

**DRAFT WITHOUT PREJUDICE**

**AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE** ("**Agreement**") made at Mumbai this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Twenty Three (2023) between **SEA-KING CLUB PRIVATE LIMITED**, a Company incorporated under the Indian Companies Act, 1956, having its registered office at Hotel Golden Manor, Opposite Juhu Church, Juhu Mumbai 400049, CIN U92190MH1974PTC017902, PAN AAACS5781M, Email Id: ppdcl.chairman@gmail.com, through its duly Authorized Director Mr. \_\_\_\_\_ (PAN \_\_\_\_\_, Aadhar Card No. \_\_\_\_\_), Aged \_\_\_\_ years, hereinafter referred to as "**the Promoter**" (which expression unless repugnant to the context or meaning thereof, shall mean and include its successors and assigns) of the One Part

**AND**

**Ms. Karisma Yogesh Popat** (PAN BMHPP6150J), Aadhar Card No. \_\_\_\_\_, **Mrs. Reena Yogesh Popat** (PAN AJJPP0395D), Aadhar Card No. \_\_\_\_\_ and **Smt. Heeraben D Vadgama** (PAN ANXPV9270H), Aadhar Card \_\_\_\_\_ an adult, and residing at \_\_\_\_\_,

hereinafter referred to as "**the Purchasers/Allottees**" (which expression unless repugnant to the context or meaning thereof, shall mean and include their heirs, executors, administrators and permitted assigns) of the Other Part.

**WHEREAS:**

A. By and under a registered Deed of Conveyance dated 22<sup>nd</sup> May of 1973 made by and between Mr. Mamoon Budrudin Lukmani (therein called the "First Vendor") and Mrs. Jameela Mamoon Lukmani (therein called "the Second Vendor) of the One Part and M/s. Yashdhir Hotels Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at that time at New Stock Exchange Building, 3rd Floor, Mumbai – 1, of the Other Part, the said Yashdhir Hotels Private Limited, had for

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valuable consideration and upon the terms and conditions therein contained, purchased from the said Mr. Momoon Budrudin Lukmani, and the said Mrs. Jameela Mamoon Lukmani, all that piece or parcels of land and ground (i) admeasuring 498 sq. meters bearing Survey No. 37 (Plot No. 3) Hissa No. 4 (part) more particularly described in the First Schedule thereto appended, (ii) admeasuring 498 sq. meters bearing Survey No. 37 (Plot No. 3) Hissa No. 4 (part) more described in the Second Schedule thereto appended, and (iii) a strip of 6 feet wide land situate and laying admeasuring 50 sq. meters bearing Survey No. 37 (Plot No. 3/1), Hissa No. 4 (part) more described in the First Schedule thereto appended, and all the total land admeasuring 1046 sq meters or thereabouts, situate lying and being at Juhu, Greater Mumbai in the Registration Sub-District Bandra, Registration District Mumbai, Maharashtra. The said Deed of Conveyance dated 22<sup>nd</sup> May 1973 is duly registered with the sub-registrar at Mumbai under serial no. BOM/S/1057/1973 dated 9<sup>th</sup> July 1974 A more particular description of the said Property is given in the First Schedule hereunder written and hereinafter for brevity's sake called "**the said Property/Project Land**";

- B. By and under a registered Deed of Conveyance dated 28<sup>th</sup> day of April 1975, executed between the said M/s. Yashdhir Hotels Limited (erstwhile Yashdhir Hotels Private Limited) therein referred to as " the Vendors" of the First Part and Dipchand Mohanlal Shah and Ten Others, therein collectively called "The Confirming Parties" of the Second Part and M/s Sea-king Club Private Limited, being the Promoter herein and therein in referred to as "the Purchasers" of the Third Part, the said M/s Yashdhir Hotels Limited (erstwhile Yashdhir Hotels Private Limited) with the consent and confirmation of the said Confirming Parties sold conveyed, transferred, and assigned unto and in favour of the Promoter herein absolutely the said property, more particularly described in the First Schedule hereunder written for the consideration and terms and conditions recorded in the said Deed of Conveyance dated 28<sup>th</sup> April 1975. The said Deed of

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Conveyance dated 28<sup>th</sup> April 1975 is duly registered with the sub-registrar of Mumbai under serial no. BOM/S/1974/1975 dated 31<sup>st</sup> May 1975. Since then the Promoter herein are the sole and absolute owner of the said property, described in the First Schedule hereunder written and in peaceful and uninterrupted possession of the said property;

- C. The said M/s. Sea-king Club Private Limited was formed and promoted by Mr. Dipchand Mohanlal and others 10 subscribers in 1974 and thereafter Mr. Dipchand Mohanlal and others transferred their shareholding in the share capital of the said Sea-king Club Private Limited to Mr. Vallabhdas Gopaldas Thakkar for valuable consideration in 1982 and further Mr. Vallabhdas Gopaldas Thakkar & other Directors resigned and sold their respective shareholdings of the Company to Jagmagia group and Bhavnani group for valuable consideration in 1984. Further, the said Jagmagia group and Bhavnani group resigned from their Directorship and sold their respective shareholdings to M/s Prime Property Development Corporation Limited, through its Promoter Director Mr. Padamshi L Soni, Mr. Manish P Soni and Mr. Vishal P Soni for valuable considerations in February 2010. Since then M/s Prime Property Development Corporation Limited, through its Promoter Director Mr. Padamshi L Soni, Mr. Manish P Soni and Mr. Vishal P Soni remain to be the promoter/owner of the said property, more particularly described in the First Schedule hereunder written;
- D. The Promoter proposed to construct on the said property a multistoried Residential building (“**the said Building**”) comprising of Ground with 4 Podiums with 10 upper residential floors as per the building plans to be approved/sanctioned by Municipal Corporation of Greater Mumbai (MCGM) or other concerned authorities and to be known as “Prime Marina” (“**Project**”);
- E. The Promoter has appointed Mr. Prabhod K Manohar of M/s. M. D. Associates, Architect and Project Consultants having office at

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Shop No. 3, Surya Kiran Society, S. B. Road Near Saraswati High School, Mahim (West), Mumbai 400016, an Architect registered with MCGM, as the Architect / Licensed Surveyor for the said project with whom Promoter have executed standard Agreement;

- F. Similarly Promoter has appointed Mr. Sunil R. Shah, having office at 1A, Basement, Holy Cross Apartment, off Parsi Panchayat Road, Next to Mistry Apartment, Service Road, Andheri (East), Mumbai - 400069, as the Structural Engineers for preparation of structural designs and drawings for the construction of the said new multistoried Residential building/tower till completion of the building in all respects;
- G. The Promoter has further pursued the matter with the M.C.G.M. through its said Architect for obtaining various concessions and further approvals and accordingly got the building plans and specifications sanctioned from M.C.G.M. along with I.O.D. under File No. P-6654/2021/(564/1)/K/W Ward/JUHU-K/W/FCC/1/NEW Dt. 26<sup>th</sup> October 2021 and Commencement Certificate dated 5<sup>th</sup> August 2022 and further Commencement Certificate dated 3<sup>rd</sup> July 2023. Copy of the said IOD dated 26<sup>th</sup> October 2021 and the said Commencement Certificate No P-6654/2021/(564/1)/K/W Ward/JUHU-K/W/FCC/1/NEW dated 5<sup>th</sup> August 2022 and further Commencement Certificate No. P-6654/2021/(564/1)/K/W Ward/JUHU-K/W/FCC/1/NEW dated 3<sup>rd</sup> July 2023 are annexed herewith as **ANNEXURE "A"** and **ANNEXURE "B" (Colly)** respectively;
- H. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said Building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building shall be granted by the concerned local authority;

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- I. The Promoter has accordingly commenced construction of the said Building comprising of Ground with 4 Podiums with 10 upper residential floors as per the building plans already approved/ sanctioned by Municipal Corporation of Greater Mumbai (MCGM) and to be known as “Prime Marina”;
- J. In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated 30-03-2023 duly registered with Office of Joint Sub Registrar bearing registration No. BDR 15 – 5259 / 2023 has been executed between the Promoter as Mortgagor and AU Small Finance Bank Ltd. as Mortgagee whereby the Promoter has availed construction finance from AU Small Finance Bank Limited upon the sanctioned terms and conditions for which they have created charge on Property being all that piece and parcel of freehold land bearing Survey No. 37 Plot No. 3 and 3A Hissa No. 4 (part) corresponding to CTS No. 564/1 admeasuring 1,046 Sq. Mtrs. as mentioned in Consent Terms dated 07.09.2006 and Indenture dated 28.04.1975 or thereabouts equivalent to 1,251 Sq. Yrds. out of area admeasuring 1,049.50 Sq. Mtrs. (as per Property Card) of Village Juhu, in Greater Bombay in the Registration District and Sub District Mumbai City and Mumbai Suburban (“said Land”) together with the Project known as “**Prime Marina**” (MAHA RERA Registration Number - P51800050277) and Present and Future FSI accruing to the Developer/ Land Owner (“FSI”) (after excluding land area/ units to be handed over to any government authorities, if any, in the said Project) and on the terms and conditions mentioned therein;
- K. On demand from the Allottees, the Promoter has given inspection to the Allottees of all the documents of title relating to the said Project Land and the plans, designs and specifications prepared by the Promoter’s Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (called the “said Act”) and the Rules and Regulations made thereunder;

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- L. The Allottees has duly verified the title of the said Property as well as all the approvals/sanctions obtained by the Promoter from the MCGM/concerned authorities in the matter of development and construction of the said Building and after having satisfied himself about the validity, has agreed to purchase (i) Flat No. 1201 situated on the 12th Floor of the building to be known as “**PRIME MARINA**” (hereinafter called the “**said Building**”) admeasuring 285.02 sq.mtrs. RERA carpet area equivalent to 3068 sq. ft. (computed in accordance with the provisions of Section 2(k) of RERA and as per the RERA Rules viz. the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but including the area covered by the internal partition walls of the apartment)and delineated in red boundary lines on the floor plans annexed as **ANNEXURE “C” and “C-1”** hereto (hereinafter called the “**said Flat**”) alongwith the exclusive and absolute right to use the lift Landings/lobbies on the 12<sup>th</sup> floor as an exclusive and limited common area and facility attached to the usage of the said Flat (hereinafter called “**the said Appurtenant Area**”) and (ii) the exclusive and irrevocable right to use Two (2) no of Car parking on the ground floor of the said Building for parking vehicles and delineated in red boundary lines on the floor plan annexed as **ANNEXURE “D”** (hereinafter collectively called the “**said Car Parking Spaces**”). The said Flat, the said Appurtenant Area and the said Car Parking Spaces are hereinafter collectively called “**the said Premises**” and more particular description of the said Premises is given in the Second Schedule hereunder written;
- M. The Allottees has entered into this Agreement with full knowledge of all the terms and conditions in the said documents, papers, plans, orders, scheme, amenities etc. recited and referred to above and those contained herein;
- N. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms,

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conditions and stipulations contained in this Agreement and all applicable laws, the Promoter has agreed to sell to the Allottees and the Allottees agrees to purchase the said Premises at or for the price of Rs. 15,30,00,000/- (Rupees Fifteen Crore Thirty Lakhs Only) ("**Total Consideration**") and on the terms and conditions hereinafter appearing;

- O. Before the execution of this Agreement, the Promoter has obtained NOC dated \_\_\_\_\_ 2023 from AU Small Finance Bank Ltd. by which AU Small Finance Bank Ltd. has agreed to release its charge on the said Premises and permitted the Promoter to sell the same to the Allottees upon the terms and conditions as therein mentioned in the aforesaid NOC. Further as per the NOC, Total Consideration towards the sale of the said Premises is to be deposited by the Allottees in Account No. 2302234147477021 maintained with AU Small Finance Bank Limited. A copy of the NOC is annexed herewith as **ANNEXURE "E"**;
- P. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai bearing Registration no. P51800050277. A copy of the Registration Certificate is annexed hereto as **ANNEXURE "F"**;
- Q. Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Premises with the Allottees, being in fact these presents and also to register said Agreement under the Registration Act, 1908;
- R. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottees hereby agrees to purchase the said Premises.

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

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1. The recitals contained above, and the Annexures and Schedules herein shall form an integral part of this operative clauses of these presents.
2. The Promoter shall construct or cause to be constructed the said building consisting of ground/ stilt, 4 podiums, and 10 upper residential floors on the project land to be known as "Prime Marina" in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time and same has been inspected by the Allottees. Provided that the Promoter shall have to obtain prior consent in writing of the Allottees in respect of variations, modifications, alterations or amendments, which may materially and adversely affect the Premises of the Allottees except any alteration or addition required by any Government authorities or due to change in law.
- 3.1 The Allottees hereby agrees to purchase from the Promoter and the Promoter hereby irrevocably agrees to sell to the Allottee, (i) Flat No. 1201 situated on 12<sup>th</sup> Floor of the building to be known as "**PRIME MARINA**" (hereinafter called the "**said Building**") admeasuring 285.02 sq.mtrs. RERA carpet area equivalent to 3068sq. ft. (computed in accordance with the provisions of Section 2(k) of RERA and as per the RERA Rules viz. the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but including the area covered by the internal partition walls of the apartment) on the floor plans annexed as **ANNEXURE "C" and "C-1"** hereto (hereinafter called "**the said Flat**") alongwith the exclusive and absolute right to use the lift landings/lobbies on the 12<sup>th</sup> floor as an exclusive and limited common area and facility attached to the usage of the said Flat (hereinafter called "**the said Appurtenant Area**") and (ii) the exclusive and irrevocable right to use Two (2) no of Car parking on the ground floor of the said Building for parking vehicles and delineated in red boundary lines on the floor plan annexed as **ANNEXURE "D"** (hereinafter called "**the said Car**



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**Parking Spaces**") [The said Flat, the said Appurtenant Area and the said Car Parking Spaces are hereinafter collectively referred to as "**the said Premises**" and is more particularly described in the Second Schedule hereunder written] at or for the Total Consideration of Rs. 15,30,00,000/- (Rupees Fifteen Crore Thirty Lakhs Only) (hereinafter referred to as "**the Total Consideration**"), subject to TDS @ 1% on the Total Consideration under the provisions of the Income Tax Act, 1961 including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Third Schedule hereunder written.

The said Flat shall be handed over by the Promoter to the Allottees in bare and shell form with walls, doors, windows, internal staircase and internal lift connecting the 11<sup>th</sup> & 12<sup>th</sup> floors as per the sanctioned plan.

- 3.2 The Promoter agrees and undertakes to adhere to the sanctioned floor plans as annexed hereto and further records and confirms to not change or amend the floor plans of the said Premises without prior consent of the Allottees.
- 3.3 The Allottees has paid to the Promoter on or before execution of this Agreement a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) out of which Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) has been paid to the Promoter and Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) shall be deducted towards 1% TDS as per applicable provisions of the Income Tax Act, 1961 (the receipt whereof the Promoter doth hereby admits and acknowledges and of and from the same and from every part thereof releases and discharges the Allottee forever) and the Allottee hereby agrees to pay to the Promoter the balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_

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Only) subject to deduction of TDS @ 1% as per Income Tax Act,1961 (hereinafter referred to as “**the Balance Consideration**”) at the time of handing over of the possession of the said Premises to the Allottee within 30 days of receipt of intimation of receipt of occupancy certificate or completion certificate of the said Building from Promoter.

- 3.4 The consideration above excludes all kinds of Taxes and statutory charges, viz. Goods and Service Tax, (GST) various kinds to tax, Stamp Duty charges, Registration charges or such other taxes/charges as may be applicable in respect of the said Flat and to these presents during the tenure of the project i.e. construction of the said Building and upto handing over of the Building to the Condominium, that may be formed in future (hereinafter referred to as “Statutory Charges and Taxes”) and accordingly, the Allottee shall be solely and absolutely liable to make the payment of the said statutory charges and taxes incidental thereof without holding the Promoter in any manner responsible during the tenure of the project as aforesaid. It is further agreed that if by reason of any amendment to the Constitution or enactment or amendment or any other law, this transaction is held to be liable to any additional taxes the same shall be payable by the Allottee; the Promoter forthwith on demand and the Promoter shall not be responsible for the same. The Allottee shall at all-time hereafter keep the Promoter indemnified and safe and harmless against all penalties or consequences arising on account of breach and violation of any of provision of law by the Allottee and further the Allottee undertake/s to follow and abide by all rules and regulations of law and make good for any loss and/or damage suffered and/or occasioned on account of any breach and/or violation or omission and commission by the Allottee in payment of said Statutory charges and taxes.
- 3.5 The Total Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other

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increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 3.6 The Promoter shall be entitled to and shall send to the Allottee, intimations/Demand Notes, demanding Balance Consideration from the Allottee as and when the same falls due as per Clause 3.3 above or under such other clause of these presents. The Balance Consideration shall be payable by the Allottee strictly within the period mentioned in such intimations/Demand Notes. The Allottee hereby covenant/s with the Promoter that the Allottee shall duly and punctually pay the amounts due and payable within the time and in the manner stipulated in the intimation/Demand Notes without committing any breach and/or defaults thereof. In respect of the payment of each amount under these presents or Balance Consideration paid by the Allottee, the Promoter will pass separate receipt. *The time for making the payment of the Balance Consideration and all other amounts due and payable shall be the essence of the contract.* Without prejudice to other rights specified herein Promoter shall be entitled to and the Allottee agree and shall be liable to pay to the Promoter, interest as specified in the Rule i.e. Highest Marginal cost of Fund of SBI plus 2% PA or at the rate as may be applicable from time to time, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter.
- 3.7 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him under any head(s) of dues against lawful

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outstanding, if any, in his name as the Promoter may in its sole discretion deem fit and the Allottee undertake not to object/demand/direct the Promoter to adjust their payments in any manner.

- 3.8 The Promoter hereby agrees to observe, perform and comply with all terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Building.
4. If the Allottee in order to augment the resources in his hands for the purpose of payment of consideration amount to the Promoter under this Agreement for Sale intends to seek loan from any financial institutions/banks, etc. against the security of the said Premises then in such a case the Allottee shall be required to obtain on the letterhead of the respective financial institutions/bank's, etc. the loan/pre-sanction loan letter and only against which the Promoter will issue the NOC for mortgage of the said Premises to the Allottee. Further when such financial institution/ bank, etc. makes a disbursement, it shall be mandatory that the payment should be made by issuing the Cheque/Pay Order/Demand Draft, of the Loan amount or installment/s in the name of the Promoter only i.e. in favour of "SEAKING CLUB PRIVATE LIMITED PRIME MARINA RERA COLLECTION ACCOUNT, A/c No. 2302234147477021" and in the event such financial institution/ bank, etc. issues Cheque/Pay Order /Demand Draft of Loan amount or installment/s in any other name or account, then such financial institution/ bank, etc. shall do so at his own risk and the Promoter shall not be liable for any cost and consequences arising therefrom. Further in the event Allottee default in payment due to any fault at Banks/Financial Institution's part then in that case they shall not be absolved of payment of purchase consideration and consequences as

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mentioned herein for non-payment/default in payment shall be followed.

5. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 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. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee which shall be payable within forty-five days with annual interest at the rate specified hereinabove, from the date such deficit exist. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3.1 of this Agreement.
6. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Premises to the Allottee and the common areas to the Condominium after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the Balance Consideration and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 3.3 herein above (hereinafter referred to as "**Payment Plan**").
7. The Promoter shall give possession of the Premises to the Allottee on or before \_\_\_\_\_, \_\_\_\_\_ ("**Possession Date**"). If the Promoter fails or neglects to give possession of the Premises to the

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Allottee on account of reasons beyond its control and of its agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Premises with interest at the same rate as may mentioned in the clause 3.6 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Premises on the aforesaid date, if the completion of building in which the Premises is to be situated is delayed on account of:

- (i) war, civil commotion or act of God;
  - (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
8. If the Promoter fails to abide by the time schedule for completing the said Building and handing over the said Premises to the Allottee due to any other reason not eligible for grant of extension as mentioned in clause 7 herein, then in that case Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule i.e Highest Marginal cost of Fund of SBI plus 2% PA or such other rates as may be applicable from time to time, for every month of delay from the Possession Date, on all the amounts paid by the Allottee, for delay till the handing over of the possession to the Allottee.
9. The Promoter hereby declares that the FSI as on date in respect of the said Property is 1776.85 Sq. mtr. only and Promoter plans to utilize F.S.I of 1776.85 Sq. mtrs. Further, the Allottee of the Apartment shall be entitled only to F.S.I. consumed in construction of the said Flat as recorded in Clause 3.1 hereinabove, purchased by him/her/them in the said Building/s. The F.S.I. of any nature whatsoever available at present or in future and further and/or additional construction, shall always be the property of the Promoter who shall be at liberty to use, deal with, dispose of, sell, transfer, etc. the same, in any manner the

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Promoter choose and deem fit. The document vesting the title of the said property, building/s, etc. and transfer of rights and benefits of the Promoter, as hereinafter mentioned, shall be subject interalia to the aforesaid reservation;

10. **PROCEDURE FOR TAKING POSSESSION:**

The Promoter, upon obtaining the Occupancy Certificate (“OC”) from the competent authority, shall send an intimation/notice to the Allottee for the payment of the Balance Consideration by the Allottee as per Clause 3.3 hereinabove. Simultaneously, on receipt of the Balance Consideration from the Allottee, the Promoter shall handover possession of the said Premises to the Allottee by executing necessary indemnities, undertakings and such other documentation as may be required.

**Failure of Allottee to take Possession of Premises:**. In the event the Allottee fails to take possession within the time provided in Clause 3.3 the liability of the Allottee to pay maintenance charges and the Club House maintenance charges as applicable and such other statutory taxes and charges as may be applicable to the said Premises and building shall commence from the expiration of the 30 days from the receipt of the intimation/notice provided under Clause 3.3. Further, the Promoter shall not be responsible for theft or mishap that may take place on account of default in taking possession which include but not limited to theft of fitting and fixture viz. wi-fi fitting, electrical fittings etc.

- (i) If within a period of five years from the date of obtaining the Occupation Certificate, the Allottee brings to the notice of the Promoter any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to

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receive from the Promoter, compensation for such defect in the manner as provided under the Act.

- (ii) The aforesaid warranty given by the Promoter is applicable only if after occupying the Premises the Allottee shall maintain the Premises in the same condition as it was handed over to him by the Promoter. In case the Allottee makes any changes of whatsoever nature including shifting of the walls, doors, windows and their grills, bedrooms, kitchen, bathrooms, balconies, terrace, enclosing balconies, flower bed, extending rooms, changing floorings, plumbing systems, electrical wiring, sanitary systems and fittings, fixing falls ceiling or doing any work affecting and damaging the columns and/or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or Condominium. Further, cases including where the Allottee (i) installs air-conditioners on the external walls haphazardly which may destabilize the structure, (ii) allottee and/or his tenants load heavy luggage in the lift, (iii) damage any portion of the neighbor's Apartment, or common area by drilling or hammering etc. and (iv) does not follow the conditions mentioned in the maintenance manual, the Allottee shall not be entitled to invoke the aforesaid warranty given by the Promoter.

- 11. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He shall use the said Car Parking Spaces only for purpose of keeping or parking vehicle.

### 12. **FORMATION OF CONDOMINIUM:**

- (i) The Condominium of the said Building shall incorporate the name "PRIME MARINA" in its name and that name will not



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be changed under any circumstances without obtaining written permission of the Promoter.

- (ii) Within 3 months from the date on which 51% (fifty one percent) of the total number of Apartments in the Project being booked by Allottee, the Promoter shall submit an application to the Competent Authority to form a Condominium (“**Condominium**”) under the provisions of Maharashtra Apartment Ownership Act, 1970 (“**MAO**”) to comprise solely of the Allottee and other allottees of the Apartment in the said Building under the provisions of the relevant laws, read with RERA and the RERA Rules;
- (iii) The Promoter shall at its sole discretion submit the said Project Land togetherwith the said Building to the provisions of MAO by executing MAO Declaration as contemplated under Section 2 of the MAO and shall execute and register before the concerned Sub-Registrar of Assurances at Mumbai Deed of Apartment in favour of the Allottee and other Allottees of the Apartments in the said Project, in the manner as may be deemed fit by the Promoter;
- (iv) The Allottee along with other Allottees of Apartments in the building shall join in forming and registering the Condominium to be known as Prime Marina Condominium or by any such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Condominium and for becoming a member, including the byelaws of the proposed Condominium and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottees, so as to enable the Promoter to register the Condominium of Allottees. No objection shall

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be taken by the Allottee if any, changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Society or any other Competent Authority;

- (v) The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Condominium, including in respect of (a) MAO Declaration, the Deed of Apartment and any other documents, instruments, papers and writings as may be required and (b) any professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such aforementioned documents, shall be borne and paid by the Condominium and in case of the Deed of Apartment, by the respective Allottees of the Condominium, as the case may be;
- (vi) On submission of the said Project Land and the said Building under the provisions of the MAO as aforesaid, the vesting of the management and the administration of the said Building in the Condominium or upon the Allottee of the Apartment in the said Building, being admitted as members of the Condominium, the said Condominium shall take over complete responsibility for the management of the said property and the said Building/s and shall be solely responsible for collection of dues from its members and for the disbursement of such collections in relation to the said Building/s, including payment for ground rent, if any, Municipal Taxes, Water charges, salaries of the employees charged with the duties for the maintenance of the said Project Land and the said Building/s;
- (vii) The Allottee of the said premises shall, so long as and till the various premises in the said building are not separately assessed by the Corporation for property taxes and water charges, rates and other outgoings, pay and continue to pay

the proportionate share of such taxes, rates, and other outgoing assessed on the said Plot including the said building on ad-hoc basis as may be decided by the Promoter. The Allottee shall continue to pay such amounts as decided and intimated by the Promoter without demur and without in any manner disputing the same and shall not demand any accounts in respect thereof. PROVIDED HOWEVER that, if any, special taxes and/or rates are demanded by the Corporation or any other statutory authorities by reason of any permitted use, the Allottee alone shall bear and pay such special taxes and rates. As from the date of offer for delivery of the possession of the said Premises, the Allottee shall observe, perform and abide all the rules and regulations of the Corporation and/or other statutory bodies and shall indemnify and keep indemnified the Promoter against any loss or damage in respect thereof.

13. **MAINTENANCE CHARGES:**

- i. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Premises is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) of outgoings in respect of the said Property and Building namely local taxes, betterment charges or such other levies by the 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 Project Land and Building. Until the Condominium is formed and the said structure of the building is submitted under the provisions of MAO, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the

Allottee's share is so determined the Allottee shall pay to the Promoter provisional contribution as may be mutually agreed by the Parties hereto (*same is exclusive of property tax or any other local taxes as may be levied by any government authority from time to time in respect of the said building/said Flat plus GST or any other tax as applicable will be collected separately*) further the Promoter shall reserve right to raise supplementary bills as may be required to maintain building efficiently (hereinafter referred to as "**Maintenance charges**"). Maintenance charges include all supplementary bill as may be raised as aforesaid mentioned. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the administration of the Condominium is not handed over to the Condominium. On such handing over of administration to the Condominium the aforesaid maintenance charges (less deduction provided for in this Agreement and expended for maintenance of the Condominium) shall be paid over by the Promoter to the Condominium.

- ii. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received and statement of accounts for the same shall be disclosed upon handing of management to the Condominium and said accounts shall be maintained in good faith and to which Allottee will not be entitled to dispute under any circumstance.
- iii. The aforesaid maintenance charges shall be exclusive of property tax or any other local taxes as may be levied by any government authority from time to time in respect of the said building/said Flat, accordingly Allottee shall be

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liable to pay the same over and above maintenance charges as and when demanded by the Promoter.

- iv. Without prejudice to other rights available, in the event the Allottee makes default in the payment of aforesaid maintenance charges and/or supplementary bill as may be raised as aforesaid even after giving reasonable notice, the Promoter calling upon the Allottee to make payment of such default shall be deemed to be just and reasonable to cut off or withhold any essential supply or service enjoyed by the Allottee in respect of said Flat, till such date the Allottee make payments of the said maintenance charges along with interest thereon at the rate of Highest Marginal cost of Fund of SBI plus 2% PA or at the rate as may be applicable from time to time from the date the maintenance charges are due up to the date of payment said Maintenance charges.
- v. The Allottee agrees that the Promoter is not liable to pay maintenance charges for the unsold apartments in the said building under any circumstances till the same is sold and when such Apartments are sold the prospective Allottee of the such Apartments shall be liable to pay all the out goings from the date of agreement or from the date of receiving possession, whichever is earlier.
- vi. The Allottee herein agrees that without prejudice to other rights available to the Promoter it shall not be liable to bear if any default is made towards payment of maintenance charges or Supplementary bill by the Allottee herein or any other Allottee and in case of any such default Promoter may preserve its right to deduct or adjust said outstanding maintenance charges along with interest from total maintenance charges collected and in case any deficit same shall be collected from the Condominium to be formed.

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- vii. The Allottee herein agrees that apart from maintenance charges if any charges or cost arises in future for maintenance of the said Building which is unknown to the Promoter, then such charges or cost shall be borne equally among the Allottee excluding unsold Apartments of Promoter.
- 14.1 The Allottee shall on or before delivery of possession of the said Premises after receipt of Occupation Certificate pay to the Promoter the sums as may be mutually agreed by the Allottee and other Allottees of apartments in the said Building with the Promoter towards (i) proportionate share of taxes and other charges/levies in respect of the Condominium; (ii) deposit towards Water, Electricity and other utilities and services connection charges; and (iii) deposits of electrical receiving and Sub-station provided in layout;
- 14.2 The Allottee shall pay to the Promoter the sum as may be mutually agreed by the Allottee and other Allottees of apartments in the said Building with the Promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Condominium and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the MAO Declaration and Deed of Apartment under the provisions of MAO.
- 14.3. The Promoter are authorized by the Allottee on his behalf and out of the amounts so deposited, to spend for all costs for preparation of MAO Declaration, Deed of Apartment and all other documents, deeds, declarations, costs of lawyers for transfer of the said Building and /or portion thereof, to the Condominium and such costs and costs of transfer are to be borne and paid wholly by the Allottee and other acquires of Apartments proportionately, but exclusive of all out of pocket expenses like stamp duty, registration charges, etc. of such documents which also will be borne and paid wholly by the Allottee and other acquires of

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Apartments in the said Building. In case if the costs, charges and expenses exceed the aforesaid amount, the same would also be made good by the Allottee.

14.4. At the time of registration of MAO Declaration and the Deed of Apartment for submission of the Project Land and the said Building under the provisions of MAO and formation of the Condominium the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Condominium on such registration of the MAO Declaration and the Deed of Apartment or any document or instrument of transfer in respect of the structure of the said Building.

15. **CLUB-HOUSE:**

15.1 The Promoter hereby represents that a Club House ("**said Club House**"), is to be constructed on the 4<sup>th</sup> Podium level of the said Building;

15.2 The Allottee shall pay the one-time non-refundable premium ("**One-Time Premium**"), as may be mutually agreed between the Parties hereto, towards the corpus fund for the perpetual Club House Membership and its facilities and the recreation areas appurtenant thereto, directly in favor of the Condominium, when formed.

15.3 The One-time Premium shall be transferable along with the said Premises and shall be utilized towards monthly maintenance charges, repairs and/or renovations of the said Club House, salaries and/or wages payable to all the employees, maintenance and upkeep charges of the said Club House and all the equipment's, charges for electricity and water and all other services;

15.4 It is hereby agreed that payment of the One-Time Premium shall provide perpetual Club House Membership to the Allottee and his family members till such time he owns the said Premises.

16. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

- i. The Promoter has clear and marketable title with respect to the said property; as declared in the title report annexed to this agreement at **ANNEXURE "G"** and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report or under online uploading of registration of project with RERA or under this agreement;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said Property and said Building 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 Said property and said Building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;
- vi. The Promoter 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 created herein, may prejudicially be affected;



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- vii. The Promoter 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 Project Land, including the Project and the said Premises which will, in any manner, affect the rights of Allottee under this Agreement;
  - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
  - ix. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities subject to terms and conditions mentioned herein;
  - x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report and/or under online uploading of registration of Project with RERA or under this Agreement
17. The Allottee with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:
- i. To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession and/or possession for fit-out for furniture purpose of the Flat is taken and shall not do or suffer to be done anything in or to the said Building in which the Flat is

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situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said Building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the said Building in which the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the said Building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or

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any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Paradi or other structural members in the Flat without the prior written permission of the Promoter and/or the Condominium.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project land and the said Building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. The Allottee have prior to the execution of this Agreement, satisfied himself about the Title of the Promoter to the said Property more particularly described in the First Schedule and Second Schedule hereunder written, and has accepted the Certificate of Title issued by Advocate M/s. Bilawalla & Co., Advocates and Solicitors dated 06.02.2010 which is annexed herewith and which has been perused by the Allottee and have agreed not to raise any further requisitions or any objections in relation thereto hereafter
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Project Land and the said Building in which the Flat is situated.
- viii. Pay to the Promoter within prescribed days of demand by the Promoter in the respective demand letters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other

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service connection to the building in which the Flat is situated.

- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold.
- x. The Allottee herein agrees and confirm that he is aware that the right, title and interest with respect to all the additional (excluding the Flat sold to the Allottee) unsold Apartments/common Amenities/parking areas, etc. shall remain with Promoter only and the Allottee shall not interfere in respect of the sale of the same and the consideration received from such sale shall be entirely of Promoter.
- xi. The Allottee hereby confirm and undertake that after the formation of the Condominium, the Apartment owner shall be allowed to occupy his Apartment and the Condominium shall not ask or demand any transfer charges, premium or penalty from the Promoter or such Allottee, in respect of the transfer of the unsold Apartment and the amenities and additional areas to the prospective Allottee.
- xii. The Allottee agrees with Promoter that he shall not sell/dispose, let, sub-let the said Apartment till payment of entire consideration to the Promoter.
- xiii. The Allottee hereby agrees that the Promoter shall not be responsible to get the Additional Water Connection from the BMC Authorities, as per the norms of the BMC and the water supply shall depend on the BMC, with respect to the said Flat and further the Allottee shall not hold the Promoter responsible for any kind of irregularity or

deficiency in the Water Supply. If majority of Allottee place request for tanker water then in that case Promoter may at its discretion arrange for the same and Allottee herein shall be mandatorily required to pay the charges on proportionate basis over and above the said maintenance charges agreed to be paid by the Allottee under this presents. Further, in the event Promoter asked for water tanker from outside upon the request of the Allottee then he shall not dispute the water quality and quantity of tanker and the Promote shall not be responsible for quality of water supply or any for other reason through tanker.

- xiv. The Allottee shall observe and perform all the rules and regulations which the Condominium may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Condominium regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xv. Till the MAO Declaration and the Deed of Apartment or such other vesting document of the structure of the said Building in which Flat is situated is executed in favour of Condominium, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Buildings or any part thereof to view and examine the

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state and condition thereof and/or such other reason as the case may be.

- xvi. The Allottee further confirm that he shall sign all the papers/documents/deeds as and when required for the purpose of Name Reservation and for the Registration of Condominium as and when demanded by the Promoter and further declare and confirm that even after formation of Condominium also Promoter have the right to construct the additional floor/buildings/structures and as a member of Condominium will not raise any objections/disputes/claims in the above respect.
- xvii. The Allottee hereby agrees and confirms that he shall not to keep anything in the common passage, staircase, terrace, walls or any other common place and not to hang any sign boards, hoardings, name boards etc. in the passage or on the inner or outer wall of the said Building.
- xviii. It is hereby expressly agreed that, the Promoter shall be entitled to sell the Apartments in the said Building for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes or for commercial use, consulting rooms, banks, community halls or any non-residential use as may be permitted by the concerned authorities and/or any other use that may be permitted by the said authorities and the Allottee shall be entitled to use the Apartments agreed to be purchased by him accordingly and similarly, the other Allottee/s and/or Condominium shall not object to the use of the other premises in the said Building for the aforesaid purposes by the respective Allottee/s thereof. The Allottee shall not change the user of the said Premises without the prior written permission of the Promoter and the concerned local authorities.
- xix. The Allottee is aware that the said Building plans are sanctioned by the Municipal Corporation of Greater

Mumbai and/or concerned authority and as such FSI, that may be consumed while constructing building/s on the said Property may be in proportion to the FSI consumed thereon, so also some of the common amenities like gutter, sewerage, electric cables, gardens, roads, open parking spaces etc., are commonly provided for all buildings constructed or to be constructed on the said Property and that the Promoter cannot sub-divide the said Property. The Allottee shall not insist upon, nor the Promoter shall be liable and/or responsible to obtain sub-division in respect of the said Property.

- xx. The Allottee hereby confirms that an area forming part of the said Property has been earmarked as Recreation Ground has been verified by the Allottee and the Promoter may in their sole discretion shift and/or re-locate the Recreation Ground (in part and/or in full) and/or provide garden as permissible under Development Control Regulations Act, 1991. The Promoter have informed the Allottee and the Allottee is aware that the Recreation Ground shall be for the common use, enjoyment and benefit of Allottee of the layout to which the Allottee doth hereby accord his irrevocable consent for the same.
- xxi. Further Promoter shall be at Liberty to allot car parking spaces save and except those allotted to the Allottee herein as they may deem fit and proper for which Allottee shall not object nor interfere in any circumstances of whatsoever nature.
- xxii. The Allottee states, declares, agrees, confirms that Allottee shall individually and/or as member of the Condominium to be formed shall always be bound to abide by the allotments of parking spaces in the podium as may be made by the Promoter always including time during and after formation of the Condominium of Allottee/s as the case may be.

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- xxiii. The Allottee has been informed that there shall be podium car parkings to be constructed by the Promoter. It is agreed and recorded that the Allottee herein has no claim, right, title and interest in any other parking other than the parking which has been sold by the Promoter herein. The Promoter has informed the Allottee and the Allottee is aware that the Allottee/Condominium shall be responsible and liable to bear and pay the proportionate operating maintenance (major or minor), etc. of the said parking.
- xxiv. The consideration amount is agreed and accepted by both the parties after considering the current market situation and the benefits available to the Promoter in terms of any credits, set offs, concessions, rebates, incentives available to the Promoter under any direct or indirect tax laws. The Allottee agrees that he will not claim any further concession/ discount/ rebate/incentive on the agreed price under any circumstances.
- xxv. The Allottee hereby agrees and confirm that he shall have no objection if the unsold Apartment that may be lying with the Promoter and which may be kept in the lock and key of the Promoter is given on leave and license / lease basis or create any charge or encumbrance by the Promoter.
- xxvi. The Allottee hereby agrees and confirms the stilts and hoarding place anywhere including in the compound walls, terraces, open spaces shall always belong to the Promoter and all benefits thereof, will belong to the Promoter and the Promoter shall be entitled to deal with, dispose off, let out, give on hire or leave and license or any other basis, as the Promoter may deem fit and the Promoter shall be entitled to appropriate the sale proceeds, income, compensation, royalty etc. therefrom till an MAO Declaration and the Deed of Apartment or such other vesting document or structure or the said Building in which Premises is situated is executed in favour of Condominium as may be formed.



xxvii. The Allottee confirms and undertakes that the refuge area provided by Promoter is from firefighting security perspective and the Allottee shall have no right of whatsoever nature in the same nor the Condominium have any right to use that area for any purpose and same shall be kept vacant throughout the lifetime of the said Building. It is agreed by the Allottee that the Promoter shall be entitled to re-locate and/or shift the refuge area/ floor/s from the place where it has been earmarked at present and/or (increase/ decrease refuge areas and/or floor/s at his sole discretion) subject to the permission and sanction by MCGM and/or any Competent Authority (as applicable) from time to time; to which the Allottee doth hereby accord his irrevocable consent for the same.

xxviii. The Promoter shall get the necessary electric meter installed and obtain the electric connection in respect of the said Premises. However, if there is insufficient support of the electric power by the electric power company the Promoter shall not be held responsible for the same and complained of deficiency of the service.

18. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Building or any part thereof. The Allottee shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Condominium as herein before mentioned.

19. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement they shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding

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anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee to the said Premises.

20. **BINDING EFFECT:**

The Allottee shall appear for registration of this Agreement before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith shall be returned to the Allottee without any interest or compensation whatsoever subject to forfeiture of 10 % of total consideration agreed herein and after providing for adjustment and recovery of liquidated damages or any other amount which may be payable to Promoter.

21. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules annexures and such other declarations, deeds & documents that may be executed in writing hereafter constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment /building, as the case may be.

22. **RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES:**

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

24. **SEVERABILITY:**

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

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

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

26. **FURTHER ASSURANCES:**

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

27. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually

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agreed between the Promoter and the Allottee, and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

28. The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
29. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D, notified Email ID as per the details specified below and in case of any refunds shall be made to the notified Accounts as mentioned below:

**Name of Allottees:** Ms. Karisma Yogesh Popat,  
Mrs. Reena Yogesh Popat  
& Smt. Heeraben D  
**Allottee's Address:** Vadgama

**Notified Email ID:**

**Promoter name:** SEA-KING CLUB PRIVATE LIMITED

**Promoter Address:** Hotel Golden Manor, Opposite Juhu  
Church, Juhu, Mumbai 400049

**Notified Email ID:** ppdcl.chairman@gmail.com

30. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address, email address, NEFT or RTGS data subsequent to the execution of this Agreement all communication made in the above given address by Registered Post, email id shall be deemed to have been received by the Promoter or the Allottee, as the case may be and further refunds or repayment if processed then same shall be considered to be discharged in full if same is made in the notified account as

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mentioned above and shown debited in promoter's account and Allottee shall not be entitle to claim, action or cost against the said refund or repayment made.

31. **JOINT ALLOTTEES:**

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

32. **STAMP DUTY AND REGISTRATION:**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

33. **DISPUTE RESOLUTION**

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

34. **GOVERNING LAW:**

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

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and seals and signed this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.

**FIRST SCHEDULE ABOVE REFERRED TO**  
***(Description of the said Property)***

All that piece or parcel of land or ground situate thereon and being at Juhu in Mumbai in the Registration District and sub district Mumbai containing by admeasurement 1251 sq. yards equivalent to 1046 sq. mtrs or thereabouts bearing Survey No. 37 (Plot No 3) and 3/1 Hissa No 4 (pt) and CTS No 564/1 at Opposite Juhu Church Road, Juhu, Mumbai 400049 and bounded as follows i.e. to say:

On or towards the North by : property of Horizon Hotel;  
On or towards the South by : property Janki Kutir;  
On or towards the East by : property of Hotel King's International;  
On or towards the West by : property of Nippon Society.

**SECOND SCHEDULE ABOVE REFERRED TO**  
***(Description of the said Premises)***

(i) Flat No. 1201 situated on 12<sup>th</sup> Floor of the building to be known as "PRIME MARINA" admeasuring 285.02sq.mtrs. RERA carpet area equivalent to 3068 sq. ft. (computed in accordance with the provisions of Section 2(k) of RERA and as per the RERA Rules viz. the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but including the area covered by the internal partition walls of the apartment) on the floor plans annexed as ANNEXURE "C" and "C-1" hereto alongwith the exclusive and absolute right to use the lift landings/lobbies on the 12<sup>th</sup> floors as an exclusive and limited common area and facility attached to the usage of the said Flat and (ii) the exclusive and irrevocable right to use Two (2) no of Car parking on the Ground floor of the said Building for parking vehicles and delineated in red boundary lines on the floor plan annexed as ANNEXURE "D" (hereinafter collectively called the "said Car Parking Spaces").

**THIRD SCHEDULE ABOVE REFERRED TO**  
*(Nature, extent and description of common areas and facilities / limited  
Common areas and facilities/amenities)*

- 1) Gymnasium on Podium floor
- 2) Sauna on Podium floor
- 3) Swimming pool on podium floor
- 4) Changing Room on Podium floor
- 5) Condominium Office on Podium floor



**SIGNED AND DELIVERED** by the )  
withinnamed Promoter )  
**SEA-KING CLUB PRIVATE LIMITED** )  
by the hand of its duly )  
Authorized Director )  
**Mr.** )  
in the presence of ... )

1.

2.

**SIGNED AND DELIVERED** by the )  
withinnamed Purchaser/Allottee )  
\_\_\_\_\_ )  
in the presence of ... )

1.

2.

**DRAFT WITHOUT PREJUDICE**

**R E C E I P T**

**RECEIVED** from the within named Allottee a sum of Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_ only) as and by way of part  
consideration as within mentioned, details of which are as under:

<b>Cheque No.</b>	<b>Date</b>	<b>Drawn on</b>	<b>Amount (Rs.)</b>
		<b>Add: TDS @1%</b>	
		<b>Total</b>	

**WE SAY RECEIVED  
SEA-KING CLUB PVT. LTD.**

Mr.  
Authorised Director  
**Promoter/Developer**

Witnesses:

1.

2.

Name & Signature	Photograph	Left Hand Thumb Impression
<b>SEA-KING CLUB PRIVATE LIMITED</b>  <b>Mr.</b> Authorized Director Promoter		
Purchaser/Allottee		
Purchaser/Allottee		

\*\*\*\*\*  
**DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2023**  
\*\*\*\*\*

BETWEEN

**SEA-KING CLUB PRIVATE LIMITED**  
...the Promoter

AND

\_\_\_\_\_  
...the Purchaser/Allottee

\*\*\*\*\*  
**AGREEMENT FOR SALE**  
\*\*\*\*\*