

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“this Agreement”) is made at Mumbai on this _____ day of _____, 2023

BETWEEN

HRUB BUILDERS LLP, a limited liability partnership firm (LLPIN: AAZ- 6957 registered under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at 209, Amit Industrial Estate, Dr, S.S Rao Road, Parel, Mumbai (Maharashtra) 400011 as **“DEVELOPER”** having **(1) Mr. Hitesh Bastiram Avhad** and **(2) Mr. Bastiram Avhad** as its **“Partners”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partner or partners for the time being constituting the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner) of the **ONE PART**.

AND

_____, Indian resident, having address at _____
(hereinafter referred to as the said **“Allottee”**) (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include their heirs, executors, administrators, nominees and permitted assigns) of the **OTHER PART**;

The Developers and the Allottee are hereinafter for the sake of brevity individually referred to as **“Party”** and collectively and jointly referred to as the **“Parties”**.

WHEREAS:

- A. By virtue of an Indenture dated 12th December, 1984 executed between (1) (a) Dr. Girdharlal Kishanchand Echhpal and (b) Dr. Shyamsunder Girdharlal Ecchpal (as the Vendors therein) and 2 (a) Ramesh Govind Shetty, (b) Narayan Govind Shetty, (c) Gajendra Govind Shetty, (d) Dayanand Govind Shetty and (e) Umesh Govind Shetty (as the Purchasers therein) and registered with the office of the Joint Sub-Registrar IV Bombay (Bandra) under Serial No.BOM-3204/1984 (hereinafter referred to as **“the said Indenture”**), the Vendors therein granted and conveyed to the Purchasers all that piece and parcel land admeasuring 692.59 sq. mtrs bearing Plot No.7, Final Plot No. 33 of TPS- III Mahim Division, corresponding Cadastral Survey No.1960 of Mahim, lying, being and situated at 7E/7F, Bal Govindas Road, Dadar West, Mumbai- 400028 **(said Plot)** together with Buildings constructed and standing thereon commonly known as “Echhpal Building/s” also known as Durgaprasad Building/s – E (consisting of Ground + 3 upper Floors) and Durgaprasad Building/s – F (consisting of Ground + 2 upper floors) **(“Existing Building”)** together with certain additional structures**(“Existing Structures”)**. (The said plot, existing building and existing structures are hereinafter referred to as the said **“Property”**), for the consideration and

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in the manner provided therein. (more particularly describe in the **first Schedule** hereunder).

- B. Mr Narayan Govind Shetty died intestate on 30th May, 2018 leaving behind (a) Mrs. Asha Narayan Shetty (wife), (b) Mr. Nishant Narayan Shetty (son) and (c) Ms. Niyati Narayan Shetty as his only legal heirs and next of kin in terms of the law by which he was governed at the time of his death..
- C. The names of (a) Dr. Girdharlal Kishanchand Echhpal and (b) Dr. Shyamsunder Girdharlal Ecchpal is mutated on the Property Register Card and all other relevant revenue records pertaining to at the said Plot as the owner and the holder of thereof. The area of the said Plot mentioned in the Property Card is 692.59 sq. mtrs. A Copy of the Property Register Card in respect of the said Plot is annexed hereto and marked as **ANNEXURE- A**
- D. By and under a Development Agreement dated 10th October, 2022 executed between (1) (a) Ramesh Govind Shetty, (b) Asha Narayan Shetty, (c) Nishant Narayan Shetty, (d) Niyati Narayan Shetty, (e) Gajendra Govind Shetty, (f) Dayanand Govind Shetty and (g) Umesh Govind Shetty (as the owners therein) and (2) HRUB Builders LLP (as the Developer therein) and registered with the Office of the Sub-Registrar of Assurances at Kurla and bearing Serial No. BBE-4/16083/2022 , herein granted, exclusive and irrevocable development/re-development rights on principal to principal basis to the Developer therein with respect to the said Property, on the consideration and on the terms and conditions more particularly described therein.
- E. By and under an Irrevocable Power of Attorney dated 10th October, 2022 executed by (1) (a) Ramesh Govind Shetty, (b) Asha Narayan Shetty, (c) Nishant Narayan Shetty, (d) Niyati Narayan Shetty, (e) Gajendra Govind Shetty, (f) Dayanand Govind Shetty and (g) Umesh Govind Shetty (as the owners therein) in favor of (2) (a) Mr. Hitesh Avhad and (b) Mr. Bastiram Avhad, partners of HRUB Builders LLP (as the Developer therein) and registered with the Office of the Sub-Registrar of Assurances at Kurla and bearing Serial No. BBE-4/16086/2022, the Owners therein, in furtherance of the aforesaid Development Agreement dated 10th October 2022, appointed, nominated and constituted the Developer therein to be their true and lawful Attorneys to jointly and/or severally act for, in the name and on or behalf of the owners to execute and perform all or any acts, deeds, matters and things more particularly set out in the said Power of Attorney dated 10th October 2022 in relation to the development of the said Property;
- F. In view of the foregoing, the Developer became entitled to develop the said Property in terms of the Development Agreement and the Power of Attorney. Thereafter, the Developer got plans, specifications, elevations, sections and other details for

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redevelopment of the said Property and construction of a multi-storied building comprising of stilt and upto 21 upper floors to be known as “**Avhad Oasis**” (“**said New Building**”) on the said Plot (“**said Project**”) duly approved and sanctioned by the concerned authority. A copy of the duly sanctioned plans sanctioned by the concerned authority is marked and annexed hereto as “**Annexure B**”;

- G. The Developer has registered the said Project under the provisions of Real Estate (Regulation and Development) Act, 2016 (“**RERA**”). The RERA Authority has granted the Registration Certificate with respect to the Project bearing RERA registration no. _____ (“**RERA Certificate**”). Hereto annexed and marked as “**Annexure C**” is the RERA Registration Certificate issued by the Authority in respect of the Project;
- H. The Developer submitted plans for the construction of the Project to Municipal Corporation of Greater Mumbai (“**MCGM**”) and MCGM has presently sanctioned the plans for construction of the New Building on the said Plot and has issued Intimations of Disapproval dated 12th December 2023 bearing No. P-18375/2023)/G/North/FP/IOD/1/New (“**I.O.D.**”) and Commencement Certificate dated _____ bearing No. _____ (“**C.C.**”). Copy of the aforesaid IOD and CC are annexed hereto and marked as “**Annexure D**” and “**Annexure E**” respectively;
- I. The Developer has entered into a prescribed agreement with an _____ bearing License No. _____, registered with the Council of Architects and also appointed a Structural Engineer for preparing structural designs and drawings and specifications of the New Building to be constructed on the said Plot and the Allottee/s accept/s the professional supervision of the Architect and Structural Engineer appointed by the Developer till the completion of the New Building unless otherwise changed by the Developer;
- J. The Developer has accordingly commenced construction of the said Project in accordance with the sanctioned plans, approvals and permissions granted by MCGM and other competent planning authorities;
- K. The details pertaining to the title/rights/entitlement of the Developers to the said Plot/ Project are as detailed in the title certificate dated _____ issued by Lexicon Law Partners, Advocates and Solicitors (hereinafter referred to as the “**Title Certificate**”). A copy of the Title Certificate certifying the title of the Developer to develop the Property is annexed hereto as “**Annexure F**”;
- L. The principal and material aspects of the development of the said Plot/ Project are briefly stated below:

- (i) The New Building known as “_____” comprises of stilt plus _____

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upper habitable floors;

- (ii) FSI of _____ square meters has presently been sanctioned for consumption on the said Plot.
- M. The common areas, facilities and amenities of the Project, which shall be used by all the flat/s Allottee/s / occupants of the Project are more particularly set out in the **Second Schedule** hereunder written (“**Project Common Area and Amenities**”). The Project Common Area and Amenities will be enjoyed by the purchasers of flats in New Building;
- N. 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/s of all documents of title relating *inter-alia* to the said Plot / 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 Project, the Title Certificate, revenue records and all other title documents as specified under the Act and RERA Rules and the Owner and Developer have provided inspection of the all the documents and records in respect of the said Project as demanded by the Allottee/s;
- O. While sanctioning the plans, granting approvals and permissions as referred hereinabove, MCGM and other competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the 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 MCGM and other competent authorities;
- P. The Allottee/s has/have also independently investigated and are fully satisfied with the title of the Developer to re-develop the said Property. The Allottee/s being fully satisfied in respect of title of the Developer to re-develop the said Property has/have approached the Developer and requested the Developer to sell to him/her/them a residential Premises bearing Flat No. _____ admeasuring _____ square feet RERA carpet area on the _____ floor (“**Flat**”) of the Building known as “_____” being/ constructed on the said Plot (“ **New Building**”) along with _____car parking space/s bearing no. _____ admeasuring _____ m (length) x _____ m (breadth) x _____ m (height/vertical clearance) situated on stlit/basement/tower/podium/mechanized car parking arrangement (“**Car Parking Spaces**”). The said Flat and the said Car Parking Space shall hereinafter collectively be referred to as “**the said Premises**”) more particularly described in the **First Schedule (B)** hereunder written to be constructed / being constructed on the said Plot, at and for the lumpsum consideration of **Rs. _____/-**

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(Rupees_____ only) as particularly described in Clause 4 hereinbelow written (hereinafter referred to as the “**Consideration**”) and on the terms and conditions hereinafter appearing. The said Premises is shown in red hatched lines on the floor plan annexed hereto and marked as “**Annexure G**”;

- Q. The Developer has the absolute and unhindered right to sell the said Premises in the New Building being constructed by the Developer, to enter into this Agreement with the Allottee/s in respect of the said Premises and to receive the Consideration, in respect thereof;
- R. Under section 13 of the RERA, the Developer is required to execute a written Agreement for Sale in respect of the said Premises with the Allottee/s i.e. this Agreement and are also required to register this Agreement under the provisions Indian Registration Act, 1908;
- S. 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;
- T. In accordance with and subject to the terms and conditions set out in this Agreement, the Developer hereby agree to sell and the Allottee/s hereby agree/s to purchase and acquire the said Premises.

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

1. It is agreed between the Parties that the aforesaid recitals shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and shall be interpreted, construed and read accordingly.
2. **DEVELOPMENT AND CONSTRUCTION:**
- 2.1 The Developer is constructing the New Building being “_____” consisting of stilt and upto ____ or more upper floors on the said Plot in accordance with the plans, designs, specifications approved by the competent authority from time to time and which have been inspected by the Allottee/s.
- Provided that the Developer shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Premises of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
- 2.2 The Allotees are aware that the plans in respect of the said Building have been

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sanctioned by the competent authority for stilt and 21 upper floors as per **Annexure “B”**. The Developer has received Commencement Certificate _____ upto _____ upper floor slab level (i.e. height of _____ mtrs AGL).

3. **TRANSACTION**

3.1. The Allottee/s agree/s to purchase from the Developer and the Developer agrees to sell to the Allottee/s residential Flat No. _____ admeasuring _____ square feet RERA carpet area on the _____ floor (“**Flat**”) of the Building known as “_____” being/ constructed on the said Plot (“**New Building**”) and shown in hatched lines on the floor plan annexed hereto and marked “**Annexure G**” more particularly described in the **First Schedule (B)** hereunder written for the consideration of **Rs. _____/- (Rupees _____)** inclusive of GST, more particularly described in Clause 4 hereinbelow, including the proportionate price of the common areas and facilities appurtenant to the said Premises which are more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as “**Common Areas and Facilities**”) subject to applicable tax deducted at source under the Income Tax Act, 1961 (“**Consideration**”).

Incidental to the Allottee/s’ ownership rights to the said Premises, the Allottee/s, without consideration, shall be entitled to exclusively use _____ car parking space/s bearing no. _____ admeasuring _____ m (length) x _____ m (breadth) x _____ m (height/vertical clearance) situated on stilt/basement/tower/podium/mechanized car parking arrangement constructed in the said New Building (“**Car Parking Space**”). The said Flat and the said Car Parking Spaces shall hereinafter collectively be referred to as the “**said Premises**”.. The Allottee is aware that just as the Car Parking Space will be for his exclusive use, similar exclusive usage rights of the respective parking spaces to other allottees of premises shall be granted by the Developer and that the same shall be binding on the Allottee, his nominees and assigns.

4. **CONSIDERATION:**

4.1. The Total Consideration of the said Flat is Rs. _____/- (Rupees _____ only) (“**Consideration**”) inclusive of Goods and Service Tax (“GST”).

4.2. The Allottee/s has / have paid to the Developer a sum of Rs. _____/- (Rupees _____ Only) (not exceeding 10% of the total consideration) plus the applicable Goods and Service Tax and subject to deduction of tax on or before the execution of this Agreement and agrees to pay the balance sum of Rs. _____/- (Rupees _____ Only) plus the

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applicable Goods and Service Tax and shall be deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.

(The allottees hereby agrees to pay to the developer the balance amount including GST and other taxes in the manner stated hereinbelow:

Sr. No	Payment		Details		
			Net Cost	GST @5%	Total
1	On Execution	30%			
2	Plinth	15%			
3	1 st Slab	1.5%			
4	2 nd Slab	1.5%			
5	3 rd Slab	1.5%			
6	4 th Slab	1.5%			
7	5 th Slab	1.5%			
8	6 th Slab	1.5%			
9	7 th Slab	1.5%			
10	8 th Slab	1.5%			
11	9 th Slab	1.5%			
12	10 th Slab	1.5%			
13	11 th Slab	1.5%			
14	12 th Slab	1.5%			
15	13 th Slab	1.5%			
16	Terrace Slab	1.5%			
17.	completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.	5%			
18.	on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is	5%			

	located.				
19	on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located	10%			
20	OC/ Possession	10% or whatever remaining payment			

4.3. The Consideration excludes taxes (consisting of taxes paid or payable by the Developer by way of, levies and cesses or any other similar taxes levied in connection with the construction of and implementation of the Project) and/or all other

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direct/indirect taxes applicable or which are and/or may become applicable pertaining or relating to the said Premises in any manner whatsoever and/or on the transaction as contemplated herein and/or the consideration payable hereunder, including but not limited to, Swachh Bharat Cess, Krishi Kalyan Cess, land under construction tax, LBT, surcharge, increase in development charges, land under construction charges, costs or levies imposed by the competent Authority, and/or all other direct / indirect taxes / duties, impositions applicable, levied by the Central and/or State Government and/or any local, public or statutory authorities / bodies and/or any other new taxes, any interest, penalty, levies and cesses and also all increases therein from time to time (collectively "**Statutory Charges**") under the provisions of the applicable law or any amendments thereto. The Statutory Charges shall be paid by the Allottee/s on demand made by the Developer within 7 (seven) working days from such demand, and the Allottee/s shall indemnify and keep indemnified the Developer from and against any costs, liabilities, penalties and interests etc. that may be levied with regard to the same. It is only upon payment of all amounts as contemplated in this Agreement, that the transfer of the said Premises in favour of the Allottee/s will take place.

- 4.4. The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges, taxes, levies or cesses payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. These charges shall be paid by the Allottee/s on demand made by the Developer within 7 (seven) working days from such demand, and the Allottee/s shall indemnify and keep indemnified the Developer from and against the same. The Developer undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent Authority, the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 4.5. Time for payment of all the amounts in relation to the transaction contemplated herein, including but not limited to the instalments of Consideration, Statutory Charges and all other taxes as may be applicable and/or any other amount payable by the Allottee/s herein and/or performance of the obligations by the Allottee/s, is the essence of this Agreement.
- 4.6. The Allottee/s authorize/s the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her /their name/s as the Developer may in its sole discretion deem fit and the Allottee/s

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undertakes not to object/demand/direct the Developer to adjust his payments in any manner howsoever.

- 4.7. The amounts payable by the Allottee/s to the Developer including the payments mentioned in ___ Schedule shall be made by the Purchasers within 15 (fifteen) days of notice in writing by the Developer (hereinafter referred to as “Developer’s Intimation”). An intimation forwarded by the Developer to the Purchasers that a particular stage of construction has commenced or been completed shall be sufficient proof that a particular stage of construction has been commenced or completed. However, it is agreed that failure to receive notice from the Developer, requiring such payment shall not be a plea or an excuse for non-payment of any amount or amounts unless and otherwise agreed upon by the Developer.
- 4.8. If the Allottee/s delay/fail or are otherwise unable to pay any of the amounts payable under this Agreement on the respective due dates, the Developer shall be entitled to, without prejudice to the Developer’s other rights and entitlements, receive and recover from the Purchasers and the Purchasers shall pay to the Developer the defaulted/delayed amount together with interest thereon as applicable under the RERA. In addition to the Allottee/s’ liability to pay interest as mentioned hereinabove the Allottee/s shall also be liable to pay and reimburse to the Developer, all the costs, charges and expenses whatsoever, which are borne, paid or incurred by the Developer including but not limited to in consequence to any legal proceedings that may be instituted by the authorities concerned against the Developer or vice versa for the purpose of enforcing payment of and recovering from the Allottee/s any amount or dues whatsoever payable by the Allottee/s under this Agreement and the Allottee/s hereby indemnifies the Developer regarding such expenses.
- 4.9. Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge / lien on the said Premises. It is hereby clarified that for the purposes of this Agreement, the date of actual payment shall mean the date of credit of the amount in the Collection Account (defined hereinafter) and/or the Statutory Charges Collection Account (defined hereinafter), as the case may be. All the rights and/or remedies of the Developer against the Allottee/s are cumulative and without prejudice to one another.
- 4.10. The Consideration shall be subject to deduction of tax at applicable rate (“TDS”) as per the Income Tax Act, 1961 (if applicable) and the Allottee/s shall make payment of each installment as stated in clause 4.2 hereinabove subject to proportionate deduction of TDS thereon and shall accordingly forthwith pay the TDS amount into the

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requisite Government Income Tax account. The Allottee/s agree/s and undertake/s to furnish to the Developer a tax deduction certificate in this regard within 30 (thirty) days from the date of deduction of TDS. In the event the Allottee/s fail/s to deduct tax or deposit the same in the requisite Government Income Tax account, the Allottee/s shall be solely liable and responsible in respect thereof, with no liability to the Developer.

4.11. It is expressly agreed that any deduction of an amount made by the Allottee/s on account of TDS shall be acknowledged/ credited by the Developer, only upon the Allottee/s submitting in a timely manner to the Developer the original TDS certificate for the amount so deducted and the said TDS certificate is matching with the information as available on Income Tax Department website for this purpose. Provided further that, at the time of handing over the possession of the said Premises, if any such challan/ certificate is not produced, the Allottee/s shall pay equivalent amount as interest free deposit with the Developer, which deposit shall be refunded by the Developer upon the Allottee/s producing such challan/ certificate within 2 (two) months of possession of the said Premises. Provided further that in case the Allottee/s fail to produce such challan/ certificate within the stipulated period of 2 (two) months, the Developer shall be entitled to appropriate the said deposit against the amount receivable from the Allottee/s.

4.12. It is specifically agreed by the Allottee/s that this Agreement shall not create any right, interest and/or claim of the Allottee/s on the said Premises until and unless all the amounts due and payable by the Allottee/s as recorded herein are paid by the Allottee/s to the Developer in accordance with the terms and conditions of this Agreement. Without prejudice to the other remedies available to the Developer, the Allottee/s shall be liable to pay interest as notified by RERA.

4.13. The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing the details of the changes, if any, in the carpet area subject to variation cap of 3% (Three Percent). The Consideration 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 of 3% (Three Percent) then the Developer shall adjust the excess money paid by the Allottee in the last installment. If there is any increase in the carpet area allotted to the Allottee, the Developer shall demand additional amount from the Allottee as per the next milestone of the payment plan as stated in clause 4.2 hereinabove. All these monetary adjustments shall be made at the same rate per square meters as stated in this clause hereinabove.

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- 4.14. The Allottee/s shall make all payments of all instalments of the balance Consideration due and payable by the Allottee/s on the respective due date/s to the Developer through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of “_____” in the Bank Account No. _____ held by the Developer in _____ Bank, _____ Branch (hereinafter referred to as the “**Collection Account**”).
- 4.15. In case of any financing arrangement entered by the Allottee/s with any bank / financial institution (“**the Lender**”), with respect to the purchase of the said Premises, the Allottee/s undertakes to direct the Lender to pay all amounts towards the Consideration on respective dates as mentioned herein and the Allottee/s shall ensure that the Lender shall disburse/pay all amounts towards the Consideration due and payable to the Developer through an account payee cheque/ pay order/ demand draft drawn in favour of the Developer as stated above. Any payments made in any other bank account/s other than mentioned hereinabove shall not be treated as payment towards purchase of the said Premises and shall be construed as a breach on the part of the Allottee/s of the terms and conditions of this Agreement, and the Allottee/s shall forthwith be required to make the necessary payment to the aforesaid account. Notwithstanding the above, the Allottee’s obligation to make the payment of the installments and other charges, taxes and any dues under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional. Till the time the entire Consideration and the other amounts due and payable by the Allottee/s to the Developer is paid, the rights of the Lender shall be subservient to the rights of the Developer.

5. **OBLIGATIONS OF DEVELOPER:**

- 5.1. The Developer shall (unless there is a force majeure) abide by the time schedule for completing the project and hand over the Premises to the Allottee/s after receiving the Occupancy / Occupation certificate or part thereof.
- 5.2. The Developer shall develop the said Property in terms of the plans and specifications sanctioned from time to time in accordance with the provisions of law and hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Premises as mentioned in this Agreement.

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- 5.3. The Developer will provide the fixtures, fittings and amenities in the Building and the Premises as set out in “**Annexure H**” annexed hereto and the Allottee/s is/are satisfied with the fittings and fixtures and amenities mentioned therein.

6. **DEFAULT AND THE CONSEQUENCES:**

- 6.1. If the Developer fails to abide by the time schedule for completing the project and handing over the Premises to the Allottee/s, save and except in the event of occurrence of Force Majeure and/or other events more particularly stated in Clause 6.4 below, then, upon receipt of a written notice from the Developer specifying such delay and the revised date on which the possession is expected to be handed over to the Allottee/s (“**Delay Notice**”), the Allottee/s shall have an option to give notice to the Developer terminating this Agreement and demand refund, whereupon the Developer shall be liable on demand to refund to the Allottee/s the amounts already received by it in respect of the said Premises with interest as specified in the RERA Rules from the date the Developer received the sum till the date the amounts and interest thereon are repaid or to seek monthly compensation for the period of delay as provided by law. On the Developer tendering the Allottee/s refund of the above-mentioned amount in respect of such termination, neither party shall have any claim against the other in respect of the Premises or arising out of this Agreement and the Developer shall be at liberty to dispose of the said Premises to any other person or persons at such price and upon such terms and conditions as the Developer may deem fit.

- 6.2. The Developer agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the RERA Rules, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession of the said Premises. The Allottee/s agree/s to pay to the Developer, interest as specified in the RERA Rules, on all the delayed payment which become due and payable by the Allottee/s to the Developer under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Developer. It is however clarified that if the delay in handing over possession of the said Premises is caused due to any Force Majeure event (as defined hereinafter), in that event, no compensation for such delay shall be payable to the Allottee/s. It is also agreed that once the Allottee/s opts for refund of the monies, the claim of the Allottee/s shall be restricted to refund of monies paid with interest as specified in the RERA Rules. The Allottee/s shall neither be entitled to claim for loss and / or damages and / or mental trauma or otherwise, howsoever. The amount so refunded shall be towards full and final satisfaction and final settlement of all the claims of the Allottee/s under this Agreement. In an event, no option is communicated by the Allottee/s to the Developer within 15 (fifteen) days from the date of receipt of the Delay Notice, it shall be deemed that the Allottee/s does not

Developer	Allottee/s

intend to withdraw from the project and has waived off their right to seek refund of the monies paid by him in respect of the said Premises and shall be entitled to receive compensation in accordance with law for the period of delay. Provided that any such waiver shall be applicable only in case of the first Delay Notice and not for any subsequent notice issued by the Developer for delay in handover of possession.

6.3. Without prejudice to the right of the Developer to charge interest in terms of Clause 4.7 & 6.2 above, on the Allottee/s committing any Event of Default as mentioned hereinafter in payment on the due date of any amount due and payable by the Allottee 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 committing three defaults of payment of instalments, the Developer shall at his own option, may terminate this Agreement. Provided that, Developer shall give a notice of 15 (fifteen) days in writing to the Allottee, by Registered Post AD at the address provided by Allottee and mail at the email address provide by Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee 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 any agreed liquidated damages or any other amount which may be payable to Developer) within a period of 30 (thirty) days of the termination, the instalments of Consideration of the said Premises which may till then have been paid by the Allottee/s to the Developer;

6.4. The Developer shall solely at their discretion be entitled to terminate this Agreement on the happening of any of the following events ("**Events of Default**"):

- (i) If the Allottee/s delay/s or commit/s defaults in making payment of instalments payable under this Agreement or otherwise (including but not limited to the Allottees' proportionate share of taxes levied by Competent Authority and other outgoings and/or Statutory Charges), subject to a cure period of 30 (thirty) days. During such cure period, the Developer shall be entitled to levy interest as specified in the RERA Rules;
- (ii) If the Allottee/s commit/s breach of any of the terms, conditions, covenants and representations of this Agreement;

Developer	Allottee/s

- (iii) If the Allottee/s has/have been declared and/or adjudged to be dissolved, insolvent, bankrupt etc.;
 - (iv) If Receiver and/or a Liquidator and/or Official Assignee is appointed of the Allottee/s or in respect of all or any of the assets and/or property of the Allottee/s;
 - (v) If the Allottee/s has received any notice from the Government of India (either Central, State or Local) or foreign Government for Allottee/s's involvement in any money laundering or any illegal activity.
 - (vi) If the representations, declarations and/or warranties, etc. made by the Allottee/s are found to be untrue/false;
- 6.5. All the aforesaid rights and/or remedies of the Developer against the Allottee/s are cumulative and without prejudice to one another.
- 6.6. Upon termination of this Agreement;
- (a) The Allottee shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Developer or in respect of the said Premises in any manner whatsoever whether pursuant to this Agreement or otherwise howsoever save and except refund of amount/s (after deduction of amount/s) as stated in hereinafter;
 - (b) The Developer shall be entitled to deal with and dispose of the said Premises to any other person/s as the Developer deem fit without any further intimation, act or consent from the Allottee/s;
 - (c) The Developer shall refund the Consideration, if any paid by the Allottee/s to the Developer, without interest only after deducting and/or adjusting from the balance amounts, interest on delayed payments, GST and/or any other amount due and payable by the Allottee/s and/or paid by the Developer on Allottees' behalf/account in respect of the Premises within 30 (thirty) days from the date of termination of this Agreement. In the event of any shortfall, the Developer shall, be entitled to recover the said amount/s from the Allottee/s; It is agreed and clarified that the Developer shall not be liable to refund any amount/s to the Allottee/s towards taxes, if any paid by the Allottee/s. It is hereby agreed and clarified that the Developer shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs or otherwise on the amount so refunded. It is clarified that the Developer shall not be liable or responsible to

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refund any of the Statutory Charges or any other charges that the Allottee/s may have borne and/or paid in respect of the transaction contemplated herein and further the Developer is hereby irrevocably authorized to comply with all the formalities for execution and registration of the documents including unilateral Deed of Cancellation, if any (at the sole option of the Developer), without the Allottee/s being a signatory thereto and the Allottee/s will not raise any objection or dispute in that regard.

(d) In case the Developer receives a credit/refund of GST paid on this transaction, from the statutory authorities then only in such a case the same shall be refunded by the Developer to the Allottee/s without any interest thereon within (30) thirty days of such credit/refund.

7. **RIGHTS OF THE PARTIES:**

7.1. It is expressly agreed that the right of the Allottee/s under this Agreement is only restricted to the Premises agreed to be sold by the Developer to the Allottee/s along with the exclusive right to use the Car Parking (subject to the terms hereof) and such right will accrue to the Allottee/s only on the Allottee/s making full payment of the Consideration and payment of all the amounts as stated herein to the including the Statutory Charges etc. on the respective due-dates strictly in accordance with this Agreement and only on the Allottee/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other premises shall be the sole property of the Developer and the Developer shall be entitled to deal with / transfer / sell the same without any reference or recourse or consent or concurrence from the Allottee/s in any manner whatsoever. All Common Areas and Facilities shall always be the sole and absolute property of the Developer until completion of the said Project.

7.2. Until receipt of the Full Occupancy / Occupation certificate in respect of the New Building, the Developer shall always have a right to get the benefit of Additional Floor Space Index for construction from sanctioning authorities under the present or the new DCPR and also to make the additions, alterations, raise storeys or put up additional structures in accordance with the provisions of RERA and as may be permitted by sanctioning authorities and other competent authorities and such additions, structures and storeys will be the sole property of the Developer alone. The Developer shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said Property or on any part/parts of the Building including on the terrace and/or on the parapet wall and the said hoardings may be illuminated or comprising of neon signs and for that purpose the Developer is fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the said Building or on

Developer	Allottee/s

the said Property as the case may be. The Developer reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the hoarding, The Developer shall have an irrevocable and perpetual right to use his associates, financiers, sales, marketing or agency's name appointed by him on any of the hoardings.

- 7.3. The Developer shall have absolute authority and control as regards the unsold premises, unallotted car parks on all levels and the disposal thereof. The Developer shall be liable to pay only the municipal taxes and society maintenance charges, at actuals, in respect of the unsold premises.
- 7.4. Till the entire development of the Property and the said Project is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Developer alone shall have full control, absolute authority and say over the Common Areas and Facilities, un-allotted areas, open spaces, recreation facilities and/or any other common facilities or the amenities to be provided in the Property and the Allottee/s shall have no right or interest in the enjoyment and control of the Developer in this regard.
- 7.5. Subject to the provisions of RERA and the applicable law, the Developer shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the Property and/or the New Building in the manner deemed fit by the Developer without any consent or concurrence of the Allottee/s or any other person, provided that the same does not in any way materially prejudice the right of the Allottee/s in respect of the Premises. After the Developer executes this Agreement, it shall not mortgage or create a charge on the Premises.
- 7.6. The Developer shall have the right to designate any space in the Property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the New Building that may be developed on the Property. The Developer shall also be entitled to designate any space in the Property to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the Property and the Building constructed thereon and the Allottee/s irrevocably consent/s to the same.
- 7.7. The Developer shall be entitled to construct site offices/sales lounge in the Property and shall have the right to access the same at any time without any restriction whatsoever.

Developer	Allottee/s

- 7.8. The Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under the access roads in the Property, at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles (of all descriptions), laden or unladen, and to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use, enjoyment and development of the Property and if necessary in part) and/or to shift/vary/re-align/modify the same to another portion of the Property, as may be required by the Developer.
- 7.9. The Allottee/s is / are aware that, until receipt of the Full Occupancy / Occupation certificate in respect of the New Building, the Developer shall be entitled to all the benefit of FSI or any incentive FSI viz. utilize fungible FSI, Transferable Development Rights (TDR) and all the development potential which the Developer may get, in any form, and on whatsoever account or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Developer deems fit.

8. **POSSESSION:**

- 8.1. The Developer shall give possession of the Premises to the Allottee/s as mentioned herein on or before _____ subject to the receipt of Occupation Certificate and upon the Premises being ready for use and occupation upon receipt of the entire Consideration and all the amounts due and payable by the Allottee/s under this Agreement including Statutory Charges, taxes and registration charges in respect of the Premises.
- 8.2. The Developer shall give notice to the Allottee/s, in writing, offering possession of the said Premises within 7 (seven) days of receiving the occupancy certificate with respect to the Project.

Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of the Premises on the Date of Hand Over, if the completion of the New Building is delayed on account of force majeure event. The force majeure event shall mean a case of war, flood, drought, fire, cyclone, earthquake, or any other calamity caused by nature affecting the regular development of the Project

- 8.3. Within 1 (One) month from the receipt of the Possession Notice from the Developer as per Clause 8.2 above and subject to the Allottee/s having inspected the Premises and being satisfied that there have been no alteration/deviations to the Premises including fixtures, fittings and amenities as set out in “Annexure H” annexed hereto, the Allottee/s shall take possession of the said Premises from the Developer by

Developer	Allottee/s

executing necessary indemnities, undertakings and such other documentation as may be prescribed under the terms of this Agreement, and the shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s take/s or fail/s to take possession of the said Premises within the time provided in clause above, such Allottee/s shall be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable and as shall be decided by the Developer from the date of the notice to take possession.

8.4. The Allottee/s has/have prior to execution of this Agreement visited and inspected the site of the Building under construction on the said Plot and is fully satisfied with the location thereof and have satisfied himself/herself/themselves with respect to the said Project and the Premises.

8.5. In an event, any structural defect or any other defect in workmanship, quality or provisions of services or any other obligations of the Developer as per this Agreement relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under RERA.

8.6. The Developer shall however not be responsible or liable to comply with its obligations stated in Clause 8.6 above if the defects or provision of services referred therein are on account of the acts or omissions on the part of the Allottee/s and / or the other Allotees of premises in the said Building and/or Society including but not limited to alterations due to interior work, additions and alterations in plumbing, electrical layout etc. or due to normal wear and tear.

9. SOCIETY/ ORGANISATION:

9.1. The Purchaser shall, along with other purchasers of the premises in the said New Building constructed on the said Plot, within 3 months from the date on which the majority i.e. 51% of the total number Flats are booked/purchased by the purchasers join in and form an organisation or society known as _____ Cooperative Housing Society (hereinafter referred to as "**Society**") and for this purpose also from time-to-time sign and execute the application for membership and other papers and documents necessary for becoming members, including the bye-laws of the Society and duly fill in, sign and return to the Developer within 7 days of the same being forwarded by the Developer to the Purchasers. No objection shall be

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taken by the Purchasers if any changes or modifications are made in the bye laws of the Society, as may be required by the Registrar of Co-operative Societies or any other competent authority.

- 9.2. Notwithstanding anything contained herein, the Developer and/or its assignees or transferees shall not be liable or required to pay any transfer fees/charges and/or any amount, compensation whatsoever to the said Society for the sale / allotment / assignment or transfer of the unsold flats / premises etc. in the said Project.
- 9.3. The Developer shall be entitled to use and allow third party to use any part of the said Plot for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment, etc. The Purchasers agree not to object or dispute the same. Notwithstanding anything contained herein, it is further agreed between the Parties that at all times, the Developer shall be entitled to brand the said New Building / development on the said Plot by putting its name/logo/sign on such conspicuous part of the building as desired by it. It is agreed that neither the Purchasers nor the Society shall at any point of time be entitled to remove, object, dispute or demand any monetary consideration for putting up the sign/name/logo.
- 9.4. It is expressly agreed and confirmed between the parties that all general facilities shall be for the use of all the purchasers of the premises in the said New Building and the Purchasers shall pay proportionate share of expenses thereof. The proportionate share payable by the Purchasers to the Developer / Society as may be determined by the Developer / Society, shall be final and binding on the society and the Purchasers.
- 9.5. It is clarified that the Developer shall have the right to enter into a contract with any third party / agency for the purpose of maintenance and upkeep of the said Larger Plot, such decision shall be final and binding until the charge of the said New Building is handed over by the Developer to the Society. Thereafter, the said Society will undertake to maintain the said New Building and the underlying land or any part thereof.
- 9.6. It is further clarified that save and except the rights agreed to be conferred upon the Purchasers and/or the Society, no other rights are contemplated or intended or agreed to be conferred upon the Purchasers or the Society, in respect of the Premises/ Building/ Plot and in this regard the Purchasers for themselves and the Society, waives all his rights and claims and undertakes not to claim and cause the Society not to claim any such right in respect of the said Plot..

Developer	Allottee/s

10. **COMMON AREAS AND FACILITIES: -**

10.1. It is expressly agreed that the Allottee/s shall be entitled to the common areas and facilities appurtenant with the Premises and the nature, extent and description of such common areas and facilities is set out in the **Second Schedule** hereunder written (“the said Common Areas and Facilities”).

10.2. It is hereby agreed that the Developer has the exclusive right of allotment of different areas, open spaces or otherwise and other spaces within the said New Building and/or the Property to one or more person/s of its choice. It is hereby agreed that the areas mentioned in the Second Schedule written hereunder under the heading Common Areas and Facilities shall be the only common facilities and the Developer shall be entitled to declare all other areas as exclusive area/s;

10.3. With regard to the Common Areas and Facilities, it is agreed between the Parties and the Allottee/s specifically agrees, declares and confirms that:

a) He/she/it/they shall not demand, insist or call upon the Developer to complete the said Common Areas and Facilities till the Developer has completed construction of the New Building and has obtained full Occupation Certificate with respect to the same.

b) Save and except the said Common Areas and Facilities, the Developer shall not be liable, required and /or obligated to provide any other areas or facilities.

c) The Common Areas and Facilities that shall be provided in the said New Building shall be common for all the Allotees of premises in the said New Building and the Allottee/s shall not claim any exclusive right/title/interest thereto.

d) The Allottee/s shall be permitted to use the said Common Areas and Facilities in the manner as stated in this Agreement and on such terms and conditions as the Developer may deem fit and proper.

e) The Developer shall always be entitled to alter or amend the Common Areas and Facilities at the sole discretion of the Developer in accordance with the

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applicable law provided any such alteration or amendment does not materially change the Common Areas and Facilities as have been agreed to be provided under this Agreement.

f) The Developer shall always be the owner and will have all the right, title, interest in respect of the said Common Areas and Facilities and will be entitled to deal with and dispose of the same in such manner as the Developer may deem fit until the charge in respect of the said New Building is handed over by the Developer to the Society.

11. **COVENANTS BY THE ALLOTTEE /S:**

11.1. The Allottee/s is / are aware that the car parking space is for parking the Allottee's own vehicle being private use, light motor vehicles only and not for parking lorry, tempo, public transport vehicle etc. who shall be entitled to the use, occupy and enjoy the same to the exclusion of the other flat owners/ Allottee / and/or occupiers in the New Building (including the Allottee/s).

11.2. The Allottee/s is/are aware that the balcony/terrace area abutting the top most floor in the said Building shall be for the sole and exclusive use of the purchaser of the residential premises of top most floor and the Allottee/s hereby unconditionally and irrevocably agree and undertake not to raise any objection and/or requisition and/or protest with respect to exclusive use of balcony/terrace area abutting to the residential premises on the top most floor flat of the New Building by the owner/purchaser thereof.

11.3. The Allottee/s shall use the Premises or any part thereof or permit the same to be used only for residential purposes. The Allottee/s agrees not to change the user of the Premises and/ or use the car parking space for any other purpose without prior consent in writing of the Developer and the concerned municipal authorities. Any unauthorized change of user by the Allottee/s shall render this Agreement voidable and the Allottee/s in that event shall not be entitled to any right arising out of this Agreement;

11.4. The Allottee/s confirm/s that he/she/they has/have independently investigated the title of the Developer to the said Property and the said Project and that the Developer has answered all the requisitions of the Allottee/s to the satisfaction of the Allottee/s and the Allottee/s are satisfied with and unconditionally accept the title of the Developer to the Property/Premises and covenant with the Developer that they shall not make any further requisition/s and/or to call for any further documents and/or raise any dispute pertaining to the title of the Developer to said Property / Premises and right/title of the Developer to implement the Project and sell the Premises.

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11.5. The Allottee/s confirm/s that the Developer has given full free and complete inspection to the Allottee/s of all the documents of title including originals available with them that have been furnished to the Competent Authority for registration of the said New Building / Project with the Competent Authority. In addition to the aforesaid documents, the Developer has given inspection, to the Allottee/s, of documents relating to title of the Developer to the Property, approved plans, designs and specifications prepared by the Developer's Architect _____, permissions, approval, consents etc. granted by the Competent Authority to the Developer and of such other documents as are specified under RERA;

11.6. The Allottee/s hereby represent and warrant to the Developer as follows

- (i) He/she/it has not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
- (ii) no receiver and/or liquidator and/or official assignee or any person is appointed of the Allottee/s or all or any of his/her/their assets and/or properties;
- (iii) The Allottee/s (being a company incorporated under the provision of the Companies Act) have not committed any default within the meaning of the Insolvency and Bankruptcy Code, 2016 (IBC) and has not received any default notice or invoice demanding the payment of any overdue amount under the IBC;
- (iv) No application has been made or contemplated filed admitted, or order, decree, judgment or resolution passed or contemplated, by the Allottee/s (being a company incorporated under the provision of the Companies Act), voluntarily or otherwise, or any other person, organization, court, tribunal or authority for the commencement of insolvency resolution, liquidation, bankruptcy, winding up or analogous proceedings against the Allottee/s;
- (v) No insolvency professional, liquidator, administrator, receiver or manager has been appointed by any person in respect of the Allottee/s (being a company incorporated under the provision of the Companies Act) or all or any of its assets or any part thereof and no steps have been taken to initiate any such appointment.

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- (vi) No corporate action, legal proceedings or other procedure or step has been taken or notice given in relation to a composition or arrangement with any creditors of Allottee/s (being a company incorporated under the provision of the Companies Act) with respect to Allottee/s debt repayment obligations.
- (vii) No legal proceedings are pending in connection with the enforcement of any security over any assets of Allottee/s or any part thereof.
- (viii) No legal proceedings are pending against Allottee/s before any court, tribunal or authority for the recovery of any debt
- (ix) Allottee/s have not taken, initiated or become subject to any actions, steps, proceedings, appointments or arrangements analogous to those listed in sub-clauses (i) to (vi) above under the laws of any jurisdiction applicable to Allottee/s.
- (x) none of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- (xi) no notice is received from the Government in India (either Central, State or Local) and/or from abroad for his 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;
- (xii) no execution or other similar process is issued and/or levied against him/her/ them and/or against any of his/her/their assets and properties;
- (xiii) he/she is not of unsound mind and/or is not adjudged to be of unsound mind;
- (xiv) he/she has not compounded payment with his creditors;
- (xv) he/she is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;
- (xvi) he/she/it is competent to contract and enter into this Agreement as per the prevailing Indian Laws and in case of Allottee (not being an Individual) has

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obtained all necessary permissions including corporate approvals etc. and has passed requisite resolutions) for the same;

11.7. The Allottee/s with an intention to bring all persons in whose hands the Premises may come, doth / do hereby represent and covenant with the Developer as follows:-

- (a) to maintain the Premises at the Allottee/s' own cost in good tenantable repairs and condition from the date of taking possession of the Premises and shall not do or suffer to be done anything in or to New Building, staircase or passage which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to Building or the Premises or part thereof;
- (b) not to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of New Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of New Building including the entrance thereof. In case any damage is caused to the Premises or Building on account of the negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable and responsible for the consequences of the breach;
- (c) to carry at the Allottee/s' own cost all internal repairs to the Premises and maintain it in the same condition, state and order in which it was delivered by the Developer to the Allottee/s and not to do or suffer to be done anything in the Premises or New Building which is in contravention of rules, regulations or bye-laws of the concerned local public authority; In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be liable for the consequences thereof to the local authority and/or public authority;
- (d) not to change the user of the said Premises and/or make any structural alteration to the said Premises and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Premises and not to cover or construct anything on the open spaces, and/or parking spaces/areas.
- (e) not to demolish or caused to be demolished the Premises or any part thereof

Developer	Allottee/s

nor 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 nor alter the elevation and outside colour scheme of Building and to keep the portion, sewers, drain pipes in the Premises and the appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other parts of New Building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural members in the Premises without the prior permission of the Developer and/or the Society;

- (f) not to shift windows of the said Premises and / or carry out any changes in the said Premises so as to increase the area of the said Premises and / or put any grill which would affect the elevation of the said New Building and / or carryout any unauthorized construction in the said Premises. In the event if any such change is carried out, the Allottee/s shall remove the same within 24 hours of notice in that regard from the Developers. In the event if the Allottee/s fails to remove the same within the period of 24 hours, then the Developer shall be entitled to enter upon the said Premises and remove such unauthorized construction and the Allottee/s hereby agrees and undertakes not to raise any objection for the same and / or demand any damages for the same from the Developer;
- (g) not to do or permit to be done any act which may render void or voidable any insurance of the Property or New Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;
- (h) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Property and the New Building;
- (i) not to hang clothes, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the New Building;
- (j) not to encroach upon or make use of any portion of the New Building not agreed to be acquired by the Allottee/s;
- (k) not to close or permit to be closed verandas, terraces or balconies of the Building or change the external elevation or colour scheme of the building nor of the common areas including lobby and the areas outside the main door of the Premises The Developer shall have the right to inspect the said Premises

Developer	Allottee/s

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 said Premises to its original state;

- (l) pay to the Developer within 15 (fifteen) days of demand by the Developer, his/her share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the New Building;
- (m) to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Competent Authority and/or government and/or other public authority on account of change of user of the Premises for any purposes other than for the purpose for which it is agreed to be sold;
- (n) not to let, sub-let, transfer, assign or part with the Allottee/s' interest or benefit factor of this Agreement and/or part with the possession of the Premises and/or part with occupation or give on leave and license, tenancy basis or induct any person/s into the Premises until all the dues payable by the Allottee/s to the Developer under this agreement are fully paid up and only if the Allottee/s has / have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has / have intimated the Developer and obtained the prior consent of the Developer in writing in that behalf and also on intending transferee undertaking to observe and perform and carry out the terms and conditions as may be imposed in that behalf and the costs and expenses of such agreement will be paid by the Allottee/s. Such consent / refusal shall be at the sole discretion of the Developer.
- (o) not to put any claim in respect of open spaces, any space available for hoardings, gardens attached to other units or terraces and the same are retained by the Developer as restricted amenities. The Allottee is aware that certain parts of the said Building shall be allocated for exclusive use of certain users/residents and the Allottee waives his right to raise any dispute in this regard;
- (p) the Allottee/s shall observe and perform all the rules and regulations and byelaws of the Society and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the New Building and the premises therein and for the performance and observance of

Developer	Allottee/s

building rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Allottee/s shall also observe and perform all the terms and stipulations laid down by the Society regarding occupation and use of the Premises and shall pay outgoings and other charges in accordance with the terms of this Agreement.

- (q) to allow the Developer, their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Property and the New Building or any part thereof to view and examine the state and condition thereof or for the purpose of viewing or repairing or maintaining and cleaning any part of the said Building including all drains, pipes, cables, wires, gutters and other fixtures, fittings, utilities, conveniences, amenities and facilities belonging, serving or appurtenant thereto as also for the purpose of making, laying, installing and/or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the said Premises for the benefit of the said New Building and for the purpose of, maintaining, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, structure or other conveniences belonging to or serving or used for the said Building, after giving 2 (two) working days prior notice thereof. The Allottee/s shall not obstruct or hinder the Developer and/or their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties;
- (r) not to fix any grill to the exterior of the New Building or windows except in accordance with the design approved by the Developer. The Allottee/s shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee/s from the Developer and the Allottee/s undertakes to not fix any grill having a design other than the standard design approved by the Developer;
- (s) the Allottee/s shall not do or suffer to be done anything on the Property or the New Building to be constructed thereon which would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Allottee/s commit/s any acts or omissions in contravention to the above, the Allottee/s alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Developer in that behalf;
- (t) to install/fix the air conditioners and their units in the designated ducts/areas, if

Developer	Allottee/s

provided and to not install a window air-conditioner within or outside the said Premises. If found that the Allottee/s has affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, then the Allottee/s shall be required to remove the same upon being called upon by the Developer to do so;

(u) the Allottee/s shall use the Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee/s agree/s not to change the user of the Premises without prior consent in writing of the Developer and any unauthorized change of user by the Allottee/s shall render this Agreement voidable and the Allottee/s in that event shall not be entitled to any right arising out of this Agreement;

(v) the Allottee/s 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.

11.8. The Developer consider the accuracy of the representations and warranties of the Allottee/s to be an important and integral part of this agreement and have executed this agreement in reliance of the same.

11.9. The Allottee/s hereby agree/s 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 his/her/their 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 and/or term and/or conditions under this Agreement.

11.10. The Allottee/s agree/s to grant to the Developer, all the facilities, assistance and co-operation as the Developer may reasonably require from time to time even after the Developer has delivered possession of the Premises to the Allottee/s, so as to enable the Developer to complete the Project;

11.11. The Purchasers shall have no claim save and except in respect of the Premises. All other areas will remain the property of the Developer until the whole of the Property is transferred as herein provided subject to the rights of the Developer as contained in this Agreement.

11.12. In the event, the Allottee/s being a resident outside India, Non-Resident Indian (N.R.I.) or OCI or PIO intending to book and acquire a flat / premises from the Developer, then

Developer	Allottee/s

such Allottee/s shall be solely responsible for complying with the necessary formalities laid down under the applicable laws including that of remittance of payment acquisition/ sale/transfer of immovable properties in India etc. and procure the necessary / statutory permissions from the Reserve Bank of India or any other Competent Authority, if required. The Allottee/s shall and provide the Developer with such permission approvals which would enable the Developer to fulfill its obligations under this Agreement. The Developer shall not be held liable for the deficiency of any statutory permissions being not available or procured by such Allottee/s. The Allottee/s shall comply with all requirements as required in this regard and shall keep the Developer fully indemnified and harmless in this regard.

11.13. The Allottee/s shall inform the Developer if there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement and comply with necessary formalities if any under the applicable laws.

11.14. Without prejudice to the generality of the foregoing, the Allottee/s hereby agree/s and confirm/s as under–

- (a) The Society shall preserve and maintain the following documents after the same are handed over by the Developer to the Society:
 - (i) Documents pertaining to the title to the said Property;
 - (ii) Copies of IOA, CC subsequent amendments, Occupation Certificate and corresponding canvas mounted plans of the New Building;
 - (iii) Copies of soil investigation report;
 - (iv) RCC details and canvas mounted structural drawings of the New Building;
 - (v) Structural stability certificate from licensed Structural Engineer;
 - (vi) Structural audit report;
 - (vii) All details of repairs carried out in the New Building;
 - (viii) Supervision certificate issued by licensed site supervisor;
 - (ix) Building Completion Certificate issued by licensed Surveyor/Architect;
 - (x) NOC and Completion Certificate issued by CFO;
 - (xi) Fire safety audit carried out as per the requirement of CFO;
 - (xii) All contracts entered into between Developer and Service Provides with respect to the maintenance and upkeep of the common areas.

11.15. The Allottee/s is / are aware that the Society shall preserve and maintain the above documents/plans and maintain the subsequent periodical structural audit reports and the repair history.

11.16. The Allottee/s shall have no claim save and except in respect of the Premises. All other areas will remain the property of the Developer until the whole of the Property are

Developer	Allottee/s

transferred as herein provided subject to the rights of the Developer as contained in this Agreement.

12. **OUTGOINGS:**

12.1. Within 15 days after notice in writing is given by the Developer to the Allottee that the Premises is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of the outgoings in respect of the Property and the New Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or government sub-station and cable cost water charges, electricity charges, common lights, insurance, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Property and the Building. Till the period of one year from the date of receipt of occupation certificate, the Allottee/s shall pay to the Developer such proportionate share of the outgoings as may be determined by the Developer which shall be calculated at the same rate as the other purchasers in the New Building. The Allottee/s agree/s that the Allottee/s shall pay to the Developer such provisional monthly contribution per month towards the outgoings regularly on the 5th day of every month in advance and shall not withhold the same for any reason. The amounts so paid shall not carry any interest and remain with the Developer until the maintenance and administration of the said Building and the common area is handed over by the Developer to the Society. On such handover, the aforesaid deposits (less deductions) shall be paid over by the Developer to the Society.

12.2. The Allottee/s shall simultaneously with the execution of this Agreement pay to the Developer the following amounts over and above the Consideration and all other amount payable by the Allottee/s under this Agreement or otherwise. The Developer is entitled to retain and appropriate the same to its own account:-

Particulars	Amount (Rs.)
Development Charges	-
Legal Charges	-
Share money / Membership charges	-
Provisional Maintenance Charges (for 12 months)	-

Developer	Allottee/s

Corpus Fund or its equivalent	-
GST on actual basis (if applicable)	-
Water, and electricity connection charges	-

- 12.3. All the aforesaid charges to be collected by the Developer under Clause 12.2 above shall be further increased by applicable rate of GST as per the applicable laws or statute for the time being in force and shall be payable as and when called for by the Developer but in any case, before the Date of Possession;
- 12.4. It is agreed in respect of amounts mentioned in Clauses 12.2 above, the Developer is not liable to render accounts. The Developer shall hand over the deposits less deduction for expenses and/or balance thereof to the Society as aforesaid. In the event of any additional amount becoming payable whether on actual or otherwise under any of the sub-clauses of Clause 12.2, the Allottee/s shall forthwith on demand pay and deposit the difference to the Developer. The aforesaid amounts/ deposit shall not carry any interest.
- 12.5. The Developer shall maintain a separate account in respect of the sums received by the Developer from the Allottee/s as advance or deposit, on account of the Society, outgoings, legal charges and shall utilize the same for the purpose for which they have been received;
- 12.6. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Allottee/s agree/s to pay to the Developer, such other charges under such other heads as the Developer may indicate.
- 12.7. If the Allottee/s fails or neglects to pay these monthly outgoings in respect of the said Premises and/or their proportionate share for the said Property and/or the said Building for any reason whatsoever, without prejudice to their right to collect interest as prescribed under the RERA Rules for the delayed payment and without prejudice to any other rights available to them including right to terminate the Agreement, the Developer shall be entitled to adopt appropriate legal proceedings for recovery thereof and/or absolutely and unconditionally stop and restrict the Allottee/s from using other recreational facilities.
- 12.8. It is hereby clarified that the Developer shall not be liable, responsible and / or required to render accounts in respect of the amounts mentioned in Clause 12.2 and that the aforesaid amounts mentioned in Clause 12.2 do not include the dues for electricity and other bills for the said Premises and the Allottee/s shall be liable to pay electricity and

Developer	Allottee/s

other bills for the individual meters separately. It is further clarified that the list of charges and amounts mentioned in Clause 12.2 are only indicative and not exhaustive and the Allottee/s agrees to pay to the Developer, such other charges or such additional amounts under such heads as the Developer may indicate without any demur.

13. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:**

The Developer hereby represents and warrants to the Allottee/s as follows:

- i. The Developer has the requisite rights to carry out development upon the Property and also has actual, physical and legal possession of the Property for the implementation of the project for construction of the New Building;
- ii. The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the Property or the project except those disclosed in the title report and/or to RERA;
- iv. There are no litigations pending before any Court of law with respect to the Property and/ or the Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, are valid and subsisting and have been obtained by following due process of law. Further, approvals, licenses and permits issued by the competent authorities with respect to the project, Property and the Building 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 project, the Property and the Building;
- vi. The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the Developer is restricted to enter into this Agreement.
- vii. The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Property, including the project nor any

Developer	Allottee/s

document/s in respect of 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/s 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 said Project to the competent authorities;
- x. The Developer has sole and exclusive right to deal with the terrace/balcony area abutting to the top most floor flat of the New Building in the manner as stated in this Agreement and the Development Agreement.

14. **CONVEYANCE IN FAVOUR OF THE SOCIETY:**

- 14.1 The Developer shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 14.2 The Developer shall, subject to its right to dispose of the remaining flats/units, if any, execute the conveyance of title within three months from the date of issuance of occupancy certificate, to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

15. **INDEMNIFICATION BY THE ALLOTTEE/S:**

- 15.1 The Allottee/s shall indemnify and keep indemnified the Developer and hold the Developer harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Developer directly or indirectly in connection with: (a) any breach and/or default by the Allottee/s in the performance of any and/or all of his/her /their obligations under this agreement and/or terms and conditions of this Agreement (b) Allottee/s' non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

16. **MISCELLANEOUS**

16.1 The Allottee/s confirm/s, understand/s and agree/s that the information, details, images, sketches and elevation contained in the leaflets/ brochures, or any other

Developer	Allottee/s

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printed material are only indicative and artistic imagination and may not be exact or accurate, and the same does not form either the basis or part of the offer or contract.

16.2 Notwithstanding anything contained herein, it is agreed between the Parties hereto:

(i) that the Developer shall have irrevocable and unfettered right and be entitled, at any time hereafter, to mortgage, create charge and other encumbrances and in respect of their rights in respect of the said Property and/or the said Building / New Buildings and all premises/flats therein and also the buildings to be constructed hereafter and its right, title and interest therein subject to the rights and interest of the Allottee/s who has agreed to purchase the said Premises under this Agreement;

(ii) that the sample 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 sample flat, 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 flat, other than as expressly agreed by the Developer under this Agreement.

16.3 The Allottee/s hereby expressly agrees and covenant with the Developer that in the event the said Building or any part thereof being constructed on the said Property are not ready for use and occupation and in the event of the Developer offering license to enter upon the said Premises for fit-outs to the Allottee/s at the requests of the Allottee/s or handing over possession of the said Premises earlier than completion of the entire said Building then in that event the Allottee/s shall not have any objection to the Developer completing the construction of the balance building or additional floors on the said Building or additional structure on the said Property without any interference or objection by the Allottee/s in any manner whatsoever.

16.4 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. 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

Developer	Allottee/s

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.

16.5 The Allottee/s hereby declares that he / she / they has / have gone through this Agreement and all the documents, plans, approvals, permissions etc. related to the said Property and the said Premises and has / have expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied has/have entered into this Agreement and further agrees not to raise any objection in regard to the same.

16.6 The Allottee/s confirms that the Allottee/s has/have visited and has/have physically seen the said Property and is satisfied with the same and is not entering into this Agreement on the basis of any advertisement or brochure or oral representation concerning the said Building or the said Premises.

17. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee/s by the Developer does not create a binding obligation on the part of the Developer or the Allottee/s until, firstly, the Allottee/s makes payment of the requisite stamp duty thereon and thereafter signs and delivers this Agreement with all the schedules along with the payments due as stipulated in clause 4.2 within 30 (thirty) days from the date of receipt by the Developer and secondly, appears for registration of the same before the concerned office of the Sub-Registrar of Assurances as and when intimated by the Developer. If the Allottee/s fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

18. **ENTIRE AGREEMENT:**

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

Developer	Allottee/s

correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Premises including:

- (i) All agreements, arrangements, understanding, negotiations, commitments, writings allotment, letters, brochures and/or other documents entered into, executed and/or provided between the Allottee/s and the Developer prior to the date of execution of this Agreement;
- (ii) All the representation, warranties, commitments, etc. made by the Developer in any documents, brochure, hoarding, etc. and /or through on any other medium;

The Developer shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Developer under this Agreement.

19. **RIGHT TO AMEND:**

This Agreement will not be amended, altered or modified except by a written instrument signed by both the parties;

20. **SEVERABILITY:**

If any of the provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to the RERA or the Rules and Regulation made thereunder or the applicable law, as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable;

21. **METHOD OF CALCULATION OF PROPORTIONATE SHARE:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee/s in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the flats in the Project.

22. **FURTHER ASSURANCES:**

Developer	Allottee/s

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

23. **NOTICES:**

That all notices to be served on the Allottee/s and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Developer by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee/s:

Address:

Notified Email ID:

Developer's name and address

Name:

Address:

Notified Email ID:

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.

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.

Developer	Allottee/s

24. **JOINT ALLOTTEES:**

If there is more than one Allottee named in this Agreement, all obligations hereunder of such Allottee/s shall be joint and several and all communications shall be sent by the Developer to the Allottee/s whose name appear first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.

25. **STAMP DUTY AND REGISTRATION:**

The stamp duty charges shall be borne and paid by the Allottee/s and the registration charges of and incidental to this Agreement shall be borne and paid by the Allottee/s. The Allottee/s shall at his, her, their, cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Developer shall attend such office and admit the execution thereof.

26. **NO WAIVER:**

Any failure to exercise or delay tolerated or indulgence shown by the Developer in exercising or enforcing the terms of this Agreement or any forbearance or giving of time by the Developer to the Allottee/s shall not constitute / be construed as a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy;

27. **DISPUTE RESOLUTION:**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the concerned authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

28. **GOVERNING LAW:**

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

29. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously

Developer	Allottee/s

with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at_____.

30. This Agreement shall always be subject to the provisions of RERA and the same shall be read together with Maharashtra Ownership of Flats Act, 1963 and the respective rules made thereunder.

31. The PAN of the Parties are:

Developer :

Allottee/s :

FIRST SCHEDULE HEREINABOVE REFERRED TO:

A) (Description of the said Property)

All that piece and parcel of land , admeasuring 692.59 sq. mtrs bearing Plot No.7,Final Plot No. 33 of TPS- III Mahim Division, corresponding Cadastral Survey No.1960 of Mahim, lying, being and situated at 7E/7F, Bal Govindas Road, Dadar West, Mumbai- 400028 together with Buildings constructed and standing thereon commonly known as “Echhpal Building/s” also known as Durgaprasad Building/s – E (consisting of Ground + 3 upper Floors) and Durgaprasad Building/s – F (consisting of Ground + 2 upper floors) together with certain additional structures and bounded as follows:-

On or towards the North : 50 Feet Road,off Bai Govindas Road end

On or towards the South: Property bearing C.S No. 426 of Mahim

On or towards the East: Plot No.8 & 8A

On or towards the West: 30 feet means of access.

B) (Description of the said Flat)

Flat being Apartment / Flat No.____admeasuring ____square meters RERA carpet area equivalent to ____ sq. ft. RERA Carpet Area on ____floor along with ____ car parking space bearing no. _____ admeasuring _____ m (length) x _____ m (breadth) x _____m (height/vertical clearance) situated on stilt/basement/tower/podium/mechanized

Developer	Allottee/s

car parking arrangement constructed in the New Building known as _____ to be constructed on all that piece and parcel of land bearing Plot No. _____, admeasuring _____ sq.mtrs as per PR Card situate, lying and being at _____ in the Registration District of Mumbai Suburban.

SECOND SCHEDULE HEREINABOVE REFERRED TO:
(Details of the common area and Facilities)

The common areas and facilities appurtenant to the premises are described below: -

A) Description of the Common areas provided:

	Type of Common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
1.	Entrance Lobby	31/12/2027	31/12/2027	59.86 SQ.MTR
2.	Servant toilet	31/12/2027	31/12/2027	2.13 SQ.MTR
3.	3no's of Podiums	31/12/2027	31/12/2027	957.53 SQ.MTR
4	Fitness center	31/12/2027	31/12/2027	89.81 SQ.MTR
5	Water supply	31/12/2027	31/12/2027	-
6	Sewerage (chamber, lines, septic tank, STP)	31/12/2027	31/12/2027	-
7	Strom water drains	31/12/2027	31/12/2027	-
8	Water conservation / Rain Water harvesting	31/12/2027	31/12/2027	-
9	Fire protection and fire safety requirements	31/12/2027	31/12/2027	-
10	Electrical meter room, sub – station, receiving station	31/12/2027	31/12/2027	-

B) Facilities /Amenities provided to be provided within the building including in the common area of the building

Type of facilities/amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the	Size/area of the facilities / amenities	FSI Utilized or free of FSI

Developer	Allottee/s

				Society/common organization		
1.	Fitness center	-	31/12/2027	31/12/2027	89.81 SQ.MTR	EXCESS AREA (FSI Utilized = 12.46 SQ.MTR)
2	Society office	-	31/12/2027	31/12/2027	19.65 SQ.MTR	Free of FSI
3	Meter Room	-	31/12/2027	31/12/2027	3.50 x 2.55	Free of FSI
4	Watchmen's cabin	-	31/12/2027	31/12/2027	3.00 SQ.MTR	Free of FSI

C) Details and specifications of the lifts:

	Type Lift (passenger/service/str etcher/goods/fire evacuation/any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
1	Passenger lift	2	13 Passenger / 1000 kg	1.5m/s
2	Fire lift	1	13 Passenger / 1000 kg	1.5m/s
3	Car lift	2	---	---

SIGNED AND DELIVERED by the)
Within named “**Developer**”)
HRUB Developer LLP)
through its Partners)
(a) Mr. Hitesh Avhad and)
(b) Mr. Bastiram Avhad)

In the presence of...

- 1.
- 2.

Developer	Allottee/s

SIGNED AND DELIVERED by the)
Within named “**Purchaser/Allottee**”)
)

)

In presence of...

- 1. Ashish Mishra
- 2. Satish Chopra

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Developer	Allottee/s

LIST OF ANNEXURES

Annexure A	Copy of Property Register Card in respect of the said Property
Annexure B	Copy of Sanctioned Plans
Annexure C	Copy of RERA Certificate
Annexure D	Copy of IOD
Annexure E	Copy of CC
Annexure F	Copy of Title Certificate
Annexure G	Plans of the said Flat
Annexure H	List of Fixtures and fittings

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Developer	Allottee/s