

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this ____ day of _____, in the Christian Year Two Thousand _____ (20____) ("Agreement").

BETWEEN

ASHJIT REALTIES PRIVATE LIMITED, a Company incorporated under the provisions of the Companies Act, 1956, bearing Corporate Identity No. (CIN) U45400MH2008PTC177532 and having its Registered Office at Ajmera House, 4th Floor, Pathakwadi Road, Opp. G.T. Hospital, Mumbai - 400 002, hereinafter referred to as the "Promoter" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

MR./MRS./MS. _____

Adult/s, Indian inhabitant/s, presently residing at

_____, hereinafter referred to as the "Allottee/s" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs, executors, administrators and permitted assigns) of the **OTHER PART**:

[OR] _____, a Company/Limited Liability Partnership incorporated under the provisions of the Companies Act, 1956/2013 or Limited Liability Partnership Act, 2008, having its Registered Office at

through its Director/ Designated Partner

_____, hereinafter referred to as the "Allottee/s" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, its successors and permitted assigns) of the **OTHER PART**:

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[OR] _____, a Partnership Firm registered under the provisions of the Indian Partnership Act, 1932, having its Principal Place of Business at

_____,
through its Partner _____, hereinafter referred to as the "Allottee/s" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, its Partners for the time being, the survivors or survivor of them and their or his/her heirs, executors, administrators and permitted assigns) of the OTHER PART:

[OR] _____, a Hindu Undivided Family, having its address at

_____,
through its Karta and Manager _____, hereinafter referred to as the "Allottee/s" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, (i) in case of Individual/s its Karta/Manager and Coparceners for the time being, the survivors or survivor of them and their or his/her heirs, executors, administrators and permitted assigns) of the OTHER PART:

[OR] _____, a Public/Private Trust, having its address at

_____,
through its Trustee _____, hereinafter referred to as the "Allottee/s" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its Trustees for the time being, the survivors or survivor of them and their or his/her heirs, executors, administrators and permitted assigns) of the OTHER PART:

The Promoter and the Allottee/s, parties hereto shall, in this Agreement, wherever the context so requires, be collectively referred to as the "Parties" and individually as the "Party".

WHEREAS:-

A. By virtue of the Sale of Deed dated 13th October, 2016 entered into between M/s. Rohan Developers Pvt. Ltd. (therein referred to as the

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"Vendor" of the One Part) and the Promoter herein (therein referred to as the "Purchaser" of the Other Part) and registered with the Sub-Registrar of Assurances under Serial No. BBE-2-5196 of 2017 (the "Sale Deed"), the Vendor therein sold, conveyed and transferred unto and in favour of the Promoter herein all that piece and parcel of land admeasuring about 2958 square yards equivalent to about 2473.26 square meters bearing Cadastral Survey No. 996 of Bhuleshwar Division, situate, lying and being at 4, Picket Road, (R. S. Sapre Marg), Mumbai - 400 002, within the Registration District of Mumbai City (the "Project Land / Land"), together with a Building standing thereon known as "Gita Gruh" comprising of ground plus 4 (four) upper floors (since demolished) (the "Old Building"). The Project Land / Land and the Old Building, unless individually referred to, are hereinafter collectively referred to as the "Property" and more particularly described in the **First Schedule** hereunder written.

- B. The Old Building was constructed prior to the year 1940, and prior to demolition was occupied by several tenants/occupants. The Old Building was categorized as an "A" Category Cessed Building as defined under the provisions of the Maharashtra Housing and Area Development Act, 1976 ("MHADA Act").
- C. The Promoter is thus seized and possessed of and otherwise well and sufficiently entitled to the Property, and as such is fully entitled to re-develop the Property by demolishing the Old Building standing on the Project Land and constructing thereon one or more new building/s (the "Project") at its own costs, charges and expenses and in accordance with the permissions, permits and approvals to be obtained and the plans to be sanctioned under the provisions of the Development Control and Promotion Regulations, 2034 ("DCPR - 2034") and/or any amendment thereto, from time to time, by the Municipal Corporation of Greater Mumbai ("MCGM") and/or the Maharashtra Housing and Area Development Authority ("MHADA") and on the terms as agreed herein.
- D. The Promoter has commenced the re-development of the Property by demolishing the Old Building and has commenced construction of a new building on the Project Land to be known as "Ajmera Downtown" (the "New Building") in accordance with the building rules and

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regulations and bye-laws of the MCGM and/or MHADA and the provisions of the DCPR - 2034, and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the State Government or any other Competent Authority.

- E. The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is 25000.00 square meters. The Promoter has disclosed the Floor Space Index of 19214.65 square meters as proposed to be utilised by him on the Project Land in the Project.
- F. The Project Land falls under the jurisdiction of MCGM for the approval of plans. The Promoter has obtained approvals and sanctions for the development of the New Building. The requisite approvals and sanctions for the development of New Building may be amended from time to time, in accordance with the law and/or the planning requirements, as per the requirements of the development of the New Building and/or as the Promoter deems fit and/or as may be required by any competent authority; The Promoter has got the plans, specifications, elevations, sections and details of the New Building sanctioned from the MCGM for construction of the New Building vide Intimation of Disapproval (I.O.D.) bearing Ref. No. P-0188/2019/(996)/C-Ward/Bhuleshwar/IOD/1/New dated 27th July, 2020, as amended from time to time. The MCGM has also further issued the Commencement Certificate (C.C.) dated 14th May, 2021 in respect of the New Building. The copy of the Intimation of Disapproval is hereto annexed and marked as Annexure "A", and the copy of the Commencement Certificate is hereto annexed and marked as Annexure "B".
- G. The Promoter has further obtained a No-Objection Certificate ("NOC") from the Mumbai Building Repairs and Reconstruction Board ("MBRRB") bearing No. R/NOC/F-2453/2664/MBRRB-19 dated 28th March, 2019, in furtherance of the provisions of DCPR - 2034 and the MHADA Act, for the construction of the New Building, and as per the terms and conditions of the NOC, the Promoter was under an obligation to enter into an Agreement for Permanent Alternate Accommodation with the Tenants/Occupants of the Old Building.

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Accordingly, the Promoter has entered into Agreements for Permanent Alternate Accommodation with the Tenants/Occupants of the Old Building. The copy of the NOC issued by MBRRB is hereto annexed and marked as Annexure "C".

- H. The Promoter and the Tenants/Occupants have identified and earmarked the premises to be allotted to them, and the Promoter is entitled to sell all the remaining Apartments in the New Building to be constructed by the Promoter on the Project Land and to enter into Agreements with Allottees and to receive the sale price and such other amounts in respect thereof and to execute and register the necessary deeds, documents and writing in this regard in favour of the Allottees.
- I. The Promoter have appointed an Architect M/s. Patidar Alliance, registered with the Council of Architects, and have also appointed M/s. Sura & Associates as Structural Engineers for preparing structural designs and drawings and specifications of the said New Building to be constructed on the Project Land, the Promoter and the Allottee/s accept/s the professional supervision of the said Architect and the said Structural Engineer till the completion of the said New Building unless otherwise changed.
- J. The Promoter is entitled to utilize the full Developmental Potential of the Project Land and such FSI thereof, including fungible FSI, free FSI, premium FSI, incentive FSI as per DCPR Regulation 33(7)B and TDR or any other form of FSI as may be sanctioned from time to time by the competent authorities in accordance with all applicable laws, rules and regulations as may be in force at present and/or future and at any time hereafter. The Promoter has explained to the Allottee/s and the Allottee/s has/have understood and thereafter unconditionally and irrevocably accepted and agreed that, the Promoter shall at their sole discretion be entitled to develop and utilise the FSI and development potential, purchased Transferable Development Rights (TDR)/ all available FSI with or without paying premium for the purposes of consuming and utilising it on the Property and/or merge the scheme for development on the Property with any other scheme *inter alia* to gain maximum FSI that can be

loaded and utilized on the Property, as permissible by the MCGM, DCPR - 2034 and other applicable laws from time to time.

- K. The Allottee/s hereby agree/s and confirm/s that, the Promoter shall be entitled to amalgamate/merge the Project Land with adjoining Plots for better development and planning. In such case, the Promoter is entitled to utilize the full development potential, all available FSI as per DCPR-2034 of the Project Land including the amalgamated/merged adjoining Plots. Consequently, the plan in respect of the New Building will undergo some changes. The Allottee/s hereby provide/s his/her/their/its unconditional and unequivocal consent for such amalgamation/ merger and hereby confirms that, he/she/they/it will have no objection in change of plan as a result of this. The Allottee/s further confirm/s and agree/s that, if the Promoter requires consent for such change in plan due to any statutory compliances, the Allottee/s will provide such written consent as and when required by the Promoter without any delay or demur or objection.
- L. The Promoter shall be entitled to the entire unconsumed and residual floor space index ("FSI") in respect of the New Building, and the entire increased, additional, available, future and extra FSI, whether free or by way of purchase of FSI from any authority by payment of premium or price, the change of law and policy, the purchase of transferable development rights ("TDR"), availability and increase of FSI/TDR, floating FSI, premium/incentive/fungible FSI, FSI arising due to a larger layout and the development thereof and/or FSI which is not computed towards FSI by any concerned authority or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Promoter and the Promoter may propose to utilize the same on the New Building in the manner as it deems fit and appropriate, and the Allottee/s shall not have or claim any rights, benefits or interest whatsoever including for entitlement, use and consumption in respect thereof. The Promoter shall be entitled and be at liberty to amend and vary the sanctioned plans and to carry out such additional construction on the New Building. The Allottee/s hereby consents to the above and the consent contemplated hereunder shall for all purposes be considered as the

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consent of the Allottee/s under the provision of Section 14 of Real Estate (Regulation and Development) Act, 2016 ("RERA") and the other applicable provisions of the Maharashtra Regional and Town Planning Act, 1966 and the DCPR- 2034.

- M. The Allottee/s has/have visited and inspected the site of construction on the Project Land and confirms that, the Promoter has made full disclosures in respect of the development to be carried out in respect to the New Building (including the revised plans, if any) and the Allottee/s has/have, prior to execution of this Agreement, made inquiries and is satisfied with (i) the title of the Promoter to the Project Land is clear and marketable; (ii) the entitlement of the Promoter to undertake development of the Project Land (including the New Building) as per RERA & applicable law and to sell the Premises therein; (iii) IOD, CC and approved plans obtained for the development of the New Building as well as the revised plans if any which the Promoter may/has applied for and the approvals and sanctions obtained by the Promoter in respect of the New Building; (iv) nature of rights retained by the Promoter under this Agreement. The Allottee/s hereby undertake(s) not to raise any objection and/or make any requisitions with respect to the right, title and entitlement of the Promoter to the Land. The Allottee/s has/have agreed and consented to the development of the Project.
- N. The Allottee/s had demanded from the Promoter and The Promoter has given inspection to the Allottee/s of all the documents of title relating to the Project Land, plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under RERA and the Rules made thereunder, and satisfactory inspection of the Certificate of Title issued by their Advocate appointed by them, copy of property register card ("PRC") extracts, and all other revenue records showing the title of the Promoter to the Property. A copy of the Title Certificate dated 7th August, 2021 issued by M/s. Taurus Legal, Advocates & Solicitors is annexed hereto and marked as Annexure "D", and the copy of Property Register Card is also annexed hereto and marked as Annexure "E".

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- O. The Promoter has registered the Project under the provisions of RERA with the Maharashtra Real Estate Regulatory Authority ("MahaRERA") under Registration No. P51900031924. The authenticated copy of the Certificate of Registration is attached hereto as Annexure "F".
- P. The Allottee/s hereby confirm and acknowledge that, he/she/they/it has/have obtained information relating to the sanctioned plans, layout plans along with specifications approved by the competent authority, stage wise time schedule of completion and all such information as required under RERA. The Allottee/s is/are fully satisfied with the title of the Promoter in respect of the Project Land and the Promoter's right to allot various premises in the New Building. The Allottee/s has/have entered into this Agreement after taking necessary legal advice and are entering into this Agreement after inspecting the aforesaid documents and shall never raise and objection/s to the same.
- Q. Upon satisfaction of title and entitlement of the Promoter, the Allottee/s has/have approached the Promoter to purchase and the Promoter has agreed to sell to the Allottee/s on ownership basis an Apartment being No. _____ admeasuring about _____ sq. ft., equivalent to _____ sq. mtr. carpet area (hereinafter referred to as "RERA Carpet Area") on the _____ Floor of the Building known as "Ajmera Downtown" (the "Apartment") as shown on the floor plan annexed hereto and marked as Annexure "G", together with the right to use _____ (_____) covered mechanized car parking space/s in the Building (the "Car Park/s"), at and for the consideration and on the terms and conditions more particularly set out hereinafter. The Apartment and the Car Park/s, unless individually referred to, are hereinafter collectively referred to as the "Premises" and more particularly described in the **Second Schedule** hereunder written.
- R. The Promoter has accordingly agreed to sell to the Allottee/s the Premises and the Allottee/s has/have agreed to purchase from the Promoter the Premises on such terms and conditions more particularly mentioned hereinafter.
- S. Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a sum of Rs. _____/- (Rupees

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_____) Only), as earnest money being part payment of the sale price payable for the Premises agreed to be sold by the Promoter to the Allottee/s, (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the total price in the manner hereinafter appearing.

- T. The Allottee/s has/have entered into this Agreement with full knowledge of all terms and conditions contained in the documents, papers, plans, orders, schemes, etc. as set out above. The Allottee/s confirm/s that, he/she/they/it was/were provided with the draft of this Agreement with sufficient opportunity to go through the same and has/have understood the terms and conditions thereof. After fully understanding the terms and conditions thereof the Allottee/s has/have agreed to enter into this Agreement.
- U. The Promoter has registered the Project being a single Building consisting of Basement + Stilt + 1st to 55th (part) Upper habitable Floors on the portion of the Project Land (the "Real Estate Project") under the provisions of RERA with the MahaRERA.
- V. Pursuant to Section 13 of RERA, the Promoter hereby executes this written Agreement for Sale with the Allottee/s, and shall register these presents in accordance with the provisions of the Registration Act, 1908.
- W. Now, therefore, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties hereto have agreed to enter into this Agreement on the terms and conditions as recorded hereinafter.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the Parties hereto as follows:

1. Interpretation:

- 1.1.** The Parties hereto declare and confirm that, the foregoing recitals shall form an integral part of the operative part of this Agreement and

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shall legally bind the Parties with full force and effect, as if the same are set out herein verbatim.

- 1.2. Words and expressions used herein but not defined, and defined in the Real Estate (Regulation and Development) Act, 2016, shall have the meanings respectively assigned to them in that Act.

2. Construction of New Building:

The Promoter is as aforesaid constructing a **New Building** to be known as "Ajmera Downtown" on the Project Land, and shall construct the New Building consisting of Basement + Stilt + 1st to 55th (part) Upper Floors along with other space reserved for parking vehicles, in accordance with the plans, specifications and designs approved/that may be approved by MCGM/MHADA or other appropriate local authority which have been seen, verified and approved by the Allottee/s, with such variations and modifications as the Promoter may consider necessary or as may be required by the concerned authorities or government from time to time or become necessary due to architectural and structural reasons. The Promoter may in due course of time, submit amended plan in respect of New Building. Execution of this Agreement shall operate as an irrevocable consent in writing of the Allottee/s to the Promoter carrying out such changes in the New Building plans:

3. Promoter's Right to Amalgamate Adjoining Plots:

- 3.1. It is agreed, understood and confirmed by the Allottee/s that, the Promoter is entitled, at its sole discretion if deemed fit and without any recourse to the Allottee/s, to amalgamate/merge the Project Land with adjoining Plots for the purpose of better development and planning. In such case, the Promoter is entitled to utilize the full development potential as well as all available FSI as per DCPR - 2034 in respect of the entire amalgamated/merged Plot including the Project Land and such other adjoining Plots, if any. Consequently, the plan in respect of the New Building might undergo some changes.
- 3.2. The Allottee/s hereby provide/s his/her/their/its unconditional and unequivocal consent for any such amalgamation/ merger of the Project Land with other adjoining Plots, and hereby confirms that

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he/she/they/it will have no objection in case of any change of plan as a result of such amalgamation/ merger.

- 3.3. Even otherwise, the Allottee/s further confirm/s and agree/s that, if the Promoter requires consent for such change in plan due to any statutory compliances, then, the Allottee/s shall provide such written consent as and when required by the Promoter without any delay, demur or objection.

4. Allotment of Apartment:

- 4.1. The Allottee/s agree/s to purchase from the Promoter, and the Promoter agrees to sell to the Allottee/s, on popularly called as "ownership basis", an Apartment being No. _____ admeasuring about _____ sq. ft., equivalent to _____ sq. mtr. RERA Carpet Area on the _____ Floor of the Building known as "**Ajmera Downtown**" to be constructed on the Land bearing Cadastral Survey No. 996 of Bhuleshwar Division, situate, lying and being at 4, Picket Road, (R. S. Sapre Marg), Mumbai - 400 002 (the "**Apartment**") as shown in the floor plan thereof hereto annexed and marked Annexure "**G**", together with the exclusive right to use _____ (_____) covered mechanized car parking space/s in the Building (the "**Car Park/s**") (the Apartment and the Car Park/s, wherever applicable, are hereinafter collectively referred to as the "**Premises**"), at and for the price of Rs. _____/- (Rupees _____ Only) (the "**Consideration**"), inclusive of the proportionate price of the common areas and facilities appurtenant to the Apartment. The Premises agreed to be sold hereunder are more particularly described in the **Second Schedule** hereunder written.

- 4.2. The Consideration shall be exclusive of all taxes, levies, duties, cesses etc. All such taxes, levies, duties, cesses (whether applicable/payable now or become applicable/payable in future) including Goods & Services Tax ("**GST**") shall be borne and paid by the Allottee/s alone and the Promoter shall never be liable, responsible and/or required to bear and/or pay the same or any part thereof.

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4.3. **The List of the Amenities:**

The internal fitting and fixtures in the Apartment shall be provided by the Promoter are listed in Annexure "H" annexed hereto. The Allottee/s is/are satisfied with the fittings and fixtures mentioned therein. The List of the common /limited areas and facilities of the building are more properly mentioned in Annexure "I" annexed hereto.

- 4.4. The exact location and dimension of Parking Space will be finalized by the Promoter only upon completion of the Project in all respects. The Parking Space shall be for use of the Allottee/s. The Allottee/s hereby agree that, the Allottee/s will not raise any dispute about the suitability of the parking space as constructed and allotted by the Promoter. The Allottee/s is/are aware that, just as the Parking Space will be allotted for his/her/their/its exclusive use, similar exclusive usage rights of the respective parking spaces to other Allottees of Premises in the New Building shall be granted by the Promoter and that, the same shall be binding on the Allottee/s, his/her/their/its nominees and assigns. The details of the allotment of the Parking Spaces will be handed over to the proposed Society. The Allottee/s shall cause the proposed Society to ratify the parking allocation in favour of the Allottee/s and further that, the Allottee/s shall not cause the proposed Society to change the allocation of Parking Spaces of other Allottee/s.

5. **Development Potential / Floor Space Index (FSI):**

- 5.1. At present, the Promoter estimates that, the full and maximal development potential of the Project and the Land may permit utilization of upto 14288.45 square meters FSI plus Compensatory Fungible FSI plus free of FSI areas/Premium FSI /Incentive FSI on the Free Sale Portion / Land. The aforesaid development potential may increase during the course of development of the Project, and the Promoter shall be entitled to all such increments, profits, benefits, advantages and accretions to the Project / Land until receipt of Full Occupation Certificate.

- 5.2. The Consideration is derived on the basis that (a) the Promoter shall be entitled to utilize the entire unconsumed and residual Floor Space Index (FSI), if any, in respect of the Land, and the entire increased,

additional, future and extra FSI (whether by way of purchase of FSI from the layout and/or purchase of FSI from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of TDR and/or premium/incentive/fungible FSI or FSI/benefit against land acquired for road widening, set back, amalgamation or otherwise) before execution of the Deed of Conveyance/Lease in favour of the Society / Condominium / Company (as the case may be) and (b) the Allottee/s has/have accorded his/her/their/its irrevocable consent to the Promoter whereby the Promoter shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the Property / Land, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Promoter may deem fit in its sole discretion and/or to the Sanctioned Plans (from time to time) before execution of the Deed of Conveyance/Lease in favour of the Society / Condominium / Company (as the case may be), and/or after the statutory vesting of the New Building in favour of the Society/Ultimate Body.

6. Consideration :

6.1 The Allottee has/have paid to the Promoter on or before the execution of this Agreement a sum of Rs. _____/- (Rupees _____ Only) (not exceeding 10% of the total consideration) as Earnest Money and hereby agrees to pay to the Promoter the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner:-

- (i) Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 30% of the total sale consideration) to be paid to the Promoter after the execution of Agreement.
- (ii) Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 45% of the total sale consideration) to be paid to the Promoter, on completion of the Plinth of the New Building in which the Premises is located.

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- (iii) Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 80% of the total sale consideration) proportionately to be paid to the Promoter, on completion of the slabs including podiums and stilts of the New Building in which, the Premises is located.
- (iv) Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 85% of the total sale consideration) to be paid to the Promoter on completion of the Internal Plumbing, Flooring, Tiling and Painting of the Premises.
- (v) Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 90% of the total sale consideration) to be paid to the Promoter on completion of the Lifts, Water Pumps, Electrical Fittings, Entrance Lobby.
- (vi) Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 85% of the total sale consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the New Building in which, the premises is located.
- (vii) Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 92.5% of the total sale consideration) to be paid to the Promoter on completion of the External Plumbing, Elevation, Terrace with Waterproofing.
- (viii) Amount of Rs. _____/- (Rupees _____ Only) (not exceeding 95% of the total sale consideration) to be paid to the Promoter on completion of the Electro, Mechanical, Environmental requirements, Fire Fighting and Paving of Areas.
- (ix) a sum of Rs. _____/- (Rupees _____ only) being the balance amount payable against Possession of the Premises being offered by the Promoter to the Allottee/s, pending the execution of Deed of Lease / Deed of Conveyance in favour of any Co-operative Housing Society or Limited company or condominium of Premises, as the case may be.

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- 6.2 The Promoter shall issue a written notice to the Allottee/s intimating the Allottee/s about the stage-wise completion of the New Building (the payment at each stage is individually referred to as the "Instalment" and collectively as the "Instalments"). Each Instalment shall be paid by the Allottee/s within 7 (seven) days of the Promoter making a demand for the payment of the Instalment without any delay, demur or default, time being ESSENCE OF THE CONTRACT. An intimation forwarded by email/ post by the Promoter to the Allottee/s at the address given by the Allottee/s under this Agreement that a particular stage of construction has commenced or is completed shall be sufficient proof that a particular stage of construction has commenced or is completed, as the case may be. The Promoter shall keep the Certificate of their Architect/s certifying that, the Promoter have carried out/commenced the aforesaid work and such Certificate will be open for inspection to the Allottee/s at the Office of the Promoter. The said Certificate shall be valid and binding upon the Allottee/s and the Allottee/s agrees not to dispute the same. The payment by the Allottee/s in accordance with the terms of this Agreement is one of the principal, material and fundamental terms of this Agreement (time being of essence). The Promoter has agreed to allot and sell the Premises to the Allottee/s at the Consideration *inter alia* specifically because of the Allottee/s having agreed to pay the Consideration in the manner more particularly detailed herein.
- 6.3 It is further agreed that, for the amount which becomes due and payable by the Allottee/s on the basis of achieving certain milestone, then irrespective of the proposed date on which such milestone was to be achieved, as per proposed schedule of progress disclosed to the Allottee/s, the amount shall become payable by the Allottee/s on the date on which such milestone is actually achieved. The Promoter shall be entitled to construct the New Building faster and complete it earlier than what is disclosed as the proposed schedule of progress.
- 6.4 The Allottee/s agree/s and declare/s that, in the event, the Allottee/s intend/s to procure any loan or financial assistance for purchasing the Apartment, then, the Allottee/s shall ensure that such Bank/s or Financial Institution pays the Instalments regularly and punctually and any delay in the payment of the said Instalments by the Bank/s or the Financial Institution shall amount to a breach of the terms and conditions of this Agreement and the consequences mentioned in this Agreement shall accordingly follow.

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- 6.5 The Consideration shall be paid only to the Promoter and all payments shall be made by way of demand drafts/ pay orders/ cheques/ RTGS, or NEFT. The Allottee/s is/are aware that, the Allottee/s is/are required to deduct tax at source (TDS) in accordance with the applicable rates as per the Income Tax Act, 1961 and shall cause the TDS Certificate to be issued in accordance with the Income Tax, 1961 at the earliest. It is clarified that, the deduction made in the amount paid by the Allottee/s to the Promoter under this Agreement on account of TDS shall be acknowledged by the Promoter, only upon the Allottee/s submitting the original tax deduction at source certificate and provided that, the amount mentioned in the certificate matches with the Income Tax Department site. Provided further that, if at the time of taking possession of the Premises, if any such certificate is not produced, the Allottee/s shall deposit such equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee/s producing such certificate within 4 (four) months from the Allottee/s taking possession of the Premises. Provided further that, in case the Allottee/s fails to produce such certificate within the stipulated period of 4 (four) months, the Promoter shall be entitled to appropriate the said deposit unto itself as and by way of receivables from the Allottee/s.
- 6.6 The Allottee/s hereby undertakes to pay the amount of the GST along with each instalment. The Promoter shall not be bound to accept the payment of any instalments unless the same is paid along with the amount of the GST applicable thereon and the Allottee/s shall be deemed to have committed a default in payment of amount due to the Promoter hereunder, if such payment is not made along with the GST amount. In case of any delay or failure in making the payment and/or taxes as aforesaid, the Allottee/s shall be liable to pay the interest and/or any penalty levied by the concerned authority/authorities in respect thereof, and the same shall be deemed to be a default in payment of amount due to the Promoter and will result in termination of this Agreement and forfeiture by the Promoter of the amounts paid hereunder, if such payment is not accompanied with the applicable GST. The Consideration is exclusive of legal charges, development charges, betterment charges, taxes, levies, duties, cesses, etc. All such taxes, levies, duties, cesses (whether applicable/payable now or become applicable/payable in future) including amendment to Goods and Services Tax (GST) and/or all other indirect taxes/duties, impositions applicable levied

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in present or in future by the Central and/or State Government and/or any local, public or statutory authorities/ bodies on any amount payable under this Agreement and/or in respect of the Apartment and/or in respect of the transaction contemplated herein shall be borne and paid by the Allottee/s alone and the Promoter shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.

- 6.7 If on account of any change/modification/amendment in the present statute or laws or rules and policies by the Central Government or the State Government, any other taxes become payable hereafter on the amounts payable by the Allottee/s to the Promoter in respect of this Agreement and/or the GST levied is increased, the Allottee/s shall be solely and exclusively liable to bear and pay the same and the Allottee/s doth hereby agree and indemnify and keep indemnified the Promoter and its successors-in-title and assigns in respect thereof.
- 6.8 The 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 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/s for increase in development charges, costs, or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification/order/rules/regulations published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s.
- 6.9 The Allottee/s is/are aware that, in the event any cheque issued by the Allottee/s to the Promoter with respect to any amounts payable by the Allottee/s in connection with the Premises is dishonoured / returned unpaid for whatsoever reason, then, the cheque return charges of Rs.5,000/- (Rupees Five Thousand Only) and an amount equivalent to 1% of the cheque amount towards administrative expenses per event will be additionally payable by the Allottee/s by way of reasonable pre- estimate of damages in the nature of liquidated damages to the Promoter, including GST thereon, if any applicable on such charges.
- 6.10 Notwithstanding anything to the contrary, the Allottee/s hereby unconditionally and irrevocably authorizes the Promoter to adjust/

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appropriate all payments made by the Allottee/s, firstly against any cheque return charges and administrative expenses as mentioned herein, secondly against any interest on delayed payments, thirdly against any Government dues / taxes payable with respect to the Premises, and lastly against any outstanding dues / amounts (including the Consideration) in pursuance of this transaction. The Allottee/s irrevocably authorises the Promoter to adjust/appropriate all payments made by him/her/them/it under any head(s) of dues against lawful outstanding, if any, in his/ her/their/its name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust such payments in any manner. The rights of the Promoter under this clause are without prejudice to the rights and remedies of the Promoter under this Agreement and at law including the right to terminate this Agreement.

6.11 The Allottee/s declares and confirms that, all the payments under this Agreement made by Allottee/s shall always be from the bank account of the Allottee /Joint Allottee/s only. In the event of any payment being made by the Allottee/s, from any other person's account (excluding Joint Allottee/s) then the same shall be deemed to have been made by such other person at the request and behest of the Allottee/s / Joint Allottee/s. It is agreed between the Parties hereto that, any payment made by any person other than the Allottee/s will not create any right, title or interest in the Apartment in favour of such other person.

6.12 The Promoter has specifically informed the Allottee/s that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee/s to the Promoter, the Allottee/s shall be liable to provide the source of the amount paid by the Allottee/s to the satisfaction of such authorities or an agency. The Allottee/s hereby indemnify/indemnifies the Promoter and continue to keep the Promoter indemnified against all expenses, charges and payments arising out of failure of providing satisfactory reply to the statutory or Government or Semi-Government Authority or agency or Revenue Authorities or any other statutory authorities for any amount paid by the Allottee/s either from his/her/their/its own account or made through third party.

6.13 In the event the Allottee/s is/are not able to satisfy the statutory Authorities about the source of the payment made to the Promoter, then the Promoter

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shall be entitled to withhold the possession of the Premises or exercise the option to terminate this Agreement. It is expressly agreed that, upon such termination by the Promoter, the Allottee/s shall have no right, title, interest, demand, claim or lien over the Apartment and the Car Park(s) in any manner whatsoever.

6.14 The Promoter shall have a first lien and charge on the Premises agreed to be acquired by the Allottee/s in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this Agreement.

7 **Other Charges:**

In addition to the Consideration payable, the Allottee/s further agree/s and undertake/s to pay the amounts as mentioned hereunder: -

7.1 The Allottee/s shall on or before taking possession of the Premises make payment to the Promoter of the following amounts by way of cheque/demand draft/RTGS/NEFT ("**Other Charges**"):-

- (i) Rs. _____/- for Share Money Application and Entrance Fee of the New Society;
- (ii) Rs. _____/- for Formation and Registration of the New Society;
- (iii) Rs. _____/- for proportionate share of Development Infrastructure Charges;
- (iv) Rs. _____/- towards Security Deposit towards Outgoings of New Society;
- (v) Rs. _____/- for Deposit towards Water, Electric, and other utility and services connection Charges;
- (vi) Rs. _____/- towards Mahanagar Gas Connection/Deposit
- (vii) Rs. _____/- for Legal Cost, Charges and Expenses.

7.2 The Promoter shall establish and register a Co-operative Society/ Condominium/ Limited Company of Allottees and the Allottee/s shall be enrolled as member/s thereof within a period of 1 (one) month after receiving a written intimation thereof from the Promoter. For the aforesaid purpose, the Allottee/s shall from time to time sign and execute the application for membership and other papers and documents necessary for being member of such Co-operative Society/Condominium/Limited Company: PROVIDED HOWEVER that the Allottee/s shall be entitled to be enrolled as member/s of such Co-operative Society/ Condominium/ Limited Company only after the

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Allottee/s has/have paid the full Consideration and all the amounts payable hereunder to the Promoter and/or any other authority/ authorities.

8 Rights of the Promoter:

In addition to what is stated elsewhere in this Agreement, the rights of the Promoter with respect to the New Building and the Project Land, shall include the following:

- 8.1 Till the transfer in favour thereof in terms of this Agreement and till the Allottee/s has/have paid the entire Consideration to the Promoter in full along with all other amounts/deposits payable in terms of this Agreement, the Allottee/s shall not let, sub-let, transfer, assign or part with the Allottee's interest or benefit under this Agreement or part with the possession of the Premises without prior written permission of the Promoter.
- 8.2 The Promoter shall be entitled to make any variations, alterations, amendments or deletions with respect to the development of the New Building and the Project Land. relocate/realign service and utility connections and lines, open spaces, common areas and facilities, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Promoter may deem fit in its sole discretion and/or to the sanctioned plans (from time to time) at any time before receipt of Occupation Certificate.
- 8.3 The Promoter shall always have a right to get the benefit of additional Floor Space Index for construction from the sanctioning authorities for the Project Land and also to make the additions, alterations, raise storeys or put-up additional structures as may be permitted by the sanctioning authorities and other the competent authorities and such additional structures and storeys will be the property of the Promoter including additional storeys to the said Building.
- 8.4 The Promoter is entitled to and is irrevocably authorised to alter/ modify the layout of the New Building and the Project Land, including alter/ relocate or re-shape any of the common areas facilities and amenities shown in the presently approved Plan.
- 8.5 It is expressly agreed and the Allottee/s is/are aware that, as a result of changes in the layout plans and/or building plans of the New

Building including the Project Land including by reason of utilisation of the entire increased, additional, future and extra F.S.I. (either purchased from the third parties and/ or the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of FSI by whatever name which may be acquired by the Promoter) and/or amalgamation of the development of the Project Land with any land or other scheme (under any of the provisions of the applicable law), the share proportion of the Premises in/to the common areas and facilities as the case may be may increase or decrease; the Allottee/s hereby expressly consent/s to such changes and hereby expressly authorise/s the Promoter to so increase or decrease or change any of the common areas or facilities and/or amenities and/or to increase or decrease the share of the Premises in such common areas and facilities and hereby irrevocably agrees to such change as aforesaid.

- 8.6 Till the entire development of the New Building and the Project Land has been completed in all respects, the Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard and the Allottee/s shall not hinder or obstruct the Promoter in this regard or in the exercise by the Promoter of its aforesaid rights.
- 8.7 The Promoter shall be at liberty to sell, assign, transfer, lease, mortgage or otherwise deal with its right, title and interest in its share of saleable area, provided that the same does not in any way materially prejudice the right of the Allottee/s in respect of the Premises.
- 8.8 The Promoter may avail financial assistance from banks, institutions and other persons against security of its balance saleable area / flat and/or construction made/to be made thereon, which have been/shall be charged to such banks/financial institutions/other persons as security for repayment of the financial assistance taken from them.

8.9 The Promoter hereby agrees that, before handing over possession of the Apartment to the Allottee/s, it shall make out clear and marketable title in respect thereof and shall obtain a letter releasing charge of such Bank/s and/or financial institution/s, if any, enabling the Promoter to complete the sale in respect of the said Apartment in favour of the Allottee/s, free of any of their charge or claim over the same.

8.10 It is hereby expressly agreed, clarified and understood that, so long as it does not prejudice the rights created in favour of the Allottee/s under this Agreement in respect of the Allottee/s, the Promoter shall be absolutely entitled to and have the right to create charges or liens on, encumber, mortgage, sell, assign, transfer, dispose of, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, title, privileges, and/or claims in respect of the balance sale Apartment.

8.11 Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any one or more persons/agency ("Facility Management Agency") to manage the operation and maintenance of the New Building, common amenities, common areas, facilities and infrastructure of the New Building after the completion of the development of the Project Land; the Promoter shall have the authority and discretion to negotiate with such Facility Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them; the cost incurred in appointing and operating the Facility Management Agency shall be borne and paid by the Allottees and/or occupants of the New Building including the Allottee/s herein on a pro rata basis; such charges may vary and the Allottee/s agree/s that, he/she/they/it shall not raise any dispute regarding the appointment of any Facility Management Agency by the Promoter for any part of the Project including the New Building or towards the maintenance charges determined by such agency.

8.12 It is agreed and understood by the Allottee/s that, the cost of maintenance of the said Building and other common areas, facilities and infrastructure in the Project Land shall be borne and paid by only the Allottee/s and other Allottees/Occupants on a pro rata basis. The

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Allottee/s agree to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Co-operative Society/Condominium/Limited Company and/or the Facility Management Agency, including without limitation, payment of the Allottee's share of the service charges that may become payable, from time to time.

8.13 The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the Project Land till such time as the Project Land together with the New Building have been handed over to the Co-operative Society/ Condominium/ Limited Company to be formed of the Allottees.

8.14 The Promoter shall be entitled to construct site offices/sales lounge on the Project Land and shall have the right to access the same at any time without any restriction whatsoever.

9 Covenants of the Promoter:

9.1 Possession of the Premises: The Promoter shall give possession of the Premises to the Allottee/s on or before 31st December, 2027, subject to payment made by the Allottee/s of the requisite instalments of the Consideration and all other taxes and other amounts due and payable in terms of this Agreement:

PROVIDED that the Promoter is entitled to reasonable extension of time for giving delivery of the Premises on the Possession Date if the completion of the said Building in which the said Apartment is situated, is delayed on account of any force majeure/vis majeure event including but not limited to the following:

- (i) Any force majeure events;
- (ii) Act of God, for e.g., fire, drought, flood, earthquake, epidemics, pandemic outbreaks, natural disasters;
- (iii) Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters, or other intermediaries or due to any other reason whatsoever;
- (iv) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or

direction from any Government Authority that prevents or restricts the Promoter from complying with any or all the terms and conditions as agreed under this Agreement;

- (v) Any legislation, order or rule or regulation made or issued by the Government or any other authority which would affect the development;
- (vi) Any notice, order, rule, notification of the Government and /or other public or Competent Authority/Court;
- (vii) If any matter or issue relating to approvals, permissions, notices, notifications by the Competent Authority/Authorities become subject matter of any Suit/Writ before a Competent Court;
- (viii) Extension of time for giving possession as may be permitted by the Regulatory authority under RERA for reason where actual work of the Project could not be carried by the Promoter from any Court of Law, or Tribunal, Competent Authority, Statutory Authority, high power committee, etc. or due to such circumstances as may be decided by the Authority and for reasons beyond control of the Promoter;
- (ix) Any stay order/injunction order issued by any Court of Law, Competent Authority, MCGM, Statutory Authority;
- (x) If any Competent Authority/Authorities refuses, delays (including administrative delays), withholds, denies the grant of necessary approvals for the said Flat/Building;
- (xi) Any event or circumstances analogous to the foregoing;
- (xii) Any other circumstances that may be deemed reasonable by the MahaRERA:

"Force Majeure Event" shall mean any event or circumstance or combination of events or circumstances set out below that materially affects any Party in the performance of its obligations in accordance with the terms of this Agreement, but only if and to the extent that such events and circumstances pertain to the Project as applicable, or have a direct effect on the execution of

the Project and are not occasioned by any default or breach on the part of such Party and include the following:

- (a) Earthquake, flood, inundation and landslide.
- (b) Storm, tempest, hurricane, cyclone, lightning, thunder, Natural Disaster, Act of God or other extreme atmospheric disturbances.
- (c) Fire caused by reasons not attributable to a Party.
- (d) Acts of terrorism or reason beyond control of the Promoter.
- (e) War, hostilities (whether declared or not), civil commotion, invasion, act of foreign enemy, rebellion, riots, Lockdown, weapon conflict or military actions, civil war, radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.
- (f) Change in Applicable Law.
- (g) Acts of expropriation, compulsory acquisition or takeover by any government agency of the Project or any part thereof or of a Party's rights in relation to the Project.
- (h) Early determination of this Agreement for reasons of national emergency or national security.

PROVIDED FURTHER that the Promoter shall not be held responsible or liable for not performing or delay in performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered due to force majeure as defined hereinabove or on account of defaults by the Allottee/s.

9.2 Compliances: The Promoter shall observe, perform and comply with all the terms, conditions, stipulations and restrictions, imposed by MCGM/MHADA and any other competent authority and will also comply with the terms and conditions of all sanctioned plans.

9.3 Construction as per sanctioned plans: The New Building shall be constructed and completed in accordance with the sanctioned plans and permissions with such modifications thereto as may be made by the Promoter as set out herein. Before the Promoter has offered the possession of the Premises to the Allottee/s, the Promoter will endeavour and cause to obtain necessary approvals from the Appropriate Authorities in respect of the New Building.

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9.4 Defect liability: If within a period of 5 (five) years from the date of handing over the Apartment to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect (workmanship defects) in the Apartment or the New Building, then, wherever possible such defects shall be rectified by the Promoter 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, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the wilful default and/or negligence of the Allottee/s and/or any other Allottees in the Real Estate Project:

PROVIDED that the Allottee/s have not changed or modified the exact natures and original theme given at the time of Possession by the Promoter:

PROVIDED further that the Allottee/s should not apply, reconstruct/ redesign or reapply new materials which can damage original materials / plasters/ walls/ internal walls etc.

PROVIDED however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the Premises or New Building and in specific the structure of the New Building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water.

The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of premises by the Occupants, vagaries of nature etc.

It is clarified that it shall be the responsibility of the Allottee/s to maintain his/her/their/its Premises in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his/her/their/its Premises are regularly filled with white

cement/epoxy to prevent water seepage. Further, where the manufacturer warranty as shown by the Promoter to the Allottee/s end before the defects liability period and such warranties are covered under the maintenance of the premises, and if the annual maintenance contracts are not done/renewed by the Allottee/s, the Promoter shall not be responsible for any defects occurring due to the same.

- i. The Allottee/s has been made aware and that, the Allottee/s expressly agrees that the regular wear and tear of the Premises and New Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that, before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert, who shall be a nominated surveyor, who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the New Building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

10 **Handover of Possession:**

- 10.1 Upon obtaining the Occupancy Certificate from the MCGM/MHADA and subject to payment by the Allottee/s of the requisite instalments of the Consideration and all other taxes / amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the Apartment to the Allottee/s in writing within 15 (fifteen) days from the date of Occupancy Certificate ("**Possession Notice**").
- 10.2 Upon receiving the Possession Notice from the Promoter, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be required by the Promoter and the Promoter shall give possession of the Apartment to the Allottee/s.

- 10.3 The Allottee/s shall take possession of the Apartment within 15 days of the Possession Notice (the "Possession Period").
- 10.4 Irrespective of whether the Allottee/s take/s or fail/s to take possession of the Apartment within the Possession Period, such Allottee/s shall become liable to pay maintenance charges and all other charges with respect to the Allottee/s as applicable and as shall be decided by the Promoter or the Co-operative Society/ Condominium/ Limited Company within 15 (fifteen) days of receipt of the Possession Notice.
- 10.5 The Allottee/s shall be liable to bear and pay his/her/their/its proportionate share i.e. in proportion to the carpet area of the Apartment, of outgoings in respect of the Real Estate Project including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levied 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.
- 10.6 The Allottee/s shall pay to the Promoter or the Co-operative Society/Condominium/Limited Company such proportionate share of outgoings as may be determined by the Promoter or the Co-operative Society/Condominium/Limited Company at its sole discretion. The Allottee/s further agree/s that, till the Allottees' share is so determined by the Promoter or the Co-operative Society/Condominium/Limited Company the Allottee/s shall pay the provisional monthly contribution towards the outgoings. The amounts so paid by the Allottee/s shall not carry any interest.
- 10.7 The Allottee/s hereby agrees that, in the event of any amount becoming payable to MHADA / MCGM or the State Government, by way of betterment charges, development taxes or any other payment of a similar nature in respect of the Land and/or the Project thereon, the same shall be paid/reimbursed by the Allottee/s to the Promoter, in the proportion in which the area of the Premises shall bear to the ultimate total area of all the premises in the Project. The Allottee/s

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are aware that, the Promoter has given certain undertakings to MHADA / MCGM with regard to the Project. The Promoter shall be liable to fulfil all the terms and conditions under the said undertakings, so far as the Premises is concerned, upto the Possession Date. Thereafter, the Allottee/s shall be liable to fulfil all the terms and conditions of the said undertakings so far as the Premises is concerned at his/her/their/its own cost and expense.

10.8 The Allottee/s shall deposit a lump sum amount towards the interest free deposit for carrying out interior work in the Apartment. The said Deposit shall be forfeited in the event of non-compliance with any of the terms and conditions as stated in the Promoter's approval by the Allottee/s. The said Deposit shall be refunded by the Promoter at the time of completion of work of the Apartment and after compliance of all terms and conditions as stated in the Promoter's approval by the Allottee/s.

10.9 The Promoter is at liberty and sole discretion and entitled to enter into any Agreement for Sale of Apartments constructed/to be constructed on the Project Land and any part thereof.

10.10 The Promoter shall maintain a separate account in respect of sums received from the Allottees as advance or deposit, sums received on account of the share capital for the formation of the Society or Condominium or Company (as the case may be) or towards the outgoings and shall utilize the amounts only for the purposes for which they have been received.

11 **Representations and Warranties of the Allottee/s:**

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

- (i) He/She/They/It is competent to enter into contract and is/are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants, etc. contained herein;
- (ii) He/She/They/It 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;

- (iii) No receiver and/or resolution professional and/or liquidator and/or official assignee or any other person is appointed in the case of the Allottee/s or all or any of his/her/their/its assets and/or properties;
- (iv) None of his/her/their/its assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.;
- (v) No notice is or has been received from a Government in India (either Central, State or Local) and/or from any other Government abroad and/or any proceedings initiated against the Allottee/s for his/her/their/its 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/it;
- (vi) No execution or other similar process is issued and/or levied against him/her/them/it and/or against any of his/her/their/its assets and properties;
- (vii) He/She/They/It has/have not compounded payment with his/her/their/its creditors;
- (viii) He/She/They/It is/are not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the Project Land and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments.

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.

12 Representations and Warranties of the Promoter:

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

- (i) The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Project

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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;
- (iv) There are no litigations pending before any Court of law with respect to the Project;
- (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, 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 and common areas;
- (vi) The Promoter has represented to the Allottee/s that, the 1st, 2nd, 45th & 46th Floor of the New Building are proposed as commercial units for rehabilitating the original tenants/occupants of the property. The Allottee/s is informed that, the Entrance Lobby of the Stilt and the Elevator No.5 to be constructed in the New Building will be made available for the use and enjoyment of original commercial tenants/occupants, who are allotted commercial units on the 45th & 46th Floor. The Entrance Lobby alongwith the Elevator more particularly marked by Red colour hatched lines on the plan annexed herewith as Annexure-"J" for the exclusive use of the original tenants/occupants, who is allotted commercial units on the 45th & 46th Floor.
- (vii) 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/s created herein, may prejudicially be affected;

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- (viii) 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 and the Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;
- (ix) The Promoter confirms that, the Promoter is not restricted in any manner whatsoever from selling the Premises to the Allottee/s in the manner contemplated in this Agreement;
- (x) 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 Project to the competent Authorities till possession is offered to the Allottee/s as per terms hereof and thereupon shall be proportionately borne by the Co-operative Society/Condominium/Limited Company (as the case may be);
- (xi) 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 Project Land) has been received or served upon the Promoter in respect of the Project Land and/or the Project except for those disclosed to the Allottee/s.

13 Covenants of the Allottee/s:

The Allottee/s himself/herself/themselves/itself and with the intention to bind all persons into whomsoever hands the Apartment may come, doth hereby covenant with the Promoter as follows, for the purpose of *inter-alia* ensuring the soundness and safety of the New Building, for maintaining the value of the New Building, and for ensuring that any easement in respect of any of the aforesaid remains unaffected: -

- (i) Not to do or suffer to be done anything in or to the New Building, Apartment, 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 Project or to the Apartment itself or any part thereof and to maintain the Apartment (including sewers, drains, pipes) and appurtenances thereto at the Allottees' own cost in good repair and condition from the expiration of the Possession Period and not to demolish or cause to be demolished the Apartment or any part thereof and/or make/cause to make any addition or alteration of whatsoever nature in the Apartment and in particular so as to support, shelter and protect other parts of the New Building;

- (ii) Not to raise any objection to the Promoter completing the construction of the Project (including additional floors on the thereon) 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 Apartment;
- (iii) Not to object to the Promoter laying through or under or over the Project Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., on any portion of the Project Land;
- (iv) That the Allottee/s is/are aware that, the New Building is constructed with open spaces deficiency and that neither the Promoter nor MCGM shall be held liable for the same at any point of time;
- (v) Not to object to development of plots adjoining to the Project Land with deficient open space at any point of time;
- (vi) To use the mechanical car parking system or car lift installed in the New Building at his/her/their/its own risk and not to hold the Promoter or MCGM responsible in case of any failure thereof at any point of time;
- (vii) Not to object or make any complaints to the Promoter and/or to MCGM in respect of any inadequacy of manoeuvring space for the Car Park/s;

- (viii) Not to object to the area of the Apartment and not to hold the Promoter and/or MCGM liable for the same on ground of any inadequacy whatsoever;
- (ix) Not to change the user of the Apartment and to comply with stipulations and conditions laid down by the Promoter/its designated Project Manager or the Co-operative Society/Condominium/Limited Company with respect to the use and occupation of the Apartment;
- (x) Not to make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent;
- (xi) Not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces;
- (xii) Not to make any alteration including but not limited to the external elevation/windows/grills/main door of the Apartment and outside colour scheme of paint and glass of the New Building and not cover/enclose the planters and service slabs or any of the projections from the Apartment, within the Apartment, 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 Apartment, nor do/cause to be done any hammering for whatsoever use on the external/dead walls of the New Building or do any act to affect the FSI/development potential of the Project Land;
- (xiii) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the expiration of the Possession Period (irrespective whether the Allottee/s takes possession or not) and shall not do or suffer to be done anything in or to the New Building which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the New Building and the Apartment itself or any part thereof without the consent of the local authorities and Promoter;

- (xiv) Not to store anything on the refuge floor nor store any goods in the Apartment which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the New Building 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 New Building in which the Apartment is situated, including entrances of the New Building and in case any damage is caused to the New Building or the Apartment/Premises on account of negligence or default of the Allottee/s or any other person employed and appointed by him/her/them/it in this behalf, the Allottee/s shall be liable for the consequences of the breach and damages caused;
- (xv) To carry out at his/her/their/its own cost all internal tenantable repairs to the Apartment and maintain the Apartment in the same condition, state and order in which it was offered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the New Building or the Apartment 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/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- (xvi) 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/or the New Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (xvii) Not to affix air conditioner/s at any other place other than at the location earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the New Building or any part thereof in any manner whatsoever;

- (xviii) Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the New Building or any part thereof in any manner whatsoever;
- (xix) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the compound or any portion of the Project Land and/or the New Building;
- (xx) Not to display at any place in the Apartment or the New Building or any part thereof any bills, posters advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the New Building or any part thereof or common areas therein or in any other place or on the window, doors and corridors of the New Building or any part thereof or anywhere else whatsoever on the Project Land or any structures thereon;
- (xxi) Not to do or permit to be done any renovation/repair within the Apartment In the event of the Allottee/s carrying out any renovation/repair within the Apartment then in such event the Promoter shall not be responsible for rectification of any defects noticed within the Apartment or of any damage caused to the Apartment or the New Building on account of such renovation/repair;
- (xxii) Not to object and /or not to cause obstruction in the usage of the Elevator No.5 to be constructed in the New Building, which will be for the exclusive use of the original tenants /occupants, who are allotted commercial units on the 45th & 46th Floor of the New Building.
- The Allottee/s agree, declare and confirm that the Allottee/s have no objection to the 1st, 2nd, 45th & 46th Floor of the New Building being proposed as commercial units for rehabilitating the original tenants / occupants of the property.
- (xxiii) To maintain the aesthetics of the New Building and to ensure the quiet and peaceful enjoyment by all the Allottees and

occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the Apartment, the New Building and/or any part thereof and the Project Land;

- (xxiv) To use the Apartment or any part thereof or permit the same to be used only for personal residential purpose and the Car Park/s only for purpose of parking vehicle/s of the Allottee/s and not outsiders;
- (xxv) To bear and pay in a timely manner as stated herein all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under this Agreement;
- (xxvi) Not to change the user of the Apartment without the prior written permission of the Promoter and/or the New Co-operative Society / Condominium/ Limited Company and concerned statutory authorities;
- (xxvii) Until the Allottee/s is/are admitted as member of the Co-operative Society/Condominium/Limited Company (as the case may be), not to let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the Apartment or dispose of or alienate otherwise howsoever, the Apartment and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Default Interest Rate (defined below), if any. In the event the Allottee/s is/are desirous of transferring the Apartment and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoter;
- (xxviii) To observe and perform all the rules and regulations which the Co-operative Society/Condominium/Limited Company (as the case may be) may adopt/have in place and the additions,

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alterations or amendments thereof that may be made from time to time for protection and maintenance of the Project and the Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Co-operative Society/Condominium/Limited Company (as the case may be) regarding the occupancy and use of the Apartment in the New 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:

- (xxix) To permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Apartment and the Project or any part thereof to view and examine the state and condition thereof;
- (xxx) Not to create any hardship, nuisance or annoyance to any other Allottees in the New Building;
- (xxxii) Not to object for construction of water storage tanks as per the sanctioned plans and as may be approved by the competent authority;
- (xxxii) Not to do himself/herself/themselves/its representative or through any other person anything which may or is likely to endanger or damage the New Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and/or the installations for providing facilities in the New building including any electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, etc. or any common areas, facilities and amenities. If the Allottee/s or members of the Allottee's family or any servant or guest of the Allottee/s commits default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay such sum as may be levied by the Promoter and/or the

Co-operative Society/ Condominium/ Limited Company (as the case may be), on each such occasion;

- (xxxiii) Not to change the name of the New Building either by himself/herself/themselves/its representative or through the new Co-operative Society/Condominium/Limited Company (as the case may be), at any point of time without the prior written permission of the Promoter, and not to object on placing of the signage Board of the Promoter on the New Building;
- (xxxiv) Not to object to commissioning and installation of electric heavy-duty transformers in the proposed substation for supply of electricity to the newly constructed building as may be sanctioned and approved by the competent authority.

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

14 Further Assurances:

- 14.1 It is clarified that in the event the Apartment is ready to be handed over, the Promoter shall not be obliged to hand over the amenities and facilities in the Project Land, unless Project Land is fully developed and completed. The Allottee/s has agreed not to raise any objection in this regard whatsoever.
- 14.2 The Allottee/s shall be permitted/allowed to commence interior works in the Apartment only upon obtaining the Occupation Certificate and after making all payments in pursuance of this transaction / as per this Agreement and after complying with the terms and conditions of this Agreement.
- 14.3 The Allottee/s hereby agrees and declares that he/she/they/it shall submit full-fledged drawings with all specifications before starting interior work of the Apartment and approval/NOC shall be obtained from the Promoter. The Allottee/s shall prior to commencing the interior works keep deposited as an interest free security deposit with the Promoter, such amounts as may be intimated by the Promoter at the relevant time for carrying out interior work in the Apartment and to ensure that there is no damage to the exterior of the Apartment or

any damage to any part of the New Building, Amenities, etc. whatsoever ("Fit Out Deposit"). The Fit Out Deposit shall be forfeited, in the event of non-compliance by the Allottee/s with any of the terms and conditions as stated herein and/or in the Promoter's NOC and/or any other documents and/or writings executed by and between the Parties hereto with respect thereto.

14.4 The Promoter shall be entitled to inspect all interior works carried out by the Allottee/s. In the event the Promoter finds that the nature of interior work being executed by the Allottee/s is harmful to the Apartment or to the structure, façade and/or elevation of the New Building or any part of the New Building then, the Promoter can require the Allottee/s to stop such interior work and the Allottee/s shall stop such interior work at once, without raising any dispute.

14.5 The Allottee/s will ensure that the debris from the interior works are dumped in an area earmarked for the same and will be cleared by the Allottee/s, on a daily basis, at no cost to the Promoter and no nuisance or annoyance to the other purchasers or occupiers of the Building. All costs and consequences in this regard will be to the account of the Allottee/s.

14.6 The Allottee/s will further ensure that the contractors and workers engaged by the Allottee/s during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same. Any damage caused to the structure/wall/ceiling/flooring due to which there are any complaints of any leakages/seepage in any apartment adjoining or below the Apartment, then the Allottee/s shall at his/her/their/its sole cost and expense rectify the same and the Promoter shall have a right to forfeit the Fit Out Deposit at its discretion and claim any further amounts in case the damages/losses caused is to be rectified by the Promoter.

14.7 The Allottee/s shall ensure that ,the contractors and workers, do not use or spoil the toilets in the Apartment or in the New Building or any part of the New Building or anywhere else on the Project Land and use only the toilets earmarked by the Promoter for this purpose.

- 14.8 All materials brought into the Apartment for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee/s and the Promoter will not be held responsible for any loss/theft/damage to the same and the Allottee/s duly indemnifies the Promoter in this regard.
- 14.9 If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee/s at the Allottee's own cost, and the Promoter will not be held responsible for the same and the Allottee/s duly indemnifies the Promoter in this regard. All liabilities and damages arising out of such injury will be borne and paid by the Allottee/s alone and the Allottee/s duly indemnifies the Promoter in this regard.
- 14.10 During the execution of interior works, if any of the Allottee's contractor/workmen/agents/representatives misbehaves or is found to be in a drunken state, then the said contractor/workmen/agents/representatives will be removed forthwith and will not be allowed to re-enter the Apartment or the New Building or any part of the Project Land. Further, the Allottee/s shall be responsible for acts of such persons and the Allottee/s duly indemnifies the Promoter in this regard.
- 14.11 The Allottee/s shall extend full cooperation to the Promoter, its agents, contractors to ensure good governance in the execution of such interior works.
- 14.12 The Allottee/s shall ensure that, common passages/walkways and any other common areas are not obstructed or damaged during the course of carrying out any interior works or thereafter.
- 14.13 If, after the date on which the Allottee/s has taken possession of the Apartment, any damage of whatsoever nature (not due to defect in construction as envisaged hereinabove) is caused to the Apartment and/or other units/areas in New Building or any part of the New Building, neither the Promoter nor their contractor(s) will be held responsible for the cost of reinstating or repairing the same and that the Allottee/s alone will be responsible for the same and the Allottee/s duly indemnifies the Promoter in this regard.

14.14 Nothing contained in this Agreement is intended to be nor shall be construed or claimed by the Allottee/s as a grant, demise or assignment in law of the New Building or any part/s thereof and/or of the Project Land or any part thereof.

14.15 The Promoter has informed the Allottee/s that, there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Project Land. The Promoter has further informed the Allottee/s that, all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s along with other Allottees of the apartments/units/premises in the Real Estate Project and/or on the Project Land and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Allottees of apartments/units/premises on the Real Estate Project including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and/or the Co-operative Society/ Condominium/ Limited Company of the Allottees and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto.

14.16 The Promoter shall also be free to install sub-station for electricity supply, offices for the Co-operative Society/ Condominium/ Limited Company of Allottees, underground and overhead tanks, structures, watchman's cabin, toilet for servants, septic tanks and soak pits, the location of which are not particularly marked on the building plans or any other plans. The Allottee/s shall not interfere with the rights of the Promoter by raising any disputes in any court of law or tribunal or authority whether under Section 14 of RERA and/or any other provisions of any other applicable law. The Promoter shall always be entitled to sign undertakings and indemnities on behalf of the Allottee/s as required by any authority of the State or Central Government or competent authorities under any law concerning authorities of buildings or implementation of the scheme for the development of the Project Land.

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15 Formation of Co-operative Society/Condominium/Limited Company:

15.1 Formation of New Society:

- (i) The Allottee/s undertake/s to join and assist the Promoter along with other Allottees of Premises in the in the New Building, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder or a Condominium or a Limited Company, and in accordance with the provisions of RERA and the Rules and Regulations made thereunder ("**New Society**").
- (ii) For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the New Society and for becoming a member thereof, including the bye-laws of the New Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the Promoter to register the New Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the New Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- (iii) The name of the New Society shall be solely decided by the Promoter.
- (iv) The Promoter shall, simultaneous with execution of Conveyance Deed in favour of the New Society or within a period of 90 (ninety) days of obtaining Occupancy Certificate from MCGM/ MHADA, whichever is earlier, hand over to the New Society all necessary deeds and documents executed by the Promoter and/or issued by MCGM/ MHADA in respect of the development of the Project Land. The New Society shall preserve and maintain the aforesaid deeds and documents handed over by the Promoter.

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- (v) The Promoter shall construct on the Project Land or in the New Building a Society Office as per provisions of DCPR - 2034, and hand over possession of the same to the New Society simultaneous with the execution of Conveyance Deed in favour of the New Society.
- (vi) Post execution of the Conveyance Deed in favour of the New Society, the Promoter shall continue to be entitled to such unsold Apartments and to undertake the marketing, etc. in respect of such unsold apartments/premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the New Society for the sale/allotment or transfer of the unsold premises in the Project, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1000/- (Rupees One Thousand Only) per month in respect of each unsold Apartment/ Office Premises towards the outgoings.
- (vii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the New Society, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the New Society and their respective members/intended members including the Allottee/s, as the case may be, and the Promoter shall not be liable toward the same.

15.2 Conveyance of New Building to New Society:

- (i) Within 3 months from (a) the receipt of the entire sale consideration from all the Allottees of the Premises in the New Building and (b) the date of issuance of the Full Occupation Certificate with respect to the New Building, the Promoter shall, execute/cause to execute the Conveyance of the

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structure of the New Building (excluding basements, ground and stilts) to the New Society together with the exclusive common areas, amenities and facilities in the Project ("New Society Conveyance"). The New Society shall be required to join in execution and registration of the New Society Conveyance. The costs, expenses, charges, levies and taxes on the New Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the New Society alone.

- (ii) Post the New Society Conveyance, the New Society shall be responsible for the operation, management and/or supervision of the New Building including common areas, facilities and amenities therein and the Promoter shall not be responsible for the same.
- (iii) Post the New Society Conveyance, the New Society shall carry out periodical structural audits, fire audits and necessary repairs at regular intervals and shall preserve and maintain reports in respect thereof as per the rules, regulations and guidelines framed by the MCGM and/or other Competent Authorities.
- (iv) The said New Society formed by the Promoter shall function as per the rules and regulations framed by the Promoter. The Allottee/s shall observe and perform all the rules, regulations and bye-laws of the said New Society and as may be amended and altered from time to time and shall perform and observe the rules and regulations for the time being of the concerned local authority, government or public bodies. The Allottee/s shall also observe and perform all the terms and stipulations laid down by the said New Society regarding occupation and use of the Premises.

16 Nominee:

The Allottee/s hereby nominate/s the person, namely _____, (hereinafter referred to as the "said Nominee") as his/her/their/its nominee in respect of the Premises. On the death of Allottee/s, the said Nominee shall assume all the obligations of the

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Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. If the said Nominee fails to perform the obligations under this Agreement and/or fails to comply with the terms and conditions of this Agreement (including but not limited to making payments of all amounts / taxes as stated hereunder and/or as intimated separately), then the Promoter shall be entitled to terminate this Agreement in the manner stated herein. The Allottee/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them/it in all matters pertaining to the Premises. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions, etc. of and / or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate / Succession Certificate / Letter of Administration and/or such other documents as the Promoter may deem fit, from the said Nominee. The said Nominee would be required to give an indemnity bond indemnifying the Promoter as may be necessary and required by the Promoter.

17 **First Lien and Charge:**

- 17.1 The Allottee/s agrees that the Promoter/ Financial institution/Bank of he Promoter shall always have the first lien/charge on the Apartment for all its dues and other sums/charges payable by the Allottee/s.
- 17.2 The Promoter shall be entitled to securitize the Consideration and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under law, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Consideration and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

18 Loan and Mortgage:

18.1 The Allottee/s shall be entitled to avail loan from a bank/financial institution and to mortgage the Apartment by way of security for repayment of the said loan to such Bank only with the prior written consent of the Promoter.

18.2 The Promoter will grant its no-objection, whereby the Promoter will express its no-objection to the Allottee/s availing of such loan and mortgaging the Apartment with such bank/financial institution, provided however, the Promoter shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided further that such mortgage created in favour of such bank/financial institution in respect of the Apartment of the Allottee/s shall not in any manner jeopardise the Promoter's right to receive full consideration and other charges and to develop the balance of the Project Land and such mortgage in favour of such bank/financial institution shall be subject to the Promoter's first lien and charge on the said Apartment in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein.

18.3 The Promoter shall issue the said no-objection letter provided that the concerned bank/financial institution agrees to make payment of the Consideration directly to the Promoter as per the schedule of payment provided in this Agreement. All outstanding payments shall at the liberty of the Promoter be first adjusted towards interest payable and then on the principal amount.

18.4 The Promoter shall however 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 Consideration and/or other amounts payable by the Allottee/s under this Agreement.

18.5 All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the Apartment, servicing and repayment of the said loan, and any default with

respect to the said loan and/or the mortgage of the Apartment, shall be solely and exclusively borne and incurred by the Allottee/s. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage. Notwithstanding any of the provisions hereof, the Allottee/s hereby agrees that the Promoter shall have first lien/charge until all the amounts including the total sale consideration, taxes and other charges and amounts payable in respect of the Apartment have not been paid and the Allottee/s has/have no objection and hereby waives to raise any objection in that regard.

18.6 The Agreements and Contracts pertaining to such loan and mortgage executed by the Allottee/s (if any) shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Consideration and other balance amounts payable by the Allottee/s under this Agreement.

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

18.8 If the Allottee/s enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, as per the instalment payment

schedule mentioned hereunder written (which will not absolve Allottee/s of its responsibilities under this Agreement). However, the Allottee/s shall not avail any loan/financing arrangement without prior written approval of the Promoter. All the payment obligations to such bank/financial institution shall be sole liability of the Allottee/s, without any claim/recourse against the Promoter and without prejudice right of the Promoter to terminate this Agreement for breach of the terms of this Agreement.

19 Variation:

The Promoter shall confirm the final carpet area mentioned hereinabove after the construction of the New Building is complete and the Occupation Certificate is granted by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of +/- 3% (three per cent). The total Consideration payable on the basis of the carpet area of the Apartment shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area more than the defined limit of 3%, then, the Promoter shall refund the excess money paid by the Allottee/s within 30 (thirty) days with annual interest being the interest at the prevailing annual rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (the "Interest Rate"), 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 shall demand additional amount from the Allottee/s towards the Consideration, which shall be payable by the Allottee/s prior to taking possession of the said Flat. It is clarified that the payments to be made by the Promoter or the Allottee/s, as the case may be, under this clause, shall be made at the same Interest Rate.

20 Termination:

20.1 Termination by the Promoter:

- (i) Save as provided herein, in the event the Allottee/s commits default in payment on the due date of any amount due and payable by Allottee/s to the Promoter under this Agreement (including proportionate share of taxes levied by the concerned local authority and other outgoings) and/or commits breach of

any of the terms and conditions of this Agreement, then, the Allottee/s shall pay to the Promoter interest at the rate of 24% p.a. ("Default Interest Rate"), 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 Default Interest Rate.

- (ii) Without prejudice to the right of the Promoter to charge interest at the Default Interest Rate mentioned hereinabove and any other rights and remedies available to the Promoter, either (a) on the Allottee/s committing default in payment on the due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee/s committing three defaults of payment of instalments of the Consideration, the Promoter shall be entitled to, at its own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s:

PROVIDED that the Promoter 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 details 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 within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Default Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s (the "Promoter's Termination Notice"), by Courier/E-mail /Registered Post A.D. at the address provided by the Allottee/s. On the receipt of the Promoter's Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled:

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PROVIDED FURTHER that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s the amount of instalments of Consideration in respect of the Premises, which may, till then, have been paid by the Allottee/s to the Promoter without any interest, within 30 days of such termination, after forfeiting 10% (ten per cent) of the Consideration amount, or 12% (twelve per cent) of the Consideration in case any brokerage being paid with respect to the sale of the Premises:

PROVIDED ALSO that, in the event of cancellation / termination of this Agreement, the Allottee/s shall not have any claim or seek reimbursement on the indirect taxes, GST, stamp duty, registration charges, other payments/outgoings, etc., paid under this Agreement.

21. Consequences of Termination :

21.1 Upon termination of this Agreement as stated above, without prejudice to the other rights and remedies of the Promoter in law and under this Agreement, the rights (if any) of the Allottee/s under this Agreement and/or in respect of the Apartment and/or the Car Park/s shall stand automatically and immediately extinguished and terminated without any further act, deed, matter or thing or execution of any document.

21.2 Further, the Promoter shall be entitled to:

- (i) deal with, resell and/or dispose of the Apartment and the Car Park/s in the manner as the Promoter may deem fit and proper, without any consent, reference or recourse to the Allottee/s;
- (ii) forfeit 10% (12% in case of any brokerage being paid with respect to the sale of the Premises), from/of the total consideration as pre-estimated liquidated damages to be paid by the Allottee/s to the Promoter along with applicable taxes thereon;

- (iii) GST, Service tax, VAT, brokerage and all other taxes paid or payable on this Agreement as well as on the cancellation Agreement;
- (iv) any other amount and/or interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- (v) the actual loss incurred by the Promoter on the resale and/or disposal off the Premises to a third-party purchaser; and
- (vi) pre-EMI interest to the financial institution (if any) paid by the Promoter on behalf of the Allottee/s and thereupon to refund to the Allottee/s the balance amount (if any) which till the date of termination has been paid by the Allottee/s to the Promoter.

21.3 The Promoter shall, after deduction of the aforesaid amount, refund the balance amount (if any) out of the Consideration to the Allottee/s, however, subject to the execution of the necessary deeds, document and writings, if any required by the Promoter from the Allottee/s in respect of such cancellation. Notwithstanding anything to the contrary contained herein, it is agreed that, the Promoter 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 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 as specified in 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 may deem fit.

21.4 Upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the Apartment and/or Car Park/s and the Promoter shall be entitled to deal with and/or dispose of the Apartment and/or Car Park/s in the manner it deems fit and proper.

21.5 In the event the Consideration amount paid by the Allottee/s is below the aforementioned Forfeiture amount and other costs and expenses

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then in that event, the Promoter is entitled to sue the Allottee/s to the extent of the outstanding amount as damages or otherwise.

21.6 It is specifically agreed between the Parties hereto that, if the transaction in respect of the Premises is terminated as stated in termination clauses, then, all the instruments under whatsoever head executed between the Parties hereto, in respect of the Premises, shall automatically stand cancelled and either party have no right, title and interest or claim against each other except as provided in this Agreement.

22 **Assignment and Transfer :**

22.1 The Allottee/s shall not, without the prior written approval of the Promoter, sell, transfer, assign, lease, license, etc. or otherwise deal with or dispose of the Premises or any part thereof. The Promoter shall be entitled to withhold such consent in the event the Allottee/s has/have committed a breach or default of any of the terms and conditions of this Agreement or any unpaid amounts which are due and payable.

22.2 The Allottee/s shall ensure that, the proposed transferee satisfies all the representations, warranties and obligations applicable to the Allottee/s under this Agreement and any proposed transfer shall be subject to this Agreement.

22.3 Each transferee and assignee shall be bound by the terms of this Agreement, including this clause. The Promoter may at its discretion, call upon each transferee and assignee to execute a Deed of Adherence and such further documents and writings, at the costs and expenses of the transferee/assignee.

23 **FEMA Compliances (if applicable) :**

It is abundantly made clear to the Allottee/s, who is a non-resident/ foreign national of Indian Origin/ OCI/ PIO, that in respect of all remittances, acquisitions/ transfer of the Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to

time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control laws and guidelines issued those issued by the Reserve Bank of India, the Allottee/s alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modification or re-enactment thereof and other applicable laws. The Promoter accepts no responsibility in this regard and the Allottee/s doth hereby indemnify and keep the Promoter, its directors, executives, agents and officers indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

24 GENERAL:

24.1 The Amenities including the fitness centre to be constructed in the New Building shall be for the exclusive use of all the residents/ purchasers / occupiers/ allottees of their respective premises of the New Building and the same shall not be commercially exploited and shall not be used for any other purpose, subject to, he/she/they/it become the member and payment of maintenance charges to the New Society. The Allottee/s undertakes to comply with all the terms/ conditions/ stipulations framed by the Promoter/ New Society with respect to the use of the fitness centre.

24.2 The Allottee/s will not claim compensation from any Competent Authority or from the Promoter in respect of inadequate open space all around the New Building. The Allottee/s are aware and hereby confirms that, he/she/they/it shall not object to the concessions availed by the Promoter for deficiency in open space nor will he object for any deficiency in neighbourhood development (if any).

24.3 The Promoter shall be entitled to construct site offices/sales lounge on the Land and shall have the right to access the same at any time without any restriction whatsoever until the development of the Land

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/Project has been completed in all respects and the full development potential has been utilized by the Promoter.

25 Miscellaneous :

25.1 **Stamp Duty and Registration Charges:** In light of the Promoter having availed the benefit of 50% rebate on the premiums payable in respect of the Project under State Government Directive No. TPS-1820/ AN-27/ P.K. 80/20/UD-13 dated 14.01.2021 read with MCGM Policy Circular No. Ch.E./ DP/ 21546/ Gen dated 22.02.2021 and Policy Circular No. Ch.E./ D.P./ 21546/ Gen dated 05.03.2021 respectively, the stamp duty arising out of this Agreement shall be borne by the Promoter as and by way of passing on such benefit to the Allottee/s herein. The Allottee/s categorically accept/s and agree/s that the benefits of the said incentives have been passed on to him/her/them/it. The Allottee/s further agree/s to sign, execute and register all necessary documents, affidavits, bonds, acts, deeds and any other documents as may be required by the concerned Government, local and/or other authorities to confirm the pass-on of such benefit to him/her/them/it. In case of any breakup given for the Consideration by the Promoter, the same shall be only for understanding and explanation of the Concerned Authority, and the Allottee/s shall not raise any objection and/or dispute or claim any amount/difference of amount whatsoever as may be explained in the breakup at any point of time, in present or in future. All other costs, charges and expenses, including but not limited to the registration charges, out-of-pocket expenses and other incidental charges of this Agreement shall be borne and paid by the Allottee/s without recourse to the Promoter.

25.2 **Modification:** This Agreement shall not be altered, modified or supplemented except with the prior written approval of the Parties, and all such alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by the Parties herein.

25.3 **Notices:** All notices to be served on the Parties in connection with the Agreement shall be deemed to have been duly served if delivered to the Parties at its address mentioned hereinbelow. In case there are

Joint Allottee/s, all communications shall be sent by the Promoter to the Allottee/s, whose name appears first and at the address given by him/her which shall, for all intents and purposes, be considered as properly served on all the Allottee/s:

Ashjit Realities Private Limited

Ajmera House, 4th Floor, Pathakwadi Road,

Opp. G.T. Hospital, Mumbai - 400 002

Email ID: jesal@ajmera.co.in

Address of the Allottee/s:

Email ID: _____

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

25.4 **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 under this Agreement in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment, (in case of a transfer with written approval of the Promoter), as the said obligations go along with the Apartment, for all intents and purposes.

25.5 **Severability:** The Parties hereby agree that, if any of the clauses contained herein is held or deemed illegal or invalid or inoperative for any reason whatsoever, then this Agreement shall not become invalid or inoperative and it shall be deemed to remain valid, subsisting and binding on the Parties for the remaining clauses and their respective rights and obligations shall continue as if the Agreement did not contain such clause which is held illegal or invalid.

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- 25.6 **Registration:** The Parties shall, as required under applicable law, present and lodge this Agreement for registration with the Sub-Registrar/Joint Sub-Registrar of Assurances having jurisdiction and admit execution of the same. If the Allottee/s fail/s or neglect/s to present and lodge this Agreement for registration and admit execution thereof within the time prescribed under applicable law, for any reason whatsoever, the Promoter will not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Promoter be liable to pay any penalty for their late attendance to complete the registration formalities.
- 25.7 **Site Visit:** If the Allottee/s intends to visit the under-construction Project then he/she/they/it shall make a written request to the Promoter for a site visit and the Promoter shall within 7 (seven) working days from receipt of the request intimate the Allottee/s the date and time for such visit. The Allottee/s shall accordingly be entitled to site visit on the date and the time as intimated by the Promoter accompanied by site staff of the Promoter and the Allottee/s agrees to follow all the safety precautions during the site visit. It is further clarified that, no children below the age of 15 years shall be allowed to enter the site. The Allottee/s hereby undertake/s not to hold the Promoter responsible for any loss or damage or harm incurred or suffered by the Allottee/s or any person accompanying the Allottee/s, due to negligence or wrongful acts or otherwise, during the site visit.
- 25.8 **Promotional Material:** It is specifically understood and accepted by the Allottee/s that, the Brochures, Compact Disc, advertising and marketing material published by the Promoter from time to time in respect of the project is just an advertisement material and contains various features such as furniture layout in a tenement, vegetation and plantation shown around the building/Unit, colour scheme, vehicles, etc. to increase the aesthetic value only and is not factual. These features/amenities are not agreed to be developed or provided by the Promoter to the Allottee/s. The Brochure/Master Plan is the tentative projection of the whole plan of the complex/scheme. There may/will be variations depending on the practical and technical problems or if so desired by the Promoter and therefore the project

shall not/may not be the same as in the brochure/master plan. The Promoter shall not be liable for such variations nor shall the Allottee/s question the same.

25.9 **Free consent:** The Allottee/s represent/s and confirm/s that, he/she/they/it has/have read the terms and conditions of this Agreement and the documents relating to the Project (including the Project Land) and has/have understood the contents, terms and conditions of the same. The Allottee/s, after being fully satisfied, has/have entered into this Agreement and has not relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether, written or oral.

25.10 **Entire Agreement:** This Agreement constitutes the entire Agreement and understanding between the Parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, letters, writings, allotment, brochures and/or any other documents entered into including undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

25.11 **No Waiver:** Any delay tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Promoter shall not be construed as a waiver on the part of the Promoter 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, limit or affect the rights of the Promoter.

26 **Permanent Account Nos.**

The Permanent Account Nos. of the Parties hereto are as under:

Name of Parties	PAN
Ashjit Realities Private Limited	AAGCA7451E

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27 Dispute Resolution, Governing law and Jurisdiction

27.1 Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder.

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

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

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

(Description of the "Property")

ALL THAT piece and parcel of land admeasuring about 2958 square yards equivalent to about 2473.26 square meters bearing Cadastral Survey No. 996 of Bhuleshwar Division, situate, lying and being at 4, Picket Road, (R. S. Sapre Marg), Mumbai - 400 002, within the Registration District of Mumbai City together with a Building standing thereon known as "Gita Gruh" comprising of ground plus 4 (four) upper floors bearing Municipal Ward No. 'C' and No. C-896 (1-1A)/4, House with Pathsala, Caste Dining Place with Wells (since demolished), and bounded as follows:

On or towards the North : By Property bearing C.S. Nos. 990 and 991 of Bhuleshwar Division.

On or towards the South : By Property bearing C.S. No. 497 and R.S. Sapre Marg of Bhuleshwar Division.

On or towards the East : By Property bearing C.S. Nos. 993, 994 and 995 of Bhuleshwar Division.

On or towards the West : By Property bearing C.S. No. 999 of Bhuleshwar Division.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

(Description of the "Premises")

ALL THAT the Apartment being No. _____ admeasuring about _____ sq. ft., equivalent _____ sq. mtr., RERA Carpet Area on the _____ Floor of the Building known as "Ajmera Downtown" being constructed on the land bearing Cadastral Survey No. 996 of Bhuleshwar Division, situate, lying and being at 4, Picket Road, (R. S. Sapre Marg), Mumbai - 400 002, within the Registration District of Mumbai City and assessed by the Municipal Corporation of Greater Mumbai, Ward "C" under No. C-896 (1-1A)/4, together with the right to use _____ (_____) covered mechanized car parking space/s in the Building.

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

<p>SIGNED, SEALED AND DELIVERED</p> <p>By the within-named "Promoter"</p> <p>ASHJIT REALTIES PRIVATE LIMITED</p> <p>Through its Director /Authorized Signatory</p> <p>Mr. _____</p> <p>In the presence of:</p> <p>1.</p> <p>2.</p>	<p>Left hand thumb impression</p>	<p>Photo</p>
<p>SIGNED AND DELIVERED</p> <p>By the within-named "Allottee/s"</p> <p>1.</p> <p>2.</p> <p>In the presence of:</p> <p>1.</p> <p>2.</p>	<p>Left hand thumb impression</p> <p>Left hand thumb impression</p>	<p>Photo</p> <p>Photo</p>

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RECEIPT

RECEIVED from the Allottee/s viz. _____, a sum of
Rs. _____/- (Rupees _____ Only) being the
Earnest Money paid by the Allottee/s to the Promoter towards the sale
Consideration in accordance with the clause 6 of this Agreement:

Date	Amount (in INR)	Cheque/P.O. No./ RTGS Details	Name of Bank and Branch

Rs. _____/-

WE SAY RECEIVED

For Ashjit Realities Pvt. Ltd.

Revenue Stamp



(Authorized Director/Signatory)

<u>WITNESSES:</u>	
Signature:	
Name:	
Signature:	
Name:	

PROMOTER

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