designated space/areas may be undertaken by the Developer on lease, leave and license basis or such other method;
- vi. The Developer has got the approvals from the concerned Developer may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers, etc. The service areas located within the Real Estate Project shall be earmarked by the Developer including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps, and equipment, etc. and other permitted uses as per zoning plans/building plans. The Allottee shall not be permitted to use the service areas, etc. in any manner whatsoever and the same shall be reserved by the Developer for rendering maintenance services;
- vii. The Developer submitted plans for the construction of the Real Estate Project to MHADA (“**Planning Authority**”) and the Planning Authority has issued Intimation of Approval (IOA) For ZERO FSI dated 14<sup>th</sup> June, 2023 bearing No. MH/EE/BP Cell/GM/MHADA-1/1296/2023 (“**IOA**”) and the Developer are presently permitted to use the development potentiality/FSI as allowed/sanctioned vide Plinth. Consent Letter for Commencement Certificate bearing Ref. No.CO/MB/REE/NOC/F-1482/1543/2023 dated 07<sup>th</sup> June, 2023 (“**CC**”) in respect of the New Building. Copy of the aforesaid IOA dated 14<sup>th</sup> June, 2023 and CC dated 07<sup>th</sup> June, 2023 are annexed hereto and marked as **Annexure “5” and “6”** respectively;
- viii. The proposed layout plan of the Real Estate Project is annexed hereto and marked as **Annexure “7”**;
- ix. The above details along with the relevant permissions and approvals are available for inspection on the website of the Authority at

<https://maharera.mahaonline.gov.in>

- (xxii) The Developer has entered into a prescribed agreement with an Architect Creative Consultancy, registered with the Council of Architects and also appointed a Structural Engineer for preparing structural designs and drawings and specifications of the New Buildings to be constructed on the said Land and the Allottee/s accept/s the professional supervision of the Architect and Structural Engineer appointed by the Developer till the completion of construction of the New Building unless otherwise changed by the Developer;
- (xxiii) The Allottee/s has/have approached the Developer and requested the Developer to sell to him/her/them a residential premises as more particularly described in the **Item No.3 of Third Schedule** hereunder written (hereinafter referred to as “**Unit**”) to be constructed / being constructed on the said Property and the said Unit is shown in red hatched lines on the floor plan annexed hereto and marked as **Annexure “8”**;
- (xxiv) The Allottee/s has/have demanded inspection from the Developer and the Developer, upon such demand being made by the Allottee/s, have given inspection to the Allottee/soft copies of all documents of title relating *inter-alia* to the Real Estate Project including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Developer’s Architects for the Real Estate Project, the Title Certificate, revenue records and all other documents as specified under the Act and RERA Rules;
- (xxv) While sanctioning the plans, granting approvals and permissions as referred hereinabove, the authorities have laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Developer while developing the Real Estate Project and upon due observance and performance of which only, the Part Occupancy Certificate / Occupation Certificate in respect of the New Building shall be granted by such authorities;
- (xxvi) Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Unit, made enquiries thereon and is satisfied with respect to, (i) the title of the Developer to develop the Real Estate Project, such title being clear and marketable; (ii) the approvals and permissions (including IOA, CC and OCs) obtained till date and (iii) the Developer’s entitlement to develop and construct the Real Estate Project as

mentioned in this Agreement and applicable law and sell the premises therein. The Allottee hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Developer to the said Land;

(xxvii) The Allottee undertakes that he/she/they has/have verified with his/her/they financial advisor and confirm that the Allottee has/have the financial capability to consummate the transaction;

(xxviii) The Parties relying on the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

(xxix) The Developer has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Developer, the said Unit, at or for the price more particularly mentioned in the **Item No.5 of the Third Schedule** hereunder written and hereinafter referred as the "**Sale Price**" payable by the Allottee to the Developer in the manner set out in the **Fourth Schedule** hereunder written. Prior to the execution of these presents, the Allottee has paid to the Developer certain amount out of the Sale Price of the Unit as more particularly mentioned in the **Fourth Schedule** hereunder written (the payment and receipt whereof the Developer doth hereby admit and acknowledge).

(xxx) Under section 13 of the RERA, the Developer is required to execute a written Agreement for Sale in respect of the Unit with the Allottee/s i.e. this Agreement and are also required to register this Agreement under the provisions Indian Registration Act, 1908;

(xxxi) The list of Annexures attached to this Agreement are as under:

<b>Annexures</b>	<b>Content of Annexures</b>
Annexure "1"	Map of the said Land
Annexure "2"	Title Certificate
Annexure "3"	Property Card
Annexure "4"	RERA Certificate
Annexure "5"	Intimation of Approval
Annexure "6"	Commencement certificate
Annexure "7"	Proposed Layout Plan of the Real Estate Project
Annexure "8"	Floor plan of the said Unit

## **1. AGREEMENT**

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

## **2. CONSTRUCTION OF THE NEW BUILDING/REAL ESTATE PROJECT**

2.1 The Developer has commenced construction of the New Building which shall comprise of Ground plus 16 Habitable Floors for residence all in accordance with the plans, specifications, designs, and elevations as maybe approved by the planning authorities from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee/s and are listed in Second Schedule.

2.2 The Developer shall have to obtain prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the Unit, except, any alteration or addition required by Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosure already made to the Allottee/s.

## **3. PURCHASE OF THE PREMISES AND SALE PRICE**

3.1 The Allottee/s hereby agree to purchase and acquire from the Developer, and the Developer hereby agree to sell to the Allottee/s, the Unit more particularly described in the **Item No.3 of the Third Schedule** hereunder written, at and for the lumpsum consideration as particularly described in **Item No.5 of the Third Schedule** (hereinafter referred to as "**Sale Price**") payable by the Allottee/s to the Developer in the manner detailed in **Fourth Schedule ("Payment Plan")**.

3.2 The Unit is shown in red colour hatched lines on the floor plan annexed hereto and marked as **Annexure "8"**.

3.3 It is expressly agreed that the Unit contains specifications, fixtures, fittings, and amenities as set out in **Fifth Schedule** and the Allottee/s confirm/s that the Developer shall not be liable to provide any other specifications, fixtures,

fittings, and amenities in the Unit.

3.4 The Developer has agreed to permit to the Allottee/s the right to the exclusive use of car parking space/s as more particularly described in **Item No.4 of the Third Schedule** hereunder written (hereinafter referred to as "**Parking Space/s**"). The Unit and the Parking Space/s are more particularly described in the **Third Schedule** and hereinafter collectively referred to as the said "**Premises**".

3.5 The Developer shall confirm the final carpet area of the Unit that has been allotted to the Allottee after the construction of the New Building is complete and the occupancy certificate is granted by the Authority, by furnishing details of the change, if any, in the carpet area, subject to a variation cap of +/- 3 (three) percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Developer shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3.1 of this Agreement.

3.6 "Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Unit.

3.7 Subject to Clause 3.5 hereof, the Sale Price is escalation-free, save and except escalations/ increases due to increase on account of development charges payable to the other authorities and/or any other increase in charges which may be levied or imposed by the relevant planning authorities from time to time. The Developers undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities, the Developers shall enclose the said notification/order/ rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s. The

Allottee/s hereby agrees and undertakes to make payment of such increases in levies and/or such new levies/ taxes/ development charges within the notice period that will be mentioned by the Developers in their written intimation to the Allottee/s and the Allottee/s hereby agrees and undertakes to indemnify and keep indemnified the Developers and all persons claiming through them in respect thereof.

- 3.8 The Allottee/s hereby agree/s, covenant/s, and undertake/s to pay the Sale Price to the Developer in the manner and within the timelines set out in Clause 3.1 herein.
- 3.9 Each of such instalments shall be paid by the Allottee/s within a period of 7 (seven) days from the date of intimation by the Developer. Time for payment of each instalments is the essence of the contract.
- 3.10 The Allottee/s agree/s and undertake/s to pay the Sale Price as per Payment Plan mentioned above as per the respective instalment and as & when it shall mature for payment. The payment of concerned instalment is linked with the stage wise completion of the said building. Upon completion of each stage, the Developer shall issue demand letter to the Allottee/s by (RPAD/courier/hand delivery) at the address of the Allottee/s mentioned in this agreement as well as by email on Allottee/s's email address, if provided by the Allottee/s. Upon receipt of said demand letter by (RPAD/courier/email/hand delivery), whichever is earlier, within 7 (seven) days Allottee/s shall make the payment of respective instalment. In case of failure on the part of Allottee/s in adhering to the time schedule of 7 (seven) days, Developer shall become entitled to take all such legal steps for breach of contract as contemplated under the provisions of Contract Act and RERA. In case of Allottee/s commit/s any delay in making the said payment then Allottee/s shall become liable to pay interest as specified in MahaRERA Rules on all delayed payments. In addition to such rights and without prejudice to such rights, the consequences as contemplated in Clause 7 below shall also become applicable and effective.
- 3.11 The Allottee/s hereby agree/s, confirm/s and undertake/s that an intimation (through the mode as stated in Clause 3.10 hereinabove) forwarded by the Developer, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed. However, it is agreed that non receipt of such intimation requiring such payment shall not be a plea or an excuse by the Allottee/s for non-

payment of any amount or amounts payable hereunder.

- 3.12 The Allottee/s is/are aware that in the event any cheque issued by the Allottee/s to the Developers with respect to any amounts payable by the Allottee/s in connection with the Premises is dishonored/is returned unpaid for whatsoever reason, cheque return charges of Rs.5,000/- (Rupees Five Thousand Only) and an amount equivalent to 1% of the cheque amount towards administrative expenses per event will be additionally payable by the Allottee/s by way of reasonable pre-estimate of damages in the nature of liquidated damages to the Developers, and not penalty including tax, if any applicable on such charges.
- 3.13 The Allottee/s shall make all payments of the Sale Price due and/or payable to the Developer through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of the Developer, details whereof are mentioned in **Item No.6 of the Third Schedule**. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the Premises, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Price due and payable to the Developer through an account payee cheque / demand draft / pay order payable at Mumbai / wire transfer / any other instrument drawn in favour of the Developer.
- 3.14 The Sale Price is exclusive of all taxes including but not limited to GST, levies, duties, cesses etc. as maybe applicable. In addition to the Sale Price, the Allottee/s shall pay all other amounts mentioned herein including the amounts mentioned in Clause 10.3 hereinafter. Any of the taxes including GST (if applicable and all other indirect and direct taxes), levies, duties, cesses etc. (whether applicable/payable now or become applicable/payable in future) levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies, on the Sale Price or on any other amounts payable under the Agreement or on the transaction contemplated herein and/or in relation to the Premises, shall be borne and paid by the Allottee/s alone and the Developer shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.
- 3.15 The Allottee/s further agree/s, undertake/s and covenant/s that while making the payment of instalments of Sale Price, the Allottee/s shall deduct tax at source ("TDS") as may be applicable from time to time and deposit the same in the government treasury to the credit of the Permanent Account

Number of the Developer and provide the Developer with the certificate evidencing such deduction and deposit, within the timelines prescribed under the Income Tax Act, 1961.

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

3.17 The Allottee/s is/are aware that the time to make the payment of instalments and GST (if applicable) and all other taxes as mentioned in above is the essence of contract and in event of delay on part of the Allottee/s to make the payment of any of the instalment together with GST (if applicable) and/or any other tax (including delivering challan/certificate thereof), then without prejudice to right of the Developer to cancel and terminate this Agreement, the Allottee/s shall be liable to pay interest at the interest rate (as specified in the RERA Rules) ("**Interest Rate**") to the Developer on all delayed payments from the due date till the date of realization thereof.

3.18 The Developer shall be entitled to securitise the Sale Price and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Price and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Developer, the Allottee/s shall be required to make payment of the Sale Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

#### **4. VOLUNTARY CANCELLATION BY ALLOTTEE/S**

4.1 In the event, the Allottee/s desire/s to cancel this Agreement for sale / purchase of the Premises for any reason whatsoever (save and except if the Developer fails to offer possession of the Premises in terms of and within the timelines agreed under this Agreement), then the Developer shall be entitled to forfeit the amounts equivalent to 10% (Ten percent) of the Sale Price and the Allottee/s shall not be entitled to claim such amount paid by him/her/them/it to the Developer. The Allottee/s shall also have to bear and pay to the Developer, at the time of cancellation, the brokerage charges (if the Premises is

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

4.2 In the event, the Allottee/s intends to terminate this Agreement, then the Allottee/s shall give a prior written notice ("**Notice**") of 30 (thirty) working days to the Developer expressing his/her/its intention to terminate this Agreement. The Allottee/s shall also return all documents (in original) with regards to this transaction to the Developer along with the Notice. Upon receipt of such Notice for termination of this Agreement by the Developer, the procedure and consequences upon termination as contemplated in this agreement shall become automatically applicable and the refund of sale price to the Allottee/s shall be made in accordance with what has been stated in the said clauses.

4.3 The bank details of the Allottee/s are mentioned in **Item No.10 of the Third Schedule**.

## **5. PARKING SPACES**

5.1 The Allottee(s) acknowledge/s and understands that parking will be provided in the New Building as per the nature of the Residential Unit (hereinafter referred to as the said "**Car Parking Spaces**").

5.2 The Allottee/s hereby confirm/s that the Allottee/s has/have no objection to the aforesaid and that the Allottee/s shall not park his/her/their car/s at any other place other than specifically designated for the parking of the vehicles of the Allottee/s. The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall bear the costs and expenses of the maintenance of the Car Parking Spaces.

5.3 The said Society shall finally ratify the reservation of such car parking in its first meeting at the time of handover of New Building by the Developer. The Allottee/s will be bound to abide with the rules and regulations as may be

framed in regard to the Parking Space/s, by the Developer and/or the said Society (as defined hereunder).The Allottee/s hereby agree/s and undertake/s to pay all outgoings in respect of theCar Parking Space/s as may be levied by the Developer and/or the Society.

- 5.4 The Allottee/s hereby agree/s and confirm/s that the Car Parking Space/s shall be used for parking of personal light motor vehicles of the Allottee/s only and for no other purpose and that no alteration and/or modification and /or construction of anynature shall be carried out in the Car Parking Space/s;
- 5.5 The Allottee/s is aware that such Puzzle Parking involves or may involve operationof one or more machine/s for parking and removing cars and the same could be time-consuming and the Allottee/s acknowledge/s that the Allottee/s has no objection to the same. The Allottee/s is aware that the parking may also require a valet system by appointment of qualified drivers and parking operators, for ease ofparking and removing of vehicles from the parking slots.
- 5.6 The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall bear the costsand expenses of the maintenance of the parking spaces.

## **6. DISCLOSURES TO THE ALLOTEES & RIGHTS AND ENTITLEMENT OF THE DEVELOPER;**

The Allottee/s is aware and agrees, declares, and confirms that:

### **6.1. TITLE AND CONSTRUCTION**

- 6.1.1. The Developer is re-developing /developing the said Land under Regulation 33(5) of DCPR, and the development of Real Estate Project shall be single phase development of the said Property;
- 6.1.2. The Allotee has satisfied himself/herself/themselves about the right of theDevelopers to the said Land and entitlement of the Developer to develop thesaid Land;
- 6.1.3. The Developer is constructing a composite building wherein the allottees/users of residential flats shall have the same access to the New Building for the purpose of parking their vehicles in the basement level as that of the allottees/users of residential flats of the

New Building;

- 6.1.4. Entry to the New Building will be common for allottees/users of residential flats, and the common terrace consisting of amenities, and refuge area shall only be accessible to all the users/allotees of the New Building in the New Building and accordingly, the maintenance charges and outgoings of to the same shall be borne by the users/allotees of residential flats of the New Building;
- 6.1.5. The utility meters such as electric and gas meter will initially be in the Developer's name, and it shall be the Allottee's obligation to get the same changed to their names in the records of the utility companies. Notwithstanding the meters standing in the name of the Developer, it will be the responsibility of the Allottee to make payment of all utility charges from the Date of Possession (as defined below). However, in case the Allottee requires any specific letter/NOC from the Developer then the Developer agrees to provide the same only at the request of the Allottee.
- 6.1.6. The Allottee/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking space, lobbies, staircase, terrace, will remain the property of the Developer/Developer until the said structure of the said New Building is transferred to the Society.
- 6.1.7. It is hereby expressly understood and agreed by and between the parties that the Developer has the unqualified and unfettered right to allot exclusive rights to use and occupy the terrace space in front of or adjacent to the units in the Building to the purchasers of such unit(s). The exclusive rights to use and occupy such units so allotted with terrace attached or adjacent to it shall belong to respective purchasers of such units.

## **6.2. APPROVALS**

- 6.2.1. The Allottee has satisfied himself/herself/themselves with respect to the approvals and permissions issued in respect of the development of the Real Estate Project;
- 6.2.2. The Allottee has satisfied himself/herself/themselves with respect to

the drawings, plans and specifications in respect of the Real Estate Project, the layout thereof, including IOD/IOA, CC, layout plans, building plans, floor plans, designs and specifications, common areas, facilities and amenities;

6.2.3. The Developer currently envisages that the Project Common Areas and Amenities as stated in the **Second Schedule** hereunder written, shall be provided in the layout of the Real Estate Project. Whilst undertaking the development of the Real Estate Project, there may be certain additions/modifications to the Project Common Areas and Amenities detailed in the Second Schedule hereunder written and/or relocations/realignments/re-designations/changes in the common areas facilities and amenities, and the Allottee hereby consents and agrees to the same.

## **7. EVENT OF DEFAULT AND CONSEQUENCES**

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

- i. If the Allottee's delays or commits default in making payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise;
- ii. If the Allottee/s commits breach of any of the terms, conditions, covenants, and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, IOA/IOD, CC and/or any other sanction, permission, approvals, undertakings, writings, affidavits etc.;
- iii. If the representation, declarations and/or warranties etc. made by the Allottee/s in the present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Allottee/s is untrue or false;
- iv. If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
- v. If the Allottee/s is/are, convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;

- vi. If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s.
- vii. If the Allottee/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Allottee/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them.
- viii. If the Allottee/s carries out any structural alteration and/or addition in respect of the Premises and/or any part thereof.
- ix. If the Allottee/s fail/s to make payment of any outgoing/s, taxes, maintenance charges etc. in respect of the Premises or any part thereof.

7.2. Without prejudice to the right of Developer to charge interest in terms of Clause 3.17, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the Developer shall at his own option may terminate this Agreement:

Provided that, Developer shall give notice of 15 (fifteen) days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

Provided, further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Allottee/s (subject to adjustment and recovery of agreed liquidated damages being 10 % (Ten percent) of the Sale Price or any other amount which may be payable to Developer) within a period of 30 (thirty) days of the termination, the instalments of Sale Price of the Premises which may till then have been paid by the Allottee/s to the Developer subject to

compliance of requisite formalities by the Allottee/s in respect of such termination (including cancellation and registration of deed of cancellation).

- 7.3. Upon termination of this Agreement as provided hereinabove, the Allottee/s shall have no right, title, interest of nature whatsoever with respect to the Premises and shall not be entitled to make any claim or demand with respect to the Premises.
- 7.4. Notwithstanding anything contrary contained herein, in case the Allottee/s fail/s or is/are otherwise unable to make payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise, to the Developer, then the Developer shall, without prejudice to any other rights or remedies that it may have against the Allottee/s, including the right to terminate and forfeit the amounts as mentioned in Clause 7.2 from the Sale Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Allottee/s and the Allottee/s shall pay to the Developer interest on all outstanding payments along with interest calculated at the Interest Rate from the due date till the date of realization thereof.

## **8. POSSESSION DATE, DELAYS AND TERMINATION**

**8.1. The Developer shall offer possession of the Unit to the Allottee/s on or before mentioned in Item No.7 of the Third Schedule ("the Possession Date").**

Provided however, that the Developer shall be entitled to reasonable extension of time for offering possession of the Premises to the Allottee/s, if the completion of the Real Estate Project is delayed on account of:

(i) War, civil commotion or act of god; and

(ii) any notice, order, rule, notification of the Government and/or other public or Competent Authority or any Court.

- 8.2. If the Developer fails to abide by the time schedule for completing the Real Estate Project and for offering possession of the Unit to the Allottee/s on or before Possession Date (save and except for the reasons as stated in 8.1), then

the Allottee/s shall be entitled to either of the following:

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

OR

- (ii) the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Developer ("**Termination Notice**"). On the receipt of the Termination Notice by the Developer, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Developer, the Allottee shall complete all formalities for cancellation including but not limited to registration of Cancellation Deed, returning all original documents & correspondences etc. The Developer shall refund to the Allottee/s the amounts already received by the Developer under this Agreement with interest at the Interest Rate. On Allottee/s issuing Termination Notice, the Allottee/s shall have no claim of any nature whatsoever on the Developer and/or the Unit and the Developer shall be entitled to deal with and/or dispose off the same in the manner it deems fit and proper.

## **9. PROCEDURE FOR TAKING POSSESSION**

- 9.1. Upon receipt of the Part Occupation Certificate / Occupation Certificate in respect of the Unit and the Allottee/s making timely payment of the instalments of the Sale Price along with all the other amounts due and payable by the Allottee/s to the Developer, the Developer shall offer possession of the Unit to the Allottee/s in writing ("**Possession Notice**").
- 9.2. The Allottee/s shall take possession of the Unit within 15 (Fifteen) days of the Possession Notice, by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Developer. The date on which the Allottee/s take possession of the Unit or the date of expiry of the Possession Notice, whichever is earlier, shall be deemed to be the "**Date of Possession**".
- 9.3. Irrespective of whether the Allottee/s take/s or fails to take possession of the

Unit within the time provided herein above, the Allottee/s shall continue to be liable to pay the Property Tax (*as defined hereunder*) and Maintenance and Outgoings (*as defined hereunder*) and all other charges payable hereunder with respect to the Unit, as applicable and as shall be decided by the Developer and all obligations of the Allottee/s effective from the date of expiry of 15 days of Possession Notice .

- 9.4. The Allottee/s hereby agree/s that in case the Allottee/s fail/s to respond and/or neglects to take possession of the Unit within the time stipulated by the Developer, then the Allottee/s shall in addition to the above, pay to the Developer holding charges at the rate of Rs.12/- per sq. ft. Rera carpet per month for the Unit ("**HoldingCharges**") and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Unit shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility, and cost of the Allottee/s in relation to its deterioration in physical condition.

## **10. MAINTENANCE AND OUTGOINGS**

- 10.1. From the Date of Possession, the Allottee/s shall be liable to bear and pay his/her/theirs proportionate share of outgoings in respect of the said Land and the Real Estate Project including *inter-alia* local taxes and other indirect taxes of every nature excluding property tax, betterment charges, or such other levies by authorities and/or the concerned local municipal authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project (hereinafter collectively referred to as "**Maintenance and Outgoings**").
- 10.2. At the time of handing over possession of the Premises, the Allottee/s shall pay in addition to sale consideration to the Developer the sum as may be asked by the developer by way of deposit towards payment of his / her / their proportionate share of Property Tax and Maintenance and Outgoings and All the amounts to be decided at the time of possession on actual amount incurred. The amounts so deposited by the Allottee/s with the Developer shall not carry any interest and remain with Developer until the Developer hands over charge and control of the Real Estate Project to the Society. Upon the Developer handing over control of the Real Estate Project to the Society, the deposits (less

deduction provided for in this Agreement shall be paid over by the Developer to the Society.

10.3. In addition to the aforesaid sale consideration, the Allottee/s shall on or before taking possession of the said Unit deposit the property taxes, maintenance charges and other onetime charges hereunder written ("**Other Charges**"). It is hereby clarified that with respect to the All the above amounts to be decided at the time of possession on actual amount incurred, the Developer has made the Allottee aware that the amounts mentioned therein are with respect to costs incurred / to be incurred with respect to the said Premises and as such the Developer shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned therein and received by the Developer and shall be entitled to retain and appropriate the same to its own account and the Developer shall render the account in respect of the amounts mentioned therein and received by the Developer, and the unspent balance, if any, shall be transferred to the Society Account, without any interest on the amounts received from the Allottee, at the time of handing over the charge of the Real Estate Project to the Society.

## **11. PROPERTY TAX**

11.1. In addition to the Sale Price, Maintenance and Outgoings and the other charges specified hereunder, the Allottee/s shall all be liable to pay to the Developer or Societies, his / her / their / its proportionate share of the property tax payable in respect of the Real Estate Project ("**Property Tax**").

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

## **12. USAGE**

12.1. The Allottee/s shall use the Premises only for the authorized purpose and not for any other activity. The Allottee/s shall use the Parking Space/s, if allotted, only for the purpose of keeping or parking of the Allottee's own light motor vehicle.

12.2. The Developer shall construct amenities on the Amenities Floor of the New Building which shall be used and enjoyed only by the Allottee/s and occupants of residential units. The Amenities floor shall form a part of the Common Areas and Amenities of Residential Flats.

### **13. SOCIETY AND ALLOTTEE/S TO BECOME MEMBERS**

13.1. On receipt of the Occupancy Certificate of the said New Building/s and on the Allottee/s making payment of all amounts due under this Agreement, The Allottee/s shall, along with other Allottee/s of Units in the New Building, join the existing Society as its member and for this purpose also from time to time, the Allottee/s shall sign and execute the application for membership and other papers, documents and shall pay all requisite membership amounts, share money, sinking fund and the said Society's corpus contribution necessary for becoming a member thereof, and duly fill in, sign and return to the Developers within 7 (seven) days of the same being forwarded by the Developers to the Allottee/s.

13.2. Considering that the title to the said Property vests with the said Society as stated in the Recitals hereof, no further vesting documents (Conveyance deed) are required to be executed for transfer of title to the said Property in favour of the said Society.

13.3. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats and unallotted parking spaces in the New Building shall at all times be and remain the absolute property of the Developer and the Developer shall be unconditionally entitled to and have full right, absolute power and authority to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s nor the Society shall object to or dispute the same. On the Developer intimating to the Society, the name or names of the allottee/s of such unsold flats and parking spaces, the Society shall accept and admit such allottee/s as their member/s and shall issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by the Developer from such Allottee/s towards charges, development charges, legal charges etc. as mentioned in Clause 10.3 save and except the share money and admission fees. It is further clarified that for sale of such units/flats and allotment of such car parking spaces, the Developer shall not be liable to take any permission/consent of the

Society.

- 13.4. The Allottee/s shall pay to the Developer/Society the proportionate share of Maintenance and Outgoings and Property Tax in respect of the Premises immediately on being offered possession of the Premises by the Developer or on receipt of the demand letter to that effect whichever is earlier.
- 13.5. It is agreed that the Developer, shall handover the control of the New Building to the Society, only after the Developer has:
- (i) completed the construction of the New Building and Project Common Areas and Amenities; and
  - (ii) received all the amounts from the purchasers of the units/flats including the Sale Price from the Allottee/s herein in respect of the Unit.
- 13.6. The Allottee/s hereby agree/s, confirms and covenants that, the Allottee/s shall at no time demand partition of the New Building and/or the said Land and/or his/her/their/its interest, if any, therein and the same shall never be partitioned.
- 13.7. The Developer shall be entitled, but not obliged to, join as a member of the Society in respect of unsold units/flats, if any, in the Real Estate Project.
- 13.8. The Developer shall sell / allot all units/flats and parking spaces intended to be constructed in the New Building with a view that, ultimately all the purchasers/allottees of flats/shops/Units, in the New Building shall be admitted to the Society as members. It is agreed and clarified that Developer shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the unsold units/flats and unallotted carparking spaces separately and independently and the allottees of all such units/flats and car parking spaces in the New Building shall be admitted to the Society.
- 13.9. The Allottee/s and/or their successors-in-title shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as Developer and/or the Society may require for safeguarding the interest of Developer in the Real Estate Project.
- 13.10. The entire unconsumed and residual FSI, if any, in respect of the said Land, and/or any further or additional / incentive FSI becoming available in respect of the said Land upto the date of receipt of occupation certificate in respect of the Real Estate Project, for any reason whatsoever including but not limited to change

in law, rules or regulations handing over to the Government or the Municipality any set back area, DP Road shall absolutely and exclusively belong to and be available to the Developer, free of all costs, charges and payments and neither the Allottee/s nor the Society shall have or claim any right, benefits or interest whatsoever in respect of such unconsumed / residual / additional / further / incentive FSI including for use and consumption of the same. However, any time after the receipt of the full occupation certificate for the Real Estate Project, the same shall belong to the Society.

#### **14. RIGHTS TO USE AND ENJOY COMMON AREAS AND AMENITIES**

14.1. The Allottee/s are aware that development of the New Building comprises of a residential flats. The Allottee/s are also aware of and agree/sto abide by and adhere to the following terms and conditions pertaining to the use, enjoyment, and outgoings in respect of the Common Areas and Amenities:

- (i) With regards to the Project Common Areas and Amenities, list whereof is annexed to this Agreement as Second Schedule, it is agreed that:
  - a. all the Allottee/s/users of residential flats shall be permitted to use the Project Common Areas and Amenities, on such terms and conditions as the Developers and Society may deem fit.
  - b. Maintenance and Outgoings, attributable to the Project Common Areas and Amenities, shall be borne and paid proportionately by all the Allotees/users of residential flats.

#### **15. COVENANTS AND REPRESENTATIONS OF THE ALLOTTEE/S**

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

- (i) To maintain the Premises at the Allottee's/s own cost in good and tenantable repair and condition from the Date of Possession and shall not to do or suffer to be done anything in the Premises and/or the Real Estate Project and/or staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the New Building and / or to the Premises itself or any part thereof without the consent of the local authorities and the Developer or the Society, as the case maybe. In the event of the Allottee/s committing any act in contravention of the

above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities.

- (ii) Not to store anything in the refuge floor and/or in the fire check floor nor store any goods in the Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the New Building or storing of such goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the New Building and in case any damage is caused to the New Building on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.
- (iii) Not to change the user of the Premises and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the Premises and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- (iv) Not to demolish or cause to be demolished the Premises or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Premises or any part thereof and keep the portion, sewers, drains, pipes in the Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the Real Estate Project.
- (v) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the New Building and not cover/enclose the planters and service ducts or any of the projections from the Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, partitions or other structural members in the Premises without the prior written permission of the Developer or the Society, as the case may be, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the New Building or do any act to affect the F.S.I potential of the Real Estate Project.
- (vi) Not to affix any fixtures or grills on the exterior of Premises for the

purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the Premises. The Allottee/s shall fix grills only on the inside of the windows of the Premises. The standard design for the same shall be obtained by the Allottee/s from the Developer and the Allottee/s undertake/s to not fix any grill having a design other than the standard design approved by the Developer.

- (vii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land / Real Estate Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- (viii) Not to delay / default in payment of the amounts to be paid to the Developer under this Agreement and pay within 7 (seven) days of demand by the Developer, their share of security deposit demanded by any concerned local authority or government, SRA, MHADA, MCGM for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the Real Estate Project.
- (ix) Not to delay / default in payment of increase in local taxes, water charges, insurance, and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.
- (x) Not to transfer or assign the Allottee's right, interest or benefit under this Agreement and / or let, sub-let, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the Premises until the Sale Price, Property Tax, Maintenance and Outgoings and all other amounts payable by the Allottee/s to the Developer under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee/s is/are desirous of transferring the Premises and/or his / her / their rights under this Agreement prior to making such full and final payment, then, the Allottee/s shall be entitled to effectuate such transfer only with the prior written consent of the Developer. Such consent, if granted shall be subject to the terms and conditions imposed and stipulated by the Developer herein.
- (xi) Shall not violate and shall abide by all rules and regulations framed by

the Developer / Society, for the purpose of maintenance and up-keep of the Real Estate Project and in connection with any interior / civil works that the Allottee/s may carry out in the Premises.

- (xii) Shall not violate and shall observe and perform all the rules and regulations which the Society may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Premises and shall pay and contribute regularly and punctually towards the Property Tax and Maintenance and Outgoings in accordance with the terms of this Agreement.
- (xiii) Shall not do or permit or suffer to be done anything in or upon the Premises or any part of the New Building which is or may, or which in the opinion of the Developer is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Developer shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the New Building and the Allottee/s shall not hold the Developer so liable;
- (xiv) Shall not obstruct, cause, or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item, or thing of whatsoever nature, movable or otherwise, within the Premises or in or on the common stairways, refuge areas, corridors, and passageways in and of the Free Sale Component.
- (xv) Shall never in any manner enclose any area/chajja/flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the Premises and keep the same unenclosed at all times. The Developer / Society shall have the right to inspect the Premises at all

times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the Premises to its original state.

(xvi) Not to permit any person in the employment of the Allottee/s (such as domestic help, drivers, cleaners etc.) to sleep and / or occupy the Common Areas and Amenities of the Real Estate Project, such as passage, lobby, staircase and / or any part of the Real Estate Project.

(xvii) If the Unit is located on the ground floor of the New Building then the Allottee, themselves or anyone acting through them or their behalf (including but not limited to licensees, lessees etc.) shall not use the Unit for the following purposes:

- a. Liquor shops;
- b. Poultry shops / Mutton shops;
- c. Flour Mills;
- d. Restaurants and Bars;
- e. Gambling and Lottery centres;
- f. Pan Bidi Shops;
- g. Fast food (except with electronic heating devices);
- h. Any other business/activity involving any illegal/immoral activities.

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

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

- (i) Not to throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown from the Premises into the compound or the refuge floor or any portion of the Real Estate Project. If the Allottee/s or members of his/her/their family or any servant or guest of the Allottee/s commits default of this sub clause then the Allottee/s shall immediately rectify

the same at his/her/their own costs and expenses.

- (ii) Shall not at any time cause or permit any public or private nuisance or to use the loudspeaker etc. in or upon the Premises, the Real Estate Project, or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship, or disturbance to the occupants or to the Developer. If the Allottee/s or members of his/her/their family or any servant or guest of the Allottee/s commits default of this sub clause then the Allottee/s shall immediately take remedial action at his/her/their own costs and expenses.
- (iii) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the Premises and/or the Real Estate Project nor litter or permit any littering in the common areas in or around the Premises and/or the New Building and at the Allottee's/s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the Premises to the requirement and satisfaction of the Developer and/or relevant government and statutory authorities. If the Allottee/s or members of his/her/their family or any servant or guest of the Allottee/s commits default of this sub clause, then the Allottee/s shall immediately take remedial action.
- (iv) Shall not do either by himself/itself or any person claiming through the Allottee/s anything which may or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees, and the installations for providing facilities in the Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Real Estate Project. If the Allottee/s or members of his/her/their family or any servant or guest of the Allottee/s commits default of this sub clause then the Allottee/s shall immediately take remedial action.
- (v) Shall not display at any place in the Real Estate Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters, or any paper on the walls of the Real Estate Project or the common areas and

amenities therein or in any other place or on the window, doors, and corridors of the Real Estate Project.

- (vi) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the Real Estate Project or the exterior wall of the Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or dish antenna any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Developer in accordance with such manner, position and standard design laid down by the Developer;
- (vii) Shall not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Developer and / or the Society, as the case may be.
- (viii) that in the event the Allottee is a Non Resident Indian / Person of Indian Origin (i.e. foreign national of Indian origin) / foreign national / foreign company (as may be applicable) at the time of execution of this Agreement and/or anytime thereafter or if at any time there is a change in applicable laws governing sale / purchase of immovable property by resident / non-resident Indian Citizens, then the Allottee shall solely be responsible to intimate the same in writing to the Developer immediately and comply with the applicable laws including but not limited to the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permissions, approvals which would enable the Developer to fulfill the Developer's obligations under this Agreement. Any refund, transfer of security, if at all, that may be payable by the Developer to the Allottee as per the terms of this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of

any failure on Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee alone shall be liable for any action under the Foreign Exchange Management Act, 1999 Reserve Bank of India Act, 1934 and Rules made thereunder, or any other applicable laws as amended from time to time. The Developer shall not be liable in any manner whatsoever in this regard. The Allottee shall keep the Developer, its directors, executives, agents, and officers fully indemnified and harmless in this regard. The Developer shall also not be responsible towards any third-party making payment/ remittances on behalf of the Allottee and such third party shall not have any right in the said Premises in any way and the Developer shall issue the payment receipts in favour of the Allottee only.

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

## **16. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

16.1. The Developer hereby represent and warrant to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexures and subject to what is stated in the Title Certificate:

- (i) The Developer has clear and marketable title with respect to the development of the Property as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Land for the implementation of the Real Estate Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the same;
- (iii) There are no encumbrances upon the Real Estate Project except those

disclosed to the Allottee/s;

- (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee/s;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project;
- (vi) The Developer have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the Developer are restricted to enter into these presents.
- (vii) The Developer has not entered into any agreement for sale or any other agreement / arrangement with any person or party with respect to the Premises which will, in any manner, affect the rights of Allottee/s under this Agreement.
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the Premises to the Allottee in the manner contemplated in this Agreement.
- (ix) The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent authorities.
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Larger Land) has been received or served upon the Developer in respect of the Real Estate Project.

## **17. ENTRY IN THE PREMISES**

17.1. The Allottee/s shall permit the Developer and their surveyors and agents with

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

## **18. DEFECT LIABILITY**

- 18.1. If within a period of 5 (five) years from the Date of Possession, the Allottee/s bring/s to the notice of the Developer any structural defect in the Unit or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act. It is clarified that the Developer shall not be liable for any such defects if the same have been caused by willful default and/or negligence of the Allottee/s and/or any other Allotees/occupants in the Real Estate Project and/or by reasons directly and/or indirectly attributable to the Allottee/s and/or other allotees/occupants in the Real Estate Project. Further, it is clarified that if the Allottee/s makes any alterations/modifications which is in deviation to the sanctioned plans in the said Flat/Unit, in such case, the Developer shall not be liable for any defects happening as a result of such alterations/modifications.
- 18.2. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Developer and shall not mean defect/s caused by normal wear and tear and by negligent use of the Unit by the Allottee/s, vagaries of nature etc. Further where the manufacturer warranty as shown by the Developer to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the New Building, and if the annual maintenance contracts are not done / renewed by the Allottee/society, the Developer shall not be responsible for any defects occurring due to the same.

- 18.3. The Allottee /s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the Premises/ New Building includes minor hairline cracks on the external and internal walls excluding the RCC structure and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 18.4. Provided further that any default or deviation in usage /maintenance of the Premises/ New Building shall amount to default on part of the Allottee/s towards proper maintenance of the Premises/New Building and the Allottee/s shall not be entitled to claim any compensation against defect liability from the Developer.

## **19. NOMINEE**

- 19.1. The Allottee hereby nominates the person more particularly mentioned in the **ItemNo. 8 of the Third Schedule** hereunder written (hereinafter referred to as the "**saidNominee**") as his nominee in respect of the said Premises. On the death of Allottee, the said Nominee shall assume all the obligations of the Allottee under this Agreement or otherwise and shall be liable and responsible to perform the same. If the said Nominee fails to perform the obligations under this Agreement and/or fails to comply with the terms and conditions of this Agreement (including but not limited to making payments of all amounts / taxes as stated hereunder and/or as intimated separately), then the Developer shall be entitled to terminate this Agreement in the manner stated herein. The Allottee shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Developer shall only recognize the said Nominee, or the nominee substituted by the Allottee (if such substitution has been intimated to the Developer in writing) and deal with him in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions, etc. of and / or by the said Nominee. The Developer shall at its discretion be entitled to insist on Probate / Succession Certificate / Letter of Administration and/or such other documents as the Developer may deem fit, from the said Nominee. The said Nominee would be required to give an indemnity bond indemnifying the Developer as may be necessary and required by the Developer.

## **20. MAINTENANCE CONTRACT**

20.1. The Developer shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the Real Estate Project. Such decision shall be final and binding on the Allottee/s until the handover of the Real Estate Project to the said Society. Thereafter, the Society will undertake the maintenance of the Real Estate Project, in the manner as it was handed over save and except normal wear and tear and the Society shall create and maintain a sinking fund for the purpose of such maintenance.

## **21. HOARDINGS AND SIGN BOARDS**

21.1. It is expressly agreed that the Developer shall have an irrevocable right and be entitled to put a hoarding on the Real Estate Project or any parts including on the parapet wall (and / or the terrace) and such hoardings may be illuminated or comprising of neon sign and for that purpose, the Developer are fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the New Building and further the Developer shall be entitled to use and allow third parties to use any part of the New Building for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. The Allottee/s agree(s) not to object or dispute the same. It is further expressly agreed that the Developer shall have an irrevocable right and be entitled to receive, recover, retain, and appropriate all the rents, profits and other compensation including any increase thereof.

## **22. TRANSFER**

22.1. The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the Premises or dispose of or alienate otherwise howsoever, the Premises and/or its rights, entitlements and obligations under this Agreement to any third party or otherwise, until all the dues, taxes, deposits, cesses, Sale Price and all other amounts payable by the Allottee/s to the Developer under this Agreement, are fully and finally paid together with applicable interest thereon, if any. In the event the Allottee/s is/are desirous of transferring the Premises and/or his/her/their rights under this Agreement, then the Allottee/s shall be required to obtain prior written

consent of the Developer, which consent shall be given by the Developer, subject to such terms and conditions as the Developer may deem fit and proper.

### **23. LOAN AND MORTGAGE:**

- 23.1. The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Developer. The Developer shall permit and issue their respective no objection letter to the Allottee to enable him at his sole risk, costs, and expenses to obtain loans from the Banks and/or the Financial Institutions by mortgaging the said Premises. The Developer shall however be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Price and/or other amounts payable by the Allottee under this Agreement.
- 23.2. All the costs, expenses, fees, charges, and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Developer shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Developer shall have first lien/charge until the balance Sale Price and/or any other monies as specified in this Agreement, have not been paid and the Allottee has no objection and hereby waives to raise any objection in that regard.
- 23.3. The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Developer in any manner and shall be subject to and shall ratify the right and entitlement of the Developer to receive the balance Sale Price and other balance amounts payable by the Allottee under this Agreement.
- 23.4. The Allottee hereby indemnifies and shall keep indemnified the Developer from and against all claims, costs, charges, expenses, damages, and losses which the Developer may suffer due to any action that may be initiated by the Bank/Financial institution on account of such loan or for recovery of loan on

account of any breach by the Allottee of the terms and conditions governing the said loan. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Developer shall have first lien/charge on the said Premises towards all the claims, cost, charges, expenses, losses incurred by the Developer and the Allottee undertakes to reimburse the same to the Developer without any delay or demur or default. The Allottee hereby further indemnifies and shall keep indemnified the Developer, its directors, agents, executives, and officers by and against any action, damages, or loss due to breach of any terms and conditions and/or the covenants given by the Allottee under this Agreement for which the Allottee shall be solely liable and responsible.

23.5. In the event of any enforcement of security/mortgage by any bank/financial institution, the Developer shall be entitled to extend the necessary assistance/support as may be required under applicable law.

#### **24. DEVELOPER RIGHT TO MORTGAGE**

24.1. The Allottee/s hereby grant/s his/her/their irrevocable consent to the Developer mortgaging the Real Estate Project, to enable the Developer to augment the funds for the development of the Real Estate Project.

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

#### **25. MISCELLANEOUS**

25.1. The Developer shall be entitled to construct site offices/sales lounge on the said Land and shall have the right to access the same at any time without any restriction whatsoever until the development of the said Land has been completed in all respects and the full development potential has been utilised by the Developer.

- 25.2. It is agreed between the parties that, if the Allottee intends to visit the under-construction project then it shall make a written request to the Developer for a site visit and the Developer if it so deems fit, may permit the Allottee for such visit. The Allottee may accordingly be permitted to site visit on the date and the time as intimated by the Developer accompanied by site staff of the Developer and the Allottee agrees to follow all the safety precautions during the site visit. It is further clarified that, no children below the age of 15 years shall be allowed to enter the site. The Allottee hereby undertakes not to hold the Developer responsible for any loss or damage or harm incurred or suffered by the Allottee or any person accompanying the Allottee, due to negligence or wrongful acts or otherwise, during the site visit.
- 25.3. The Allottee is aware that the sample/show flat if any, constructed by the Developer and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purposes of show casing the premises, and the Developer is not liable, required and / or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample/show flat, other than as expressly agreed by the Developer under this Agreement.
- 25.4. The Allottee is aware that all natural materials including marble, granite, natural timber, etc. and the factory produced materials like tiles, paint etc., contain veins and grains with tonality differences and are also susceptible to inherent shade and colour variations. The Developer represents that though it shall pre-select such natural and factory produced materials for installation / application in the Real Estate Project and the same is on a best endeavour basis, the Allottee shall not hold the Developer liable for their non-conformity, natural dis-colouration, tonal differences, or inconsistency at the time of installation / application.
- 25.5. The Allottee has satisfied himself with respect to the designs and materials for construction on the said Land.
- 25.6. The Allottee shall be permitted/ allowed to commence interior works in the said Premises only upon obtaining the Occupation Certificate and after making all payments in pursuance of this transaction / as per this Agreement and after complying with the terms and conditions of this Agreement. The Allottee shall prior to commencing the interior works keep deposited as an interest free security deposit, such amounts as may be intimated by the Developer subject to maximum amount of Rs.5,00,000/- (Rupees Five Lacs

Only) at the relevant time for carrying out interior work in the said Premises and to ensure that there is no damage to the exterior of the said Premises or any damage to any part of the said Real Estate Project, Common Areas and Amenities, etc. whatsoever ("**Fit Out Deposit**").

25.7. The Developer shall be entitled to inspect all interior works carried out by the Allottee. In the event the Developer finds that the nature of interior work being executed by the Allottee is harmful to the said Premises or to the structure, façade and/or elevation of the said New Building or any part thereof, the Developer can require the Allottee to stop such interior work and the Allottee shall stop such interior work at once, without raising any dispute and restore the said Premises to its original condition at the Allottee's costs and expenses.

## **26. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S AND SUBSEQUENT ALLOTTEE(S)**

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

## **27. ENTIRE AGREEMENT**

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

## **28. WAIVER**

28.1. No forbearance, indulgence or relaxation or inaction by the Developer at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition

of rights and/or position other than as expressly stipulated in these presents.

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

## **29. SEVERABILITY**

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

## **30. METHOD OF CALCULATION OF PROPORTIONATE SHARE**

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

## **31. FURTHER ASSURANCES**

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

## **32. PLACE OF EXECUTION AND REGISTRATION**

- 32.1. The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's office, or at

some other place, which may be mutually agreed between the Developer and the Allottee/s, in Mumbai, after the Agreement is duly executed by the Allottee/s and the Developer or simultaneously with the execution this Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

32.2. The Allottee/s and Developer shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Developer and Allottee/s will attend such office and admit execution thereof.

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

32.4. The Allottee/s hereby agree and confirm hereby that the stamp duty on this Agreement is being borne and paid by the Allottee/s alone.

### **33. INDEMNITY**

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

### **34. NOTICE**

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

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

- (i) if personally delivered, at the time of delivery;

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

It shall be the duty of the Allottee/s and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Allottee/s, as the case may be.

### **35. JOINT ALLOTTEES**

- 35.1. That in case there are Joint Allottees all communications shall be sent by the Developer to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

### **36. PAN**

- 36.1. For the purposes of this transaction, the details of the PAN of the Developer and the Allottee/s are mentioned in **Item No.9 of the Third Schedule**.

### **37. DISPUTE RESOLUTION**

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

### **38. GOVERNING LAW**

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

### **39. LEGAL ADVICE**

- 39.1. The Allottee/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the Real Estate Project and has / have expressly understood the contents, terms and conditions of the same and the Allottee/s after obtaining necessary legal advice and being fully satisfied

has / have entered into this Agreement and further agrees not to raise any objection in regard to the same.

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

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Description of the said Land)

All piece and parcel of land standing on plot bearing C.T.S. No. 186 (Part) forming part of Survey No. 236 A, Pant Nagar, Ghatkopar Village, Pant Nagar, Ghatkopar East, Mumbai 400075, Mumbai Sub-urban District comprised of Building No.61 having ground plus upper floors being situated and lying and being at Ghatkopar Village, Pant Nagar, Ghatkopar East, Mumbai 400075 in the Registration District and Sub- District of Mumbai Suburban and Mumbai City admeasuring 810.54 Sq. Mtrs. plus tit- bit area as per demarcation of the Plot and bounded as follows:

**ON OR TOWARDS EAST**

**Subhash Chandra Bose Garden**

**ON OR TOWARDS WEST**

**BLDG NO -60**

**ON OR TOWARDS NORTH**

**BLDG NO -59**

**ON OR TOWARDS SOUTH**

**BLDG NO -63**

**THE SECOND SCHEDULE ABOVE REFERRED TO**

*(List of Project Common Areas and Amenities)*

1. Water Tank: R.C.C. underground water tank & overhead water tank with flushing tank & fire tank shall be provided as per the requirement & Subject to approval of M.C.G.M. with necessary pump arrangement.
2. Health club: All modern facility and equipment shall be provided.
3. Security system for visitor
4. Elevators
5. 24 x 7 Surveillance camera in the common area
6. Refugee Area
7. Entrance lobby: Grand entrance with guest waiting area.

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**THE THIRD SCHEDULE ABOVE REFERRED TO**

**("Meaning of the Terms and Expressions defined in this Agreement")**

<b><u>Sr. No.</u></b>	<b><u>Terms and Expressions</u></b>	<b><u>Meaning and Description</u></b>
1.	<i>Name, address and emailid of the Developer</i>	Name: <b>M/S. SHREEJI LIFESPACES GROUP</b> Address: B/103, The Great Eastern Summit, Plot No. 66, Sector - 15, CBD Belapur, Navi Mumbai - 400 614  Email id: _____
2.	<i>Name, address and emailid of the Allottee/s</i>	Name: (1) <b>MR.</b> _____ (2) <b>MR.</b> _____  Address: _____ _____  Contact: <b>+91</b> _____ Email id: _____
3.	<b>the said Unit</b>	Flat bearing No. _____ on _____ floor in the New Building known as "_____" constructed on the said Land (as detailed in First Schedule) and admeasuring _____ square meters (RERA carpet area) equivalent to _____ square feet (RERA carpet area).  The exclusive areas appurtenant to the said Unit admeasure _____ square meters equivalent to _____ square feet.
4.	<b>Parking Space</b>	_____(_____) Car Parking Space
5.	<b>Sale Price</b>	<b>Rs.</b> _____/-  <b>(Rupees _____ Only)</b>
6.	<b>Bank Account details of the Developer</b>	Account Number

		Account Holder	
		Name of the Bank	
		Address of the branch	
		IFSC Code	
7.	<b>Possession Date of the Unit</b>	31 <sup>st</sup> December, 2027	
8.	<b>Nominee and relation</b>	Name: <b>MR.</b> _____  Relation: _____  Address: _____ _____  Contact: <b>+91</b> _____ Email id: _____	
9.	<b>PAN</b>	(A) Developer: <b>AETFS0104E</b>  (B) Allottee: <b>(1)</b> _____ <b>(2)</b> _____	

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

(*“schedule / manner of payment of Sale Price by the Allottee to the Developer”*)

<b>PARTICULARS</b>	<b>PERCENTAGE</b>
<b>On Booking</b>	<b>10%</b>
<b>On Execution of Agreement</b>	<b>20%</b>
<b>On Commencement of Plinth</b>	<b>15%</b>
<b>On Commencement of 1<sup>st</sup> slab</b>	<b>2%</b>
<b>On Commencement of 2<sup>nd</sup> Slab</b>	<b>2%</b>
<b>On Commencement of 3<sup>rd</sup> slab</b>	<b>2%</b>
<b>On Commencement of 4<sup>th</sup> slab</b>	<b>2%</b>
<b>On Commencement of 5<sup>th</sup> slab</b>	<b>2%</b>
<b>On Commencement of 6<sup>th</sup> slab</b>	<b>2%</b>
<b>On Commencement of 7<sup>th</sup> slab</b>	<b>2%</b>
<b>On Commencement of 8<sup>th</sup> slab</b>	<b>2%</b>
<b>On Commencement of 9<sup>th</sup> slab</b>	<b>2%</b>
<b>On Commencement of 10<sup>th</sup> slab</b>	<b>2%</b>
<b>On Commencement of 11<sup>th</sup> slab</b>	<b>2%</b>
<b>On Commencement of 12<sup>th</sup> slab</b>	<b>2%</b>
<b>On Commencement of 13<sup>th</sup> Slab</b>	<b>2%</b>
<b>On Commencement of 14<sup>th</sup> Slab</b>	<b>1%</b>
<b>On Commencement of 15<sup>th</sup> Slab</b>	<b>1%</b>
<b>On Commencement of 16<sup>th</sup> Slab</b>	<b>1%</b>
<b>On Commencement of 17<sup>th</sup> Slab</b>	<b>1%</b>
<b>On Commencement of Brick work</b>	<b>5%</b>
<b>On Commencement Internal and External Plaster Work</b>	<b>5%</b>
<b>On Commencement Plumbing and Flooring Work</b>	<b>5%</b>
<b>On Commencement of the Electrical Work</b>	<b>5%</b>
<b>Possession</b>	<b>5%</b>
<b>Total</b>	<b>100%</b>

## **THE FIFTH SCHEDULE ABOVE REFERRED TO**

*(List of specifications, fixtures, fittings and furniture and fittings in the Unit")*

### **FLOORING-**

- i. Vitrified tiles in all rooms

### **BATHROOMS-**

- i. Ceramic tiles in Dado.
- ii. Concealed plumbing with Premium quality CP and sanitary fittings.

### **WINDOWS-**

- i. Powder coated Aluminium sliding windows with tinted glass.

### **KITCHEN-**

- i. Granite Platform with S.S sink.
- ii. Ceramic tiles above kitchen platform up to beam level.

### **DOORS-**

- i. The main door and bedroom doors are laminate finish
- ii. Main door & bed room door with wooden frame and bathroom door with granite frames.
- iii. Main door with good quality latch and decorative handle.

### **WALLS-**

- i. Acrylic paint for the external face of the Flat.
- ii. Plastic emulsion paint for the internal face of the Flat.

### **ELECTRIFICATIONS-**

- i. Premium make concealed copper wiring with circuit breaker ELCB/MCB.
- ii. Adequate electrical point in all rooms.
- iii. Modular switches of premium make.

**NOW THIS AGREEMENT FOR SALE WITNESSETH AND IT IS HEREBY AGREEDBY  
AND BETWEEN THE PARTIES HERETO AS UNDER:**

**SIGNED AND DELIVERED** by the )  
Within named "**Developers**" )  
**M/S. SHREEJI LIFESPACES GROUP** )  
through its authorized signatory/partner )  
Mr. \_\_\_\_\_ )

In the presence of...

- 1.
- 2.

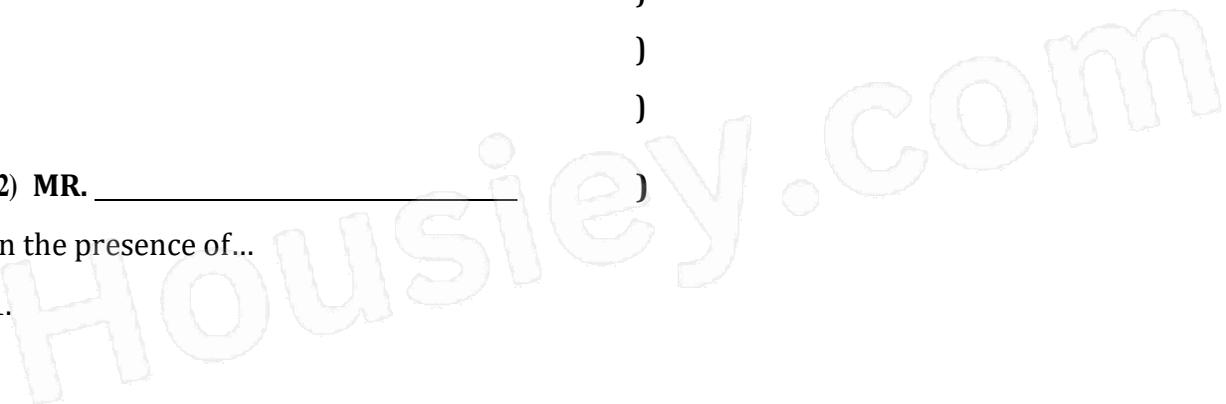
**SIGNED AND DELIVERED** by the )  
Within named "**Allottee/s**" )  
**(1) MR.** \_\_\_\_\_ )

)  
)  
)  
)  
)  
)  
)

**(2) MR.** \_\_\_\_\_ )

In the presence of...

- 1.
- 2.



**RECEIPT**

RECEIVED from the Allottee herein an aggregate sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** being the amount to be paid by the Allottee to the Developer towards the said Sale Price in accordance with the Fourth Schedule as per the details mentioned below:

<b>DATE</b>	<b>CHEQUE NO./UT RNO.</b>	<b>NAME OF THE BANK</b>	<b>AMOUNT</b>
			Rs. _____/-
			Rs. _____/-
			Rs. _____/-
<b>TOTAL</b>			Rs. _____/-

**For M/S. SHREEJI LIFESPACES GROUP**

\_\_\_\_\_

**(Developer)**

Witness:

1.

2.