

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and entered into at Mumbai, this \_\_\_\_ day of \_\_\_\_\_, 2023, **BETWEEN M/S. JIRAJ DEVELOPER LLP**, a registered LLP firm, having their registered office at Shop No.8, Ground Floor, Salooni Apartment, T.P.S. 56<sup>th</sup> Road, Borivali (West), Mumbai – 400 092, through its authorised Partner Prashant K Doshi hereinafter called "**THE PROMOTER/DEVELOPER**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, the partner/s of the said firm of M/s. Jiraj Developer LLP, PAN NO: AAJFJ1855D their respective heirs, executors, administrators and permitted assigns) of the **ONE PART**

AND

(1) **MR. Omprakash Kishanlal Jain**, aged about 47 years, having his/her/their address at F-15/16 Hazaribagh CHS, Station Road, Near Jain Temple, Vikroli West, Mumbai 400083. hereinafter called "**THE ALLOTTEE/S**" Pan No:- **AABPD2800J** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and incase of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the coparcenery and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and the heirs, executors and administrators of the last surviving Trustee and his or her assigns and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**.

**WHEREAS:-**

- 1)** By a Deed of Conveyance dated 25<sup>th</sup> January, 1985 executed between (1) Homi Sheriar Irani, (2) Merwana Irani, being the Vendors therein referred to of the First Part and the Hill View Co-operative Hsg Society Ltd, being the Purchaser therein referred to of the Other Part, the said Homi Sheriar Irani and Merwana Irani sold, transferred and conveyed and the Hill View Co-operative Society Ltd., purchased from said Homi Sheriar Irani and Merwana Irani, the said property described in the **First** Schedule hereunder written and delineated on the plan being **Annexure I** hereto annexed and thereon shown surrounded by red colour boundary line, (hereinafter for the sake of brevity to be referred to as the "**said property**") for the consideration and upon the terms and conditions and in the manner mentioned in the said Deed of Conveyance dated 25<sup>th</sup> January, 1985.
- 2)** The said Deed of Conveyance dated 25<sup>th</sup> January, 1985 was duly registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BOM/S/1643/1/18 of 1985 on 25<sup>th</sup> January, 1985.
- 3)** Upon the execution of the said registered Deed of Conveyance dated 25<sup>th</sup> January, 1985, the Society obtained the Index-II in respect of the said registered Deed of Conveyance dated 25<sup>th</sup> January, 1985 and got their name mutated in the relevant property card, relating to the said property described in the schedule hereunder written.
- 4)** The said property of the society consisted of a building comprising of ground plus three upper floors having two wings and 32 residential flats. The said building was more than 45 years old and the building structure of the society was not in a sound condition and the same was incapable of being repaired and hence the existing building of the society was required to be demolished and redeveloped by constructing a new building on the said property.
- 5)** Under the provisions of Development Control Regulations in force, it is possible to avail the benefit of Transfer of Development rights (TDR) on the said property and to utilize the same in addition to the available FSI in respect of the said property.

- 6)** The society in its Annual General Body Meeting dated 16<sup>th</sup> June, 2003, unanimously resolved to undertake the redevelopment of the said property of the society by using the FSI and TDR components and entrusting the development rights to any reputed Builders/ Developer.
- 7)** The Society accordingly invited tenders from reputed Builders/Developers and finally decided to entrust the development rights in respect of the Society's property to one M/s Jasmina Constructions.
- 8)** The said Society thereafter entered into a Memorandum of Understanding with the said M/s. Jasmina Construction for the purpose of re-development of the property belonging to the Society and more particularly described in the Schedule hereunder written. However, the said Memorandum of Understanding was never registered, but the said Society executed a Registered General Power of Attorney dated 14<sup>th</sup> December, 2011 in favour of Mr. Arun P. Upadhyay in his capacity as the partner of M/s. Jasmina Constructions to do all such acts, deeds, matters and things as more particularly mentioned in the said Registered General Power of Attorney dated 14<sup>th</sup> December, 2011. The said General Power of Attorney was duly registered with the Sub-Registrar of Assurances at Andheri bearing Registration No.BDR-9/10993/2011 dated 19<sup>th</sup> December, 2011.
- 9)** The said M/s. Jasmina Constructions fulfilled certain obligations under the said Unregistered Memorandum of Understanding dated 25<sup>th</sup> March, 2012 by utilizing the Registered General Power of Attorney dated 19<sup>th</sup> December, 2011 and obtained certain permissions as well as IOD bearing No.EEB/CE/8851/WS/AK/BS/A dated 27<sup>th</sup> of September, 2006.
- 10)** However, the said M/s. Jasmina Constructions abandoned the re-development project and expressed their desire to terminate the said Memorandum of Understanding and the Registered General Power of Attorney executed by the said Hill View Co-operative Housing Society Ltd. in favour of Mr. Arun P. Upadhyay as a partner of M/s. Jasmina Construction.

**11)** Thereafter the said society was looking for a Developer/Builder to complete the redevelopment work of their society property and one M/s Jiraj Developer approached the society and expressed their willingness to complete the redevelopment work of the said property and gave the society their proposal for the redevelopment of the property of the society.

**12)** Negotiations and discussions accordingly took place by and between the members of the society and the said M/s Jiraj Developer and the society by its resolution dated 14-11-2012 unanimously agreed to entrust the entire development rights, applicable now and anytime in the future, in respect of the said property to M/s Jiraj Developer.

**13)** By a Deed of Cancellation dated 9<sup>th</sup> April, 2013, executed by and between the Hill View Co-operative Housing Society Ltd., being the society therein referred to of the First Part and M/s. Jasmina Construction being the Developers therein referred to of the Other Part, the said Society cancelled and revoked the said Registered General Power of Attorney dated 19<sup>th</sup> December, 2011, executed by the Society in favour of Mr. Arun P. Upadhyay as a partner of M/s. Jasmina Construction.

**14)** The said Deed of Cancellation is duly registered with the Sub-Registrar of Assurances at Andheri bearing Registration No.BDR-1-3807-2013 dated 10<sup>th</sup> April, 2013.

**15)** By an Agreement for Redevelopment dated 9<sup>th</sup> April, 2013 executed by and between Hill View Co-operative Society Ltd., being the Society therein referred to of the First Part and M/s JIRAJ DEVELOPER being the Developers therein referred to of the Second Part and M/s Jasmina Constructions being the Confirming Party therein referred to of the Third Part, the Society entrusted the development rights in respect of the said property more particularly described in the schedule hereunder written to M/s JIRAJ DEVELOPER for the consideration and upon the terms and conditions mentioned in the said Redevelopment Agreement dated 9<sup>th</sup> April, 2013.

**16)** The said redevelopment Agreement dated 9<sup>th</sup> April, 2013 was duly registered with the sub-registrar of assurances at Andheri under serial no BDR-1-3808-2013 dated 10-04-2013.

**17)** Simultaneously upon the execution of the said Redevelopment Agreement dated 9<sup>th</sup> April, 2013, the society also executed a Irrevocable General Power of Attorney dated 9<sup>th</sup> April, 2013 in favour of the partners of M/s Jiraj Developer to do all such acts, deeds and things for the redevelopment of the society's property more particularly described in the said Power of Attorney dated 9<sup>th</sup> April, 2013.

**18)** The said Power of Attorney is duly registered with the Sub – Registrar of Assurances at Andheri under Registration No. BDR No.1/3910-2013 on 15<sup>th</sup> April, 2013.

**19)** Upon execution of the said Registered Development Agreement dated 9<sup>th</sup> April, 2013, and the Registered Power of Attorney dated 9<sup>th</sup> April, 2013, the Promoter/Developer prepared and submitted the plan for the development of the said property to the authorities of Mumbai Municipal Corporation and got the plans sanctioned and obtain a revised and renewed IOD bearing No. CHE/WS/0786k/337 (NEW) dated 6<sup>th</sup> May, 2013 and the Promoter/Developer also obtained the Commencement Certificate bearing No. CHE/ COS/ 0786K/ 337(New) dated 6<sup>th</sup> May, 2013 and further extended on 21-10-2014. Hereto annexed and marked **Annexure II** and **III** respectively are the copies of the IOD dated 6<sup>th</sup> May, 2013 and C.C. dated 6<sup>th</sup> May, 2013.

**20)** The Developers have also obtained Property Cards in respect of the property belonging to the society bearing CTS Survey No. 242. The copies whereof are hereto annexed and marked as **Annexure IV**.

**21)** Mr. Mandar V. Koparkar, the Advocate for the Promoter/Developers by his Certificate dated 17th April, 2013 has certified the title of the Hill View Society CHS Ltd and also the right of the Promoter/Developer to develop the said property described in the Schedule hereunder written as clear, marketable and free from all encumbrances and reasonable doubts. Hereto annexed and marked **Annexure -V** is the copy of the said Certificate dated 17th April, 2013.

**22)** The Promoter/Developer has engaged the services of Hiren Tanna, Architect and Project Consultants, who has prepared and submitted the plans for the development of the said property for construction of the proposed building having two wings of viz. A-wing having stilt plus 10 upper floors (tentative) and B-wing comprising of ground plus 7 upper floors (tentative) to be named as "**HILL VIEW**".

**23)** The Promoter/Developer have also engaged the services of M/s Hiren Talna the R.C.C. Consultants for preparation of R.C.C. Drawings and other allied work relating to the R.C.C. stability and other stability of the said proposed building and the Promoter/Developer have accepted the service of the said Architect and the R.C.C. Consultants for supervision of the construction work of the said building and have entered into necessary Agreements with the said Architects and the R.C.C. Consultants.

**24)** The development of the said project known as '**Hill View**' *inter alia* consisting of Wing A, and Wing B, are presently being developed and proposed as a "real estate project" by the Promoter/Developer and is registered as a 'real estate project' ("**the Real Estate Project**") with the Maharashtra Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**") and the other Rules, Regulations, Circulars and Rulings issued there under from time to time. The Authority has duly issued the Certificate of Registration No. P51800007100 dated 17<sup>th</sup> August, 2017 for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **Annexure "VIII"** hereto.

**25)** The Allottee/s has/have demanded inspection/information from the Promoter/Developer and the Promoter/Developer has granted inspection of the following documents and information to the Allottee/s and/or the Allottee/s' Advocates/consultants:

- (i) All title documents by which the Promoter/Developer has acquired right, title and interest to develop the said Property;
- (ii) All the approvals and sanctions of all relevant authorities for the development of the said Property, Real Estate Project, layout plans, building plans, Floor Plan, IODs, CCs, Traffic NOC, Environmental Clearance NOC etc. and such other documents as required under Section 11 of RERA;
- (iii) All the documents mentioned in the Recitals hereinabove;
- (iv) Title Certificate;
- (v) Authenticated copies of the Property Register Cards for CTS Survey No. 242 of Village Andheri, Taluka Andheri, Mumbai Suburban District i.e. the said Property, which is annexed and marked as **Annexure "IV"** hereto.

**26)** Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said property and Premises mentioned in the second schedule, made enquiries thereon and is/are satisfied with respect to, (i) the title of the Promoter/Developer to develop the Real Estate Project and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoter/Developer's entitlement to develop the Real Estate Project under various provisions of the DCR and applicable law and sell the premises therein. The Allottee/s hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter/Developer to the Said property. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction.

**27)** The Allottee/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has/have caused the RERA Certificate to be examined in detail by his/her/its/their Advocates and Planning and Architectural consultants. The Allottee/s has/have agreed and

consented to the development of the Real Estate Project. The Allottee/s has/have also examined all documents and information uploaded by the Promoter/Developer on the website of the Authority as required by RERA and the RERA Rules and has/have understood the documents and information in all respects.

**28)** The Promoter/Developer has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoter/Developer Developer to allot, sell and transfer the Residential premises on ownership basis being **Flat No. 1201** admeasuring **595.25 Sq. Ft. RERA Carpet Area**, on the **12th Floor** of **Wing 'A'** of the said Building known as **"HILL VIEW"** along with **One Open/Stilt Car Parking, ("said Premises")**, at or for the price/consideration more particularly described in the Second Schedule hereunder written and upon the terms and conditions mentioned in this Agreement.

**29)** Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter/Developer part payment of the Sale Price and agreed for the said Premises to be sold by the Promoter/Developer to the Allottee/s as advance payment and part of the Earnest Money (the payment and receipt whereof the Promoter/Developer both hereby admits and acknowledges).

**30)** Under Section 13 of the RERA, the Promoter/Developer is required to execute a written agreement for sale of the said Premises with the Allottee/s i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

**31)** The Allottee/s hereby declare/s and confirm/s that, he/she/they has/have entered into this Agreement, after reading and having understood the contents of all the hereinbefore recited Agreements, Deeds, documents, writings and papers and all disclosures made by the Promoter/Developer to the Allottee/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed, or which may hereafter be imposed, by the Brihan Mumbai Mahanagar Palika and all other concerned Government bodies and/or



authorities and also subject to the Promoter/Developer's/ Developer's right to make the necessary amendments, variations, modifications and/or changes therein and their right to use, utilize, consume and exploit the entire balance and /or additional Floor Space Index, Fungible FSI any other FSI that may become available to the Promoter/Developer (hereinafter referred to as F.S.I.) available on the said property, as also the entire benefit of any other and/or further F.S.I. that may be available to the Promoter/Developer under the Scheme of Transfer of Development Rights (T.D.R.) and/or under any other scheme as may be permissible under any law and/or statute.

(cc)The Promoter/Developer have accordingly agreed to allot, sell and transfer the said Flat/Premises No. 1201-A along-with One Open/Stilt Car Parking as mentioned above to the Allottee/s on the terms and conditions and in the manner hereinafter appearing.

**NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. The Promoter/Developer do hereby agree to allot, sell and transfer and Allottee/s do hereby agree to purchase Residential premises on ownership basis being **Flat No. 1201, admeasuring 595.25 Sq. Ft. RERA Carpet Area** (as shown surrounded in **RED colour** on the typical floor plan being **Annexure "VI"**) on the **12th Floor** of **Wing 'A'** of the said Building known as "**HILL VIEW**" along with One Open/Stilt Car Parking Space, under construction as above hereinafter for brevity's sake referred to as "**said premises**" at a lump sum consideration of **Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lakhs only)** which consideration has been agreed to be paid by the Allottee/s to the Promoter/Developer as mentioned below:-

**FOR WING-A (GROUND PLUS 13 FLOORS) :**

(a) Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being the 10% of the purchase price, on or before execution of this agreement by way of earnest money.

- (b)** Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being the 30% of the balance purchase price, on or before completion of plinth and underground water tank of the said building.
- (c)** Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being the 10% of the balance purchase price to be paid by the Purchasers to the Promoter/Developers/ Developers to be paid on or before completion of the Second Slab;
- (d)** Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being the 10% of the balance purchase price to be paid by the Purchasers to the Promoter/Developers/ Developers on completion of 4<sup>th</sup> slab of the said building;
- (e)** Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being the 10% of the balance purchase price to be paid by the Purchasers to the Promoter/Developers/ Developers on completion of 6<sup>th</sup> slab of the said building;
- (f)** Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being the 10% of the balance purchase price to be paid by the Purchasers to the Promoter/Developers/ Developers on completion of 8<sup>th</sup> slab of the said building;
- (g)** Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being the 10% of the balance purchase price to be paid by the Purchasers to the Promoter/Developers/ Developers on completion of top floor slab of the said building;
- (h)** Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being the 5% of the balance purchase price to be paid by the Purchasers to the Promoter/Developers/ Developers to the Promoter/Developer on or before completion of brickwork and internal and external plastering work and all internal amenities.
- (i)** Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being the balance 5% of the purchase price to be paid by the Purchasers to the Promoter/Developers/Developers, on or before the handing over the vacant and peaceful possession of the flat premises.

**FOR WING-B (GROUND PLUS 7 UPPER FLOORS)**

**(a)** Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being the 10% of the purchase price, on or before execution of this agreement by way of earnest money.

**(b)** Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being the 30% of the balance purchase price, on or before completion of plinth and underground water tank of the said building.

**(c)** Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being the 10% of the balance purchase price to be paid by the Purchasers to the Promoter/Developers/ Developers to be paid on or before completion of the Second Slab;

**(d)** Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being the 15% of the balance purchase price to be paid by the Purchasers to the Promoter/Developers/ Developers on completion of 4<sup>th</sup> slab of the said building;

**(e)** Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being the 15% of the balance purchase price to be paid by the Purchasers to the Promoter/Developers/ Developers on completion of 6<sup>th</sup> slab of the said building;

**(f)** Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being the 10% of the balance purchase price to be paid by the Purchasers to the Promoter/Developers/ Developers on completion of 7<sup>th</sup> slab of the said building;

**(g)** Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being the 5% of the balance purchase price to be paid by the Purchasers to the Promoter/Developers/ Developers to the Promoter/Developer on or before completion of brickwork and internal and external plastering work and all internal amenities.

**(h)** Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being the balance 5% of the purchase price to be paid by the Purchasers to the Promoter/Developers/Developers, on or before the handing over the vacant and peaceful possession of the flat premises.

**2.** In addition to the Consideration/Sale Price, the Allottee/s shall also bear and pay the taxes (consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter/Developer shall not be liable to bear or pay the same or any part thereof.

**3.** The Allottee/s (not applicable to NRI Allottee/s) hereby undertakes to deduct TDS @1%/@0.75% (or any other rates as applicable from time to time) of the total consideration amount as mentioned above in respect of the said Flat/Unit no 1201 in wing A of the building Hill View under the provisions of Section 194-IA of the Indian Income Tax Act, 1961 and shall issue a valid TDS Certificate to the Developer within 15 days of the payment of the said deduction or before the 22<sup>nd</sup> of the month in which the said TDS has been paid and shall immediately upon the said deduction of TDS issue a valid TDS Certificate to the Developer and shall keep the Developer indemnified in respect of the said TDS liability in respect of the purchase price of the said Flat No. 1201 in wing A. The Purchaser further agrees that until and unless the said TDS amount of 1% / 0.75% of the purchase price is paid by the Purchaser herein to the government and until a valid TDS certificate is issued by the Purchaser to the Developer herein, the Developer shall be entitled to not give the possession of the said Flat to the Purchaser as mentioned herein.

**4.** The Promoter/Developer shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Real Estate Project is complete and the Occupation Certificate is granted by the M.C.G.M., by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Price payable on the basis of the carpet area of the said premises shall be recalculated upon confirmation by the Promoter/Developer. If there is any reduction in the carpet area within the defined limit of 3%, then, the Promoter/Developer shall refund the excess money paid by the Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s, the Promoter/Developer shall demand additional amount from the Allottee/s towards the Sale Price, which shall be payable by the Allottee/s prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/Developer/Allottee/s, as the case may be, under this Clause, shall be made at the same rate per square feet as agreed in the payment schedule mentioned above.

**5. DISCLOSURES TO THE ALLOTTEE/S & RIGHTS AND ENTITLEMENTS OF THE PROMOTER/DEVELOPER:**

**1.** The Allottee/s agree(s), declare(s) and confirm(s) that:-

**(a) Title:**

The Allottee/s has/have satisfied himself/herself/itself/themselves about the title of the Promoter/Developer to the said Property and the entitlement of the Promoter/Developer to develop the said Property. The Allottee/s shall not be entitled to further investigate the title of the Promoter/Developer and no requisition or objection shall be raised on any matter relating thereto.

**(b) Approvals:**

**(i)** The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the approvals and

permissions issued in respect of the development of the Real Estate Project and the said Property.

**(ii)** The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the drawings, plans and specifications in respect of the said Tower, the Real Estate Project, the layout thereof, the layout of the Whole Project, IOD, CC, building plans, floor plans, designs and specifications.

**(iii)** The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the internal fixtures and fittings to be provided in the said Premises, as listed in the **Annexure VII** hereunder written.

**(iv)** The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the designs and materials for construction of the Real Estate Project on the Said property.

**(v)** At present, the Promoter/Developer estimates that the full and maximal development potential of the said Property may permit utilisation of the Full Development Potential on the said Property. The aforesaid development potential may increase during the course of development of the said Property and the Promoter/Developer shall be entitled to all such increments and accretions as mentioned in this Agreement.

**(vi)** The Allottee/s has/have carried out his/her/it's/their independent due diligence and search in respect of the development of the said Real Estate Project and the Project being undertaken by the Promoter/Developer and pursuant thereto, find no inconsistency in the development/construction of the said Real Estate Project, the said Property, and also in compliance of applicable laws including but not limited to the DCR.

**RIGHTS AND ENTITLEMENTS OF THE PROMOTER/DEVELOPER & NATURE OF DEVELOPMENT OF THE SAID PROPERTY:**

The Allottee/s agree(s), accept(s) and confirm(s) that the

Promoter/Developer is entitled to the rights and entitlements in this Agreement hereinabove:-

**1.** The said Property and Real Estate Project is being developed in a phase-wise manner by constructing and developing multiple buildings /towers/wings/structures thereon including the Real Estate Project for residential user/s as may be permissible, in the manner more particularly detailed hereinabove. The Promoter/Developer shall be entitled to develop the said Property as the Promoter/Developer deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter/Developer in this regard.

**2.** The Promoter/Developer shall be exclusively entitled to utilize, exploit and consume the entire inherent development potential of the said Property and/or Adjoining Properties (including by way of FSI and Transfer of Development Rights ("**TDR**") nomenclatured in any manner including additional/ incentive/special/ premium/fungible/ compensatory FSI), as well as any further/future development potential capable of being utilized on the said Property or any part thereof and Adjoining Properties or any part thereof (including FSI/TDR nomenclatured in any manner and purchased TDR), whether balance or increased, at present or in future, and as may arise due to any reason including change in applicable law or policy. Such development potential shall vest with the Promoter/Developer and has been reserved by the Promoter/Developer unto itself, and may be utilized by the Promoter/Developer as the Promoter/Developer deems fit.

**3.** The Promoter/Developer has commenced the process of obtaining the necessary approvals for construction and development in accordance with the provisions of Regulation 33(24)/33(5) of the DCR and applicable law.

**4.** The Promoter/Developer shall be entitled to utilize and exploit the incentive/additional FSI sanctioned by the MCGM in lieu of development in the manner the Promoter/Developer may in its sole discretion deem

fit. The Promoter/Developer shall amend the sanctioned plans from time to time for the construction and development.

**5.** The construction and development of the Real Estate Project being a phase of the Project is presently sanctioned in the manner stated *inter-alia* in the IOD and CC and the layout for the Real Estate Project as mentioned and as disclosed at **Annexure "I"** hereto and as part of the Proposed Future and Further Development of the said Property, the IOD, CC, layout for the Real Estate Project and other plans and approvals shall be amended, modified, revised, varied, changed from time to time to utilize the Full Development Potential of the said property. The Allottee/s agree(s), accept(s) and confirm(s) that the fundamental entitlement of the Promoter/Developer to utilise, exploit and consume the Full Development Potential would require the Promoter/Developer to amend, modify, vary, alter, change, substitute and rescind the plans in respect of the said property or any part thereof (including layout plans, building plans, floor plans) and undertake such modified/altered/new construction and development in accordance therewith. Consequently and after negotiations and discussions between the Allottee/s and the Promoter/Developer, the Allottee/s agree(s), accept(s) and confirm(s) that in the course of development of the said property as disclosed at **Annexure "I"** hereto and until completion of the development thereof in the manner stated in this Agreement, the Promoter/Developer shall be entitled to do the following as it may in its sole discretion deem fit, subject however to the said Premises not being adversely affected:-

- (a)** Develop the said Property and Real Estate Project and construct the building(s) thereon including the Real Estate Project and applicable Amenities;
- (b)** Apply for and obtain approvals and permissions in phases, including amendments to existing approvals and permissions and part occupation certificates;
- (c)** Amend, modify, vary, alter, change, substitute, rescind, re-design and re-locate the existing layout plans, building plans, floor plans



(including increase/decrease of floor levels) (including the IOD and CC), design, elevation for the purpose of exploiting and consuming the full and maximal development potential of the said Property and Real Estate Project (both inherent and further/future) at present and in future;

- (d)** To apply for and obtain amended/substituted/revised/modified layout plans, building plans and floor plans sanctioning construction of said property up-to such floors as may be permissible whilst exploiting the full and maximal development potential of the said Property and Real Estate Project as stated in this Agreement;
- (e)** Make amendments, modifications, variations, alterations, changes, deletions and revisions with respect to the development of the said Property and Real Estate Project;
- (f)** To construct, develop and raise buildings, structures, towers and wings on the said Property and Real Estate Project, with and without common podium levels and other common levels;
- (g)** To construct, develop and raise additional levels, floors and storeys in buildings, structures, towers and wings on the said Property and Real Estate Project and the Allottee/s shall not have any claim(s) against the Promoter/Developer in this regard;
- (h)** To construct in, over or around or above the terrace of the building/wings any additional area or facility, as may be permitted under applicable law, including the rules of the MCGM and/or any other authority;
- (i)** Construct site offices/sales lounge on the said Property and Real Estate Project (or part thereof) and to access the same at any time;
- (j)** To (by itself or through its workmen, staff, employees, representatives and agents) enter into and upon the said Property and Real Estate Project and any construction thereon including to view and examine the condition and state thereof;
- (k)** To use the common areas, facilities and amenities, internal

access roads and all facilities, amenities and services in the layout of the said Property and Real Estate Project;

- (l)** To market, sell, transfer, mortgage, alienate and dispose of or grant rights with respect to the units/premises/spaces/areas in/on the said Property and all its right title and interest therein; provided however that for any mortgage of the said Premises by the Promoter/Developer, prior consent of the Allottee/s will be required;
- (m)** To allot and grant car parking spaces in/on the said property to allottee/s of units/premises in/on the said Property and Real Estate Project;
- (n)** To grant or offer upon or in respect of the said Property and Real Estate Project or any part thereof, to any third party including allottee/s therein, all such rights, benefits, privileges, easements including right of way, right to draw water, right to draw from or connect to all drains, sewers, installations and/or services in the said Property and Real Estate Project.

**6.** The Promoter/Developer shall also be entitled to/required to club/amalgamate the development of the said Property (or part thereof) with the Adjoining Properties. For this purpose, the Promoter/Developer shall be entitled to/required to undertake the following as it may in its sole discretion deem fit:-

**(a)** Amalgamate schemes of development, land plates, lands, land composition and land mix, Float FSI/TDR from the said property onto the Adjoining Properties and from the Adjoining Properties onto the said Property and undertake consequent construction, development, sale, marketing and alienation.

**(b)** Provide common access and entry and exit points to the Said property (or part thereof) and the Adjoining Properties, which may be used in common by the occupants of units/premises constructed on the Said property (or part thereof) and the Adjoining Properties.

The Promoter/Developer reserves it right(s) to amalgamate the

Adjoining Properties with the said Property and all references in this Agreement to the Said property shall be construed as references to such amalgamated property unless the context otherwise requires.

**7.** In the event any flats/premises/spaces/areas in the Real Estate Project are unsold/unallotted/unassigned on handover to Society, the Promoter/Developer shall continue to be entitled to such unsold areas and to undertake marketing etc. in respect of such unsold areas. After the receipt of the Occupation Certificate, the Promoter/Developer shall not be required to pay any sum in respect of each unsold premises towards the outgoings, maintenance and other charges by whatever name called and shall not be liable or required to bear and/or pay any other amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold areas in the Real Estate Project or elsewhere, save and except the municipal taxes at actual (levied on the unsold premises).

**8.** The Promoter/Developer and their surveyors and agents and assigns with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project. The Allottee/s is/are aware that the main water/drainage pipes of the Real Estate Project may pass through certain areas within the said Premises. The Allottee/s agree(s) that he/she/it/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes.

**6. RIGHTS & ENTITLEMENTS OF THE PROMOTER/DEVELOPER BEING ESSENCE OF THE CONTRACT:**

The Allottee/s agree(s) that since the scheme of development of the said Property and Real Estate Project placed before the Allottee/s envisages the development of the Whole Project and the Said property in a phased manner to the Full Development Potential, the Allottee/s has/have, after understanding the nature of the scheme, agreed to the rights and entitlements of the Promoter/Developer and the Proposed Future and Further Development of the Said property, and the retention of these rights by the Promoter/Developer unto itself until completion of development of the Whole Project and the Said property as stated herein and as may be permissible under applicable law and these rights and entitlements shall be the essence of this Agreement. The Allottee/s agree(s), undertake(s) and confirm(s) that he/she/it/they will not obstruct, hinder or interfere with the development of the said Property and Real Estate Project and/or the Adjoining Properties and all infrastructure thereon including common areas facilities and amenities.

**7. PAYMENTS:**

**a.** With respect to any payments to be made by the Allottee/s to the Promoter/Developer in accordance with this Agreement, the Allottee/s agree(s), declare(s) and confirm(s) that:-

**(i)** On a written demand being made by the Promoter/Developer upon the Allottee/s with respect to a payment amount, the Allottee/s shall pay such amount to the Promoter/Developer, within 7 (seven) days of the Promoter/Developer's said written demand, without any delay, demur or default.

**(ii)** The Allottee/s shall make all payments as mentioned in this Agreement to the Promoter/Developer together with relevant taxes through an account payee cheque/demand draft/pay order/wire transfer/RTGS/NEFT drawn in favour of/to the account

of the Promoter/Developer.

**(iii)** In case the Allottee/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged at heading *Loan & Mortgage* below, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter/Developer under this Agreement, in the same manner detailed herein.

**(iv)** The timely payment of all the amounts payable by the Allottee/s under this Agreement (including the Sale Price/Consideration), is the essence of the contract. An intimation forwarded by the Promoter/Developer to the Allottee/s that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter/Developer demonstrating dispatch of such intimation to the address of the Allottee/s including by e-mail, shall be conclusive proof of service of such intimation by the Promoter/Developer upon the Allottee/s, and non- receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

**(v)** In the event of delay and/or default on the part of the Allottee/s in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter/Developer under this Agreement or under applicable law, the Promoter/Developer shall be entitled to adjust against any subsequent amounts received from the Allottee/s, the said unpaid tax, levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

**(vi)** The Promoter/Developer shall have a first and prior charge on the said Premises with respect to any amounts due and payable by the Allottee/s to the Promoter/Developer under this Agreement.

**(vii)** If the Allottee/s fail(s) to make any payments on the stipulated date/s and time/s as required under this Agreement,

then, the Allottee/s shall pay to the Promoter/Developer interest at the Interest Rate (i.e. State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon) in terms of this Agreement, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate in terms of this Agreement.

**(viii)** Without prejudice to the right of the Promoter/Developer to charge interest at the Interest Rate in terms of this Agreement, and any other rights and remedies available to the Promoter/Developer, either (a) on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter/Developer under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee/s committing 3 (three) defaults of payment of installments of the Sale Price, the Promoter/Developer shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s. Provided that, the Promoter/Developer shall give notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s, of its intention to terminate this Agreement with detail(s) of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail(s) to rectify the breach or breaches mentioned by the Promoter/Developer within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter/Developer shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("**Promoter/Developer Termination Notice**"), by Courier / E-mail / Registered Post

A.D. at the address provided by the Allottee/s. On the receipt of the Promoter/Developer Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Clause and without prejudice to the other rights, remedies and contentions of the Promoter/Developer, the Promoter/Developer shall be entitled to forfeit the Earnest Money as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty. Upon registration of the deed of cancellation in respect of the said Premises and upon resale of the said Premises i.e. upon the Promoter/Developer subsequently selling and transferring the said Premises to another allottee and receipt of the sale price thereon, the Promoter/Developer shall after adjusting the Earnest Money, refund to the Allottee/s, the balance amount, if any of the paid-up Sale Price and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter/Developer and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter/Developer and/or the said Premises and the Promoter/Developer shall be entitled to deal with and/or dispose off the said Premises in the manner it deems fit and proper.

**(ix)** Notwithstanding anything to the contrary contained herein, it is agreed that the Promoter/Developer shall have the irrevocable and unconditional right and entitlement to apply and/or appropriate and/or adjust any and all the amounts paid by the Allottee/s to the Promoter/Developer either under or pursuant to this Agreement or otherwise, in such manner and in such order and against such amounts payable by the Allottee/s to the Promoter/Developer under this Agreement including any amount that may be outstanding on account of non-payment of

TDS or non-submission of TDS certificate, as the Promoter/Developer may in its sole discretion deem fit.

**8. Loan & Mortgage:**

**a.** The Allottee/s shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter/Developer. The Promoter/Developer shall be entitled to refuse permission to the Allottee/s for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee/s has/have defaulted in making payment of the Sale Price and/or other amounts payable by the Allottee/s under this Agreement.

**b.** All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee/s. The Promoter/Developer shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

**c.** The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter/Developer in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter/Developer to receive the balance Sale Price and balance other amounts payable by the Allottee under this Agreement, and shall also observe and be compliant with the terms of this Agreement.

**9. CAR PARKING SPACE/S**

**a.** The Promoter/Developer shall provide to the Allottee/s, without charging or levying any price or compensation or consideration or fee of any nature, permission to park the Allottee/s own vehicle and for no other purpose whatsoever, in the car parking space/s. The exact



location and identification of such car parking space/s in the basements/podium/stilt will be finalized by the Developer only upon completion of the Real Estate Project in all respects and the Promoter/Developer handing over the affairs of building to the society.

**b.** The Promoter/Developer has allocated/shall be allocating other car parking spaces to other allottee/s of premises in the Real Estate Project, and the Allottee/s shall not raise any objection in that regard.

## **10. ALLOTTEE/S' RIGHTS AND ENTITLEMENTS**

### **a. Possession of the Premises:**

**(i)** The Promoter/Developer shall endeavour to complete the construction of the said Premises and obtain the Occupation Certificate from the MCGM for the said Premises by the date as more particularly mentioned in RERA Registration Certificate i.e. on 30-12-2023. Provided however, that the Promoter/Developer shall be entitled to extension of time for giving delivery of the said Premises on the Completion Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-

- (a) Any force majeure events;
- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (c) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
- (d) Any other circumstances that may be deemed reasonable by the Authority

**(ii)** If the Promoter/Developer fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee/s on the Completion Date (save and except for the reasons as stated above), then the Allottee/s shall be entitled to either of the following:-

**(a)** call upon the Promoter/Developer by giving a written notice by Courier / E-mail/ Registered Post A.D. at the address provided by the

Promoter/Developer ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**the Interest Rate**") for every month of delay from the Completion Date, on the Sale Price paid by the Allottee/s. The interest shall be paid by the Promoter/Developer to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Promoter/Developer to the Allottee/s; **OR**

(b) the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter/Developer by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter/Developer ("**Allottee Termination Notice**"). On the receipt of the Allottee/s Termination Notice by the Promoter/Developer, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoter/Developer, the Promoter/Developer shall refund to the Allottee/s the amounts already received by the Promoter/Developer under this Agreement with the Interest Rate to be computed from the date the Promoter/Developer received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are repaid. On such repayment of the amounts by the Promoter/Developer (as stated in this clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter/Developer and/or the said Premises and/or car park and the Promoter/Developer shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.

**11.** Within 7 (seven) days of the obtainment of the Occupation Certificate from the MCGM, the Promoter/Developer shall give notice offering possession of the said Premises on a date specified therein to the Allottee/s in writing ("**Possession Notice**"). The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter/Developer and/or the Society, as the case may be. It is clarified that the Promoter/Developer shall be liable to hand-over

possession to the Allottee/s only on receipt of the requisite installments of the Sale Price/Consideration and all other amounts due and payable in terms of this Agreement.

**a.** The Allottee/s shall take possession of the said Premises within 15 (fifteen) days of the date mentioned in the Possession Notice.

**b.** Post receipt of the Possession Notice, the Allottee/s may undertake any fit out activities in the said Premises at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities and in accordance with the Fit-Out Guidelines (which shall be prepared by the Promoter/Developer which will be provided to the Allottee/s at the time of handing over possession of the said Premises) and after depositing such amount as may be specified by the Promoter/Developer as an interest-free deposit to secure compliance with the Fit Out Guidelines and, which will be refunded without interest upon completion of the fit outs in accordance with the Fit-Out Guidelines. The Allottee/s is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the said Real Estate Project and its common areas etc., and/or any neighboring flats/premises in the said Real Estate Project and/or the equipment's installed therein and subject to the debris being completely removed from the said Real Estate Project and the said property.

**c.** Upon receiving the Possession Notice from the Promoter/Developer, the Allottee/s shall take possession of the said Premises from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter/Developer, and the Promoter/Developer shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the Premises within 15 days

above, such Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter/Developer.

**d.** 15 (fifteen) days from the date of receipt of the Occupation Certificate from the MCGM, the Allottee/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and the Said property including *inter-alia*, club house membership fee, development charges, electricity, gas connection, water meter charges, legal charges, society formation charges, share application charges, corpus-fund, local taxes including property taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and the Said property. Until the promoter hands over the affairs to society, the Allottee/s shall pay to the Promoter/Developer such proportionate share of outgoings as may be determined by the Promoter/Developer at its sole discretion. The Allottee/s further agree(s) that till the Allottee/s share is so determined by the Promoter/Developer at its sole discretion, the Allottee/s shall pay to the Promoter/Developer provisional monthly contribution as mentioned below:

- (a)** Rs.6000/- Towards share money, entrance fees and membership and society registration charges and the same are not refundable.
- (b)** Rs.40,000/- Towards the legal charges and expenses of this Agreement and same is not refundable.
- (c)** Rs.50,000/- Towards the electrification and meter deposit and the same is non-refundable.

**(d)** Rs.85,000/- Towards provisional outgoing for Municipal taxes, water bill, common electric bill, etc. and all other society expenses of such organization and/or all outgoings of said building.

**(e)** Rs.70,000/- Towards the development charges and the same is not refundable.

TotalRs.2,51,000/-Rupees Two Lakhs Fifty One Thousand Only )

**e.** It is further clarified and agreed that the Allottee/s shall be liable to bear and pay such monthly contribution/maintenance charges from the date(s) specified in this Agreement irrespective of whether or not the Allottee/s has/have taken possession of the said Premises. For the purposes of this clause, the expression "Promoter/Developer" includes its nominee/s.

**f.** The Allottee/s shall, before delivery of possession of the said Premises in accordance, deposit such amounts as mentioned in the above with the Promoter/Developer. The amounts as more particularly mentioned above are not refundable and can be appropriated by the Promoter/Developer and no accounts or statement will be required to be given by the Promoter/Developer to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter/Developer. The Allottee/s shall make payments of such amounts to the bank account of the Promoter/Developer. The unspent balance, if any, shall be delivered by the Promoter/Developer to the Society, without interest. For the purposes of this clause, the expression "Promoter/Developer" includes its nominee/s.

**g.** If within a period of 5 (five) years from the possession date mentioned in the Possession Notice, the Allottee/s brings to the notice of the Promoter/Developer any structural defect in the said Premises or the Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever

possible such defects shall be rectified by the Promoter/Developer at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter/Developer, compensation for such defect (at actual only) in the manner as provided under the RERA. It is clarified that the Promoter/Developer shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project and the Said property. The Allottee/s is/are aware that the said Real Estate Project is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the said Real Estate Project at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter/Developer's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee/s/the Society/the Other Societies' shall have no claim(s) of whatsoever nature against the Promoter/Developer in this regard.

**h.** The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee/s shall use the car parking space/s only for purpose of parking vehicle and shall not park his/her/their vehicles at any other location on the Said property.

**12.** The Promoter/Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM at the time of sanctioning the said plans or thereafter and shall, before handing over possession

of the said Premises to the Allottee/s, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises.

**13. COVENANTS OF THE ALLOTTEE/S**

The Allottee/s by himself/herself/itself/themselves with intention to bind all persons into whose hands the said Premises and other premises may hereinafter come, hereby covenants with the Promoter/Developer as follows, for the purpose of *inter-alia* ensuring the soundness and safety of the the Real Estate Project and the Said property, for maintaining the value of the said Real Estate Project and the Said property, and for ensuring that any easement in respect of any of the aforesaid remains unaffected:

**(a)** Not to do or suffer to be done anything in or to the Real Estate Project and the Said property, the said Premises, staircase, common areas or any passages which may be against the rules, regulations or bye-laws of the concerned authorities or change/alter or make addition in or to the Real Estate Project and the Said property or to the said Premises itself or any part thereof and to maintain the said Premises (including sewers, drains, pipes) and appurtenances thereto at the Allottees/s' own cost in good repair and condition from the date on which the Allottee/s is/are permitted to use the said Premises and in particular so as to support, shelter and protect other parts of the Real Estate Project and the Said property.

**(b)** Not to raise any objection to the Promoter/Developer completing the construction of the Real Estate Project in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee/s taking possession of the said Premises.

**(c)** Not to store anything in the refuge floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project and the Said property or storing of which goods is objected to by the concerned authority and shall not carry or cause

to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other part of the Real Estate Project and the said property.

**(d)** Not to change the user of the said Premises and to comply with stipulations and conditions laid down by the Promoter/its designated Project Manager or the Society with respect to the use and occupation of the said Premises.

**(e)** Not to demolish or cause to be demolished the said Premises or any part thereof and in particular so as to support, shelter and protect other parts of the Real Estate Project and the Said property.

**(f)** Not to make or cause to make any addition or alteration of whatsoever nature in the said Premises to ensure in particular support, shelter and protection of other parts of the said Tower and the Real Estate Project.

**(g)** Not to make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent.

**(h)** To keep the sewers, drains, pipes in the said Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the Real Estate Project and the Said property.

**(i)** Not to cover or construct any-thing on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.

**(j)** Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Real Estate Project and the Said property and not cover/enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do/cause to be done any hammering for whatsoever use on the external/dead walls of the Real Estate Project and the said property or do any act to affect the FSI/development potential of the said Property.



**(k)** Not to do or permit to be done any renovation/repair within the said Premises. In the event of the Allottee/s carrying out any renovation/repair within the said Premises then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Project and the Said property on account of such renovation/repair and the Promoter/Developer's obligation to rectify any defect(s) or compensate for the same shall immediately cease and the Allottee/s/the Society shall have no claim(s) of whatsoever nature against the Promoter in this regard.

**(l)** To maintain the aesthetics of the Real Estate Project and the Said property and to ensure the quiet and peaceful enjoyment by all the allottee/s/occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the said Premises, the Real Estate Project and the Said property, the Allottee/s agree and covenant as follows:

**(i)** Not to affix any fixtures or grills on the exterior of the said Real Estate Project for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. The Allottee/s may fix grills on the inside of the windows. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertake(s) not to fix any grill having a design other than the standard design approved by the Promoter/Developer. If found that the Allottee/s has/have affixed fixtures or grills on the exterior of his/her/their premises for drying clothes or for any other purpose or that the Allottee/s has/have affixed a grill having a design other than the standard approved design, the Allottee/s shall forthwith become liable to pay a sum of Rs.1,00,000/- (Rupees One Lakh only) to the Promoter/Developer. Out of the said sum of Rs. 1,00,000/- (Rupees One Lakh only), the Allottee/s shall forthwith pay such amount as may be determined by the Promoter/Developer to enable the Promoter/Developer to rectify the same to be in compliance with design approved by the Promoter/Developer and carry out repairs

to the damages that has been caused to the Real Estate Project and the Said property because of the fixtures and/or grills or otherwise, and the Allottee/s shall forthwith hand over the balance amount to the Promoter/Developer. Upon completion of handover of affairs to the Society, the Promoter/Developer shall hand over such balance amount to the Society exclusive of any interest thereon, and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

**(ii)** Not to install a window air-conditioner within or outside the said Premises. If found that the Allottee/s has/have affixed a window air conditioner or the outdoor condensing unit which projects outside the said Premises, the Allottee/s shall forthwith become liable to pay a sum of Rs.1,00,000/- (Rupees One Lakh only). Out of the said sum of Rs.1,00,000/- (Rupees One Lakh only), the Allottee/s shall forthwith pay such amount as may be determined by the Promoter/Developer to enable the Promoter/Developer to rectify the same to be in compliance with design approved by the Promoter/Developer and carry out repairs to the damages that has been caused to the Real Estate Project and the Said property because of the installation of a window air-conditioner or the outdoor condensing unit or otherwise, and the Allottee/s shall forthwith hand over the balance amount to the Promoter. Upon handing over of affairs to the Society, the Promoter/Developer shall hand over such balance amount to the Society exclusive of any interest thereon, and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

**(iii)** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the Larger Property and the Real Estate Project and the Said property. If the Allottee/s or any members

of the Allottees/s' family or any servant or guest of the Allottee/s commit(s) default of this sub-clause then the Allottee/s shall forthwith rectify any damage and default immediately at his / her own cost and shall also become liable to pay a sum of Rs.10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottees/s' family or any servant or guest of the Allottee/s commit(s) default of this sub-clause. Upon handing over of affairs to the Society, the Promoter/Developer shall hand over such balance amount to the Society exclusive of any interest thereon, and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

**(iv)** Not to at any time cause or permit any public or private nuisance or to use the loud speaker etc. in or upon the said Premises, the Real Estate Project and the Said property or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering, hardship or disturbance to the occupants or to the Promoter/Developer. The Allottee/s shall ensure that the Allottee/s's pets and/or domesticated animals, if any, in or upon the said Premises, the Real Estate Project and the Said property or any part thereof shall not enter the restricted areas/no entry zones as may be designated by the Promoter/Developer and/or the society in the Real Estate Project and the Said property and/or pose a health or safety hazard and/or cause nuisance to the other occupiers of the Real Estate Project and the Said property and or the lifts installed in the Real Estate Project and the Said property.

**(v)** Not to discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and/or the Real Estate Project and/or the Said property and/or open spaces nor litter or permit any littering in the common areas in or around the said Premises and/or the Real Estate Project and the said property and at the Allottee/s own cost and expense

to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or the Real Estate Project and the said property and/or open spaces to the requirement and satisfaction of the Promoter/Developer and/or relevant government and statutory authorities.

**(vi)** Not to do either by himself/herself/itself/themselves or through any other person anything which may or is likely to endanger or damage the Real Estate Project and the Said property or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Real Estate Project and the Said property. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Real Estate Project and the Said property.

**(vii)** Not to display/permit to be displayed at any place in/upon the Real Estate Project and the said property or the Larger Property or any part thereof including on any construction thereon, any bills, posters, hoardings, advertisement, name boards, signboards including neon and illuminated, placards, posters, notice, advertisement, name plate, sign, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Tower or common area therein or in any other place or on the window, doors and corridors of the Real Estate Project and the said property.

**(viii)** To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises. The Allottee/s' laborers/contractors shall be responsible for the removal of debris such as marble pieces or any such wastage material etc. from the said Premises on a daily basis. The Allottee/s/labourers/contractors shall at their own cost remove such wastage materials/debris. Such wastage materials shall not be accumulated or placed in the common passages, corridors and basement or in any area within the Real Estate Project and the said property.

The aforesaid amounts shall be payable by the Allottee/s in addition to the cost of rectification for the default committed. In the event the Allottee/s fail(s) to rectify the default within 15 (fifteen) days from committing such default at the Allottee/s own cost, then the Promoter/Developer shall be entitled to send a notice to the Allottee/s intimating the Allottee/s that the Promoter/Developer shall, within a period of 48 (forty-eight) hours from the date thereof, enter the said Premises to rectify such defect. After such 48 (forty-eight) hour period, the Promoter/Developer through its agents, shall have a right to enter upon the said Premises and dismantle at the Allottees/s' cost, such fixtures or grills or air conditioner or the outdoor condensing unit or such other fixture which is/are in contravention of this sub-clause or any other provision of this Agreement.

**(m)** Not to violate and to abide by all rules and regulations framed by the Promoter / its designated Project Manager or by the Society for the purpose of maintenance and up-keep of the Real Estate Project and the said property and in connection with any interior / civil works that the Allottee/s may carry out in the said Premises and to generally comply with building rules, regulations and bye-laws for the time being of the concerned authority and of government and other public bodies.

**(n)** Not to violate and to observe and perform all the rules and regulations which the Promoter/ its designated Project Manager or the Society may have at its inception and the additions or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and the said property and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned authority and of government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Promoter/its designated Project Manager or the Society regarding the occupation and use of the said Premises in the said Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in

accordance with the terms of this Agreement.

**(o)** Not to object or cause any impediment to the right and authority of the Promoter and its workmen, staff, employees, representatives and agents and all other users/allottee/s of premises on the Larger Property to the access, ingress and egress into and upon the Real Estate Project and the Said property without any restriction or interference whatsoever including for the purpose of maintenance repair and upkeep of the electricity, communication and utility lines, cables and meters etc or any other reason, notwithstanding that there shall or may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common access and entry.

**(p)** Not do or permit or suffer to be done anything in or upon the said Premises or any part of the Real Estate Project and the said property which is or may, or which in the opinion of the Promoter/Developer is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighborhood provided always that the Promoter/Developer shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the Real Estate Project and the said property and the Allottee/s shall not hold the Promoter so liable.

**(q)** Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, in or on the common stairways, refuge areas, corridors and passageways in and of the said Real Estate Project.

**(r)** Not to, in any manner, enclose any flower beds/planters/ ledges/ pocket terrace/s/deck areas and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and shall keep the same unenclosed at all time.

**(s)** Not to affix, erect, attach, paint or permit to be affixed, erected,

attached, painted or exhibited in or about any part of the said Real Estate Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee/s in such places only as shall have been previously approved in writing by the Promoter/Developer in accordance with such manner, position and standard design laid down by the Promoter/Developer.

**(t)** Not park at any other place and shall park all cars in the car parking space/s only as may be permitted/allotted by the Promoter.

**(u)** Not to object to the permission granted/to be granted by the Promoter to other flat allottee/s for the use of their respective appurtenant spaces and the car parking spaces.

**(v)** Not to raise any objection and or claims about the unavailability of supply of water from MCGM and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for his/her/their convenience. The Allottee/s acknowledge(s) that the water connection from the MCGM shall be subject to availability and the rules, regulations and bye laws of the MCGM and agree not hold the Promoter/Developer responsible for the same. The Allottee/s is/are aware that alternate arrangements for water supply through tankers will be made for the Allottee/s' convenience. Expenses incurred for the same will be charged in the maintenance bill till the MCGM water connection is received.

**(w)** Not to do any act, deed, matter or thing during the course of fit-out/furnishing the said Premises resulting in leakage/damage to the said Premises or other flats/premises in the Real Estate Project or its common passages, staircases etc. and shall be responsible to make good such leakages, damages (if any caused) entirely at his/her/their costs and expenses.

**(x)** Not to, make any structural/internal masonry/dummy flooring/plumbing changes in any manner whatsoever.

**(y)** Not to obstruct/close the drain out points of the aluminum window tracks while laying the flooring materials, in order to avoid any water seepage and retention in the slab.

**(z)** Shall on completion of the fit-outs of the said Premises, submit to the Promoter/Developer without delay a completion letter stating therein that the fit-outs of the said Premises have been carried out in accordance with the approved plans.

**(aa)** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Larger Property, the Whole Project, the said Tower and the Real Estate Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

**(bb)** If any allottee/s/occupants in the Real Estate Project including the Allottee/s make any internal structural/non-structural changes to any premises in the said Real Estate Project including the said Premises, the Promoter shall stand discharged of all its expressed and implied warranties under this Agreement.

**(cc)** To rectify and make good any breach or default of any of the covenants contained in this Clause, without prejudice to any rights and remedies available to the Promoter/Developer, at its sole cost expense and risk. It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this Clause by the Allottee/s shall be of the essence of this Agreement.

**(dd)** The Allottee/s agree(s), confirm(s) and covenant(s) that the issuance of the Occupation Certificate with respect to the said Tower/the Real Estate Project by the competent authority(ies) shall mean and shall be construed that the Promoter/Developer has carried out the development and construction of the said Real Estate Project in conformity with the sanctioned plans, approvals and permissions issued by the competent authority(ies) and the Allottee/s shall not raise any dispute(s), claim(s) and/or demand(s) with respect to the development and construction of



the said Tower/the Real Estate Project.

**(ee)** Not to demand that a compound wall be constructed around the Real Estate Project.

**(ff)** Not to let, sublet, sale, transfer, convey, assign, mortgage, charge and/or in any way encumber, or deal with or dispose off or part with his/her/their interest, possession or the benefit of this Agreement in the said premises or assign, under let or part with his/her/their interest under or the benefit of this Agreement/s or any part thereof until all the dues payable by him/her/them to the Promoter/Developer under this Agreement are fully paid up and only if the Allottee/s is not guilty of breach of non/observance of any of the terms and conditions of this Agreement and until the Allottee/s obtain prior written consent from the Promoter/Developer and/or Society. In the event of any such permitted transfer or assignment the Allottee/s shall pay to the Promoter/Developer and/or the said Co-operative Society a transfer fee and/or damages, if any, before the Promoter/Developer Society grant any such permission;

**(gg)** To dutifully observe and perform all the bye/laws and/or rules and regulations of the Society;

**(hh)** to time sign all applications, papers and documents and do all acts, deeds, and things as the Promoter/Developer or the Office bearers of the Co-operative Society may require in safe guarding the interest of the Promoter/Developers and/or the Allottee/s in the said building if any car parking space/garage is purchased by the Allottee/s herein the Allottee/s shall only be a nominal member/s

**(ii)** To dutifully pay his/her/their proportionate share in respect of the payment made and/or required to be made by way of betterment charges contribution municipal taxes, property taxes, rates, cess, charges and/or other amounts in respect of the said property without raising any objections;

**(jj)** So long as each premises in the said building is not be separately assessed for taxes and water rates by the Brihanmumbai Mahanagarpalika, the Allottee/s shall pay proportionate share of the

water taxes and other taxes assessed on the whole building by the Brihanmumbai Mahanagarपालिका PROVIDED HOWEVER that if any special taxes and/or rates are demanded by Brihanmumbai Mahanagarपालिका or any other authority by reason of any permitted use, the Allottee/s alone shall bear and pay such special taxes and rates. As from the date of delivery of possession of the premises, the Allottee/s and other Purchasers shall observe and perform all the Rules and Regulations of the Brihanmumbai Mahanagarपालिका and Other statutory bodies and shall indemnify and keep indemnified the Promoter/Developer against any loss or damage;

**(kk)** Reimburse any Deposits/payments refunded to the society and/or Allottee/s or any other authority which were paid by the Promoter/Developer to the MCGM and or any other authority for the re-development and construction of the Real Estate Project and the Said property.

#### **14. EVENTS OF DEFAULT:**

**a.** If one or more of the events or circumstances set out in Clause above ("**Event of Default**") shall have happened, then the Promoter/Developer shall call upon the Allottee/s by way of a written notice ("**Rectification Notice**") to rectify the same within a period of 15 (fifteen) days from the date thereof ("**Cure Period**"). If the Allottee/s fails to rectify such Event of Default within the Cure Period, then the same shall be construed as a default ("**Default**").

**b.** Subject to Clause 14.a. above, the following events shall be construed as a Default:-

**(i)** If the Allottee/s delay(s) or commit(s) default in making payment of any installment or any other amount payable under this Agreement, including taxes, etc. or otherwise, including as set out in this Agreement;

**(ii)** If the Allottee/s fails to take possession of the said Premises;

**(iii)** If the Allottee/s commit(s) breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as

given by him/her/it in this Agreement (*Covenants of the Allottee/s*) above and/or any other writings and/or the terms and conditions of layout, IOD, U.L.C. Permissions, N.O.C. and other sanctions, permissions, undertakings and affidavits etc.;

**(iv)** If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up or dissolved;

**(v)** If the Allottee/s is/are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;

**(vi)** If a Receiver and/or a Liquidator and/or Official Assignee or any person is appointed for the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s;

**(vii)** If any of the assets and/or properties of the Allottee/s is/are attached for any reason whatsoever under any law, rule, regulation, statute etc.;

**(viii)** If any execution or other similar process is issued and/or levied against the Allottee/s and/or any of the Allottee/s' assets and properties;

**(ix)** If the Allottee/s has/have received any notice from the Government of India (either Central, State or Local) or any foreign Government for the Allottee/s's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them; and/or

**(x)** If any of the aforesaid have been suppressed by the Allottee/s.

**15. Consequences of Default:**

**(i)** On the occurrence of a Default, then and in that event, the Promoter shall, without prejudice to any and all other rights and remedies available to it under law, be entitled (but not obliged) to exercise its rights as mentioned in this Agreement.

**16.** It is agreed that all the rights and remedies of the Promoter, including aforesaid rights and remedies of the Promoter, are cumulative and without prejudice to one another.

**17. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S:**

The Allottee/s represent(s) and warrant(s) to the Promoter that:-

- a.** He/she/it/they/is/are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein or enter into this Agreement and/or to undertake the obligations, covenants etc. contained herein;
- b.** He/she/it/they/has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be;
- c.** No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its assets and/or properties;
- d.** 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.;
- e.** No notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them;
- f.** 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;
- g.** He/she/it/they has/have not compounded payment with his/her/their creditors;
- h.** He/she/it/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- i.** He/she/it/they is/are not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the Larger Property and/or anytime thereafter and will

not default in compliance with the terms of this Agreement including making any payments;

**j.** He/she/it has not indulged into any activity or offence relating money laundering; and

**k.** No notice has been received by or proceedings initiated against the Allottee/s under the provisions of the Prevention of Money Laundering Act.

The representations and warranties stated in this Clause are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such representations and warranties.

**18. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOPER:**

The Promoter/Developer hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate:

**a.** The Promoter has requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the Real Estate Project;

**b.** The Promoter/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;

**c.** There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee/s;

**d.** There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee/s;

**e.** All and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with

respect to the Real Estate Project, shall be obtained by following due process of law and the Promoter/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;

**f.** The Promoter/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

**g.** The Promoter/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 said property and the said Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;

**h.** The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;

**i.** The Promoter/Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till possession is offered to the Allottee/s and thereupon shall be proportionately borne by the Society;

**j.** No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Larger Property) has been received or served upon the Promoter/Developer in respect of the said property and/or the Real Estate Project except those disclosed to the Allottee/s.

**19. INDEMNITY:**

The Allottee/s shall indemnify and keep indemnified, saved, defended

and harmless the Promoter/Developer against any or all demands, notices, claims, actions, proceedings, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter/Developer from or due to any breach by the Allottee/s of any of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee/s in complying/performing his/her/their obligations under this Agreement.

**20. CONSTRUCTION OF THIS AGREEMENT:**

In this Agreement where the context admits:

- a.** Any reference to any statute or statutory provision shall include:
  - (i)** all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
  - (ii)** any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced.
- b.** any reference to the singular shall include the plural and vice-versa;
- c.** any references to the masculine, the feminine and/or the neuter shall include each other;
- d.** the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- e.** references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;

**f.** each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

**g.** references to a person (or to a word importing a person) shall be construed so as to include:

**(i)** an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and

**(ii)** that person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

**21. NOTICE:**

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

**Promoter/Developer: Shop No.8, Saloni Apt, T.P.S 56<sup>th</sup> Road , Borivali west Mumbai 400092.**

**Allottee/s: F-15/16 Hazaribagh CHS, Station Road, Near Jain Temple, Vikroli West, Mumbai 400083.**

**b.** It shall be the duty of the Allottee/s and the Promoter/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 Promoter/Developer or



the Allottee/s, as the case may be.

**22. COSTS & EXPENSES:**

The Allottee/s shall bear and pay all the amounts, taxes, charges, levies, duties including stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the Premises and on this Agreement and on the transaction contemplated herein.

**23. ENTIRE AGREEMENT:**

**a.** This Agreement constitutes the entire agreement between the parties hereto and supercedes other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter/Developer, any agent, employee or representative of the Promoter/Developer or any other person. The show flat constructed by the Promoter/Developer and all furniture, items, electronic goods, amenities etc. displayed therein, and any marketing material including sales brochures, models, photographs, videos, illustrations, walk through, etc. provided to the Allottee/s or made available for the Allottees/s' viewing were merely an artists impression and creative imagination and shall not constitute a representation or warranty or declaration by the Promoter/Developer or any of its agents/employees/representatives and the Allottee/s shall not be entitled to make any claim upon the Promoter/Developer with respect to any item/component/facet that is not specifically agreed to be provided by the Promoter/Developer to the Allottee/s under this Agreement. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the said Premises and said car parking space/s between the parties hereto.

**b.** The Allottee/s is/are aware and agree(s) that this Agreement contains all the terms and conditions for allotment of the said Premises

in favour of the Allottee/s.

**c.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Real Estate Project and the Said property or any part thereof.

**24.** It is agreed between the parties hereto that without affecting the right created by the Promoter/Developer in favour of the Allottee/s in respect of the said premises, the Promoter/Developer shall be entitled to sell, transfer, dispose, assign, mortgage, let, and sublet the property and the said building under construction thereof to any person/s for such consideration and upon the terms and conditions as the Promoter/Developer as may deem fit proper and necessary. Simultaneously the Allottee/s do hereby grant his/their/her irrevocable consent to the Promoter/Developer to enable the Promoter/Developer/ Developer to sell, transfer, dispose, assign, mortgage, let, and sublet the sale component of said property and the said Real Estate Project including building under construction standing thereon save and except the said flat/premises agreed to be sold and/or transferred by the Promoter/Developer to the Allottee/s and the Society members.

**25.** The Allottee/s shall alone bear and pay the entire stamp duty, registration charges, fines, penalties, and other costs, charges and expenses in respect of this Agreement. The Allottee/s shall lodge this agreement for registration with the Sub-Registrar of assurances at Mumbai within the time limit prescribed by the Registration Act, 1908. The Promoter/Developers/ Developers shall attend such office and admit execution of this Agreement, after the Allottee/s inform/s them of the number under which this Agreement is lodged for registration.

**26.** Irrespective of disputes, if any arises between the Promoter/Developer and the Allottee/s and/or the said Co-operative Society all amounts, contributions and deposits including amounts payable by the Allottee/s to Promoter/Developer under this Agreement shall always be paid punctually by the Allottee/s to the

Promoter/Developer and shall not be withheld by the Allottee/s for any reason whatsoever.

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

**28.** All the costs, charges and expenses in connection with the admission of the Allottee/s as a member of the Hill View Co-operative Hsg Society Ltd as well as the costs of preparing, engrossing, stamping and registering all the agreements, including the agreement, conveyance, transfer deeds or any other documents or document required to be executed by the Promoter/Developer or the Allottee/s or Co-operative Society as well as the entire professional costs charges and expenses payable for the same shall be paid by the Allottee/s immediately on demand. The Allottee/s shall pay the professional fees in respect of the documents to be made and also in respect of the service rendered or to be rendered by the Promoter/Developer Advocates as provided in this clause. The Allottee/s further agree that the Promoter/Developer shall be entitled to complete the construction work of the said building in parts or in wings and that the Promoter/Developer shall be entitled to maintain the common places and/or to charge the Allottee/s such of the amount and/or amounts or deposits for maintenance of the said common places and that the Allottee/s shall pay such amount and/or deposit without raising any objection of whatsoever nature for the same.

**29.** The Allottee/s shall at his/her/their cost and/or expenses lodge this Agreement for registration with the Joint Sub-Registrar at Mumbai, Mumbai Suburban District, within time limit (i.e. 4 months from the execution hereof) as prescribed by law and forthwith inform the

Promoter/Developer the serial number under which the same is lodged to enable them to admit execution of the same.

**30.** This Agreement shall be subject to the provisions of RERA, RERA Rules and all other Rules, Regulations, Office Orders, Circulars, Notifications and Rulings made there under and/or by the Authority/Appellate Tribunal from time to time.

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

**FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:**

ALL THAT piece or parcel of land together with building Hill View Co-operative Hsg. Society Ltd standing thereon bearing C.T.S. No. 242 admeasuring in aggregate to about 1322.8 sq. mtrs. or thereabouts as per latest P.R. Card dated 16/12/2013, lying and being at Village Andheri, Taluka Andheri, within the Registration of Mumbai Suburban District, along-with the building comprising of 79 residential flats/commercial units in the building land bounded as follows i.e. to say :-

On or towards North : by C.T.S. No. 241  
On or towards South : By C.T.S.No. 244  
On or towards West : By J. P. Road  
On or towards East : By C.T.S. No.247

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

Flat No.1201 , Wing A , admeasuring rera carpet area 595.25 sq.ft on the 12th floor in HILL VIEW CHS LTD ,situate at J.P road Andheri west , Near navrang cinema , Mumbai 400058, standing thereon bearing C.T.S.No. 242 lying and being at Village Andheri, Taluka Andheri.

SIGNED AND SEALED )  
BY THE WITHINNAMED )  
M/S JIRAJ DEVELOPER LLP. )  
By the hand of its Authorised Partner )  
Mr. Prashant K Doshi )  
Pan No:- AABPD2804N )

"THE PROMOTER/DEVELOPER" )  
IN THE PRESENCE OF : )  
1.

SIGNED AND SEALED )  
BY THE WITHINNAMED )  
MR. OMPRAKASH K JAIN )  
Pan No:- ABTPJ7283N )  
THE ALLOTTEE/S )

IN THE PRESENCE OF : )  
1.

## RECEIPT

**RECEIVED** of and from **MR.OMPRAKASH JAIN**, sum of **Rs.15,00,000 /- (RUPEES FIFTEEN LAKHS ONLY)** by way of Cheque/s/ RTGS in respect of Flat No. A/1201 on the 12th Floor in the building known as, "**HILL VIEW CO-OPERATIVE HOUSING SOCIETY LIMITED**" situated at, J.P. Road, Andheri (West), Mumbai 400 058, sale, in the following manner:-

-----  
Cheque/ RTGS No.                      Amount              Date                      Drawn on  
-----

Total amount **Rs.15,00,000/-**

**WE SAY RECEIVED.**  
For M/s. JIRAJ DEVELOPER,

Partner.  
Promoter/Developer.

**Witnesses:**

1.

2.

\*\*\*\*\*

DATED THIS ----- DAY OF ----- 2023

\*\*\*\*\*

M/s. JIRAJ DEVELOPER.

... PROMOTER/DEVELOPER

AND

MR/MRS./M/S.-----

... ALLOTTEE/S

AGREEMENT FOR SALE OF FLAT/  
BEARING NO.-----, ON ----- FLOOR  
OF THE BUILDING KNOWN AS  
"-----" SITUATED AT  
BORIVALI.