

[AGREEMENT FOR SALE]

AGREEMENT FOR SALE made at ____ this ____ day of _____ 2024.

BETWEEN

J K DEVELOPERS through its proprietor Mr. Jeetendra alias Ravi Amarnath Kapoor Represented through his constituted attorney Mr. Deepoo Vaswani having its office at Tusshar House, Plot No. 27, JVPD Scheme, N. S. Road No. 7, Juhu, Vile Parle (West), Mumbai-400049, hereinafter referred to as the “**Promoter**” (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the First Part;

AND

MOHAMMED MUJEEB SHAH KHAN & HUMA SULTANA both of Mumbai, Indian Inhabitant, residing at, S/O: Mohammed Habeeb Shah Khan, Flat No-305, Embassy Building, Shastri Nagar, Lokhandwala Complex, Andheri West, Mumbai, Azad Nagar, Maharashtra, 400053, hereinafter referred to as the “**Purchaser / Allottee**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include, in so far as the individuals are concerned, their/ his/ her heirs, executors, administrators and permitted assigns) of the Second Part;

W H E R E A S:

- a. That (1) Gopinath R. Bhoir, (2) Nitin G Bhoir, (3) Neeta M. Bhoir; (4) Sonal M. Bhoir; (5) Tejas M. Bhoir; (6) Manjiri M. Bhoir; (7) Abhijit Madan Bhoir and Geeta Abhijit Bhoir (“**Original Owners**”) were seized and possessed of or otherwise and well and sufficiently entitled to all those piece and parcel of land bearing Survey No. 24, Hissa No. 1, admeasuring H-1, R-38, Prati- 9 i.e. equivalent to 13890 sq. mtrs, Survey no. 26, Hissa No. 7, admeasuring H- 1, R-10, Prati– 5, i.e. equivalent to 50 Sq. mtrs., Survey No. 26, Hissa No. 8, admeasuring H-0, R-12, Prati 1, i.e. equivalent to 1210 sq. mtrs., Survey No. 26, Hissa No. 9, Admeasuring H- 0, R-10, Prati – 6, i.e. equivalent to 1060 sq. mtrs., Survey No. 25, Hissa No. 1, admeasuring H- 1, R- 96, Prati – 1, equivalent to 9610 Sq. mtrs., Survey No. 21, Hissa No. 1, admeasuring to H- 1, R-10, Prati – 9, i.e. equivalent to 11090 sq. mtrs., survey no. 112, Hissa No. 3, admeasuring H- 0, R- 39, Prati – 8, equivalent to 3980 sq. mtrs., situate, lying and being at village Ghodbunder, Taluka and District – Thane within the limit of Mira Bhayander Municipal Corporation and within the registration at district and sub District – Thane (‘**Larger Property**’) and particularly described in **FIRST SCHEDULE** hereinafter as shown surrounded by red colour boundary on the plan annexed hereto as *Annexure “A”*.
- b. By an Indenture of conveyance dated 13th May 2008, which was executed by & between the Original Owners (therein referred to as “the Vendors”) and Mr. Sadanand Pundlik Hajare (thereinafter referred to as a ‘Purchaser’) and registered with the Sub-Registrar of assurance, Thane at serial no. TNN5/4082/2008, the Vendors therein did thereby sell, transfer and convey upto and in favour of the Vendors therein right, title and interest in the Larger Property for the consideration and on the terms and conditions contained therein.

- c. By an Agreement for Sale dated 19th June 2008, executed by and between Mr. Sadanand P. Hajare (therein referred to as Vendor), SPH Agro Farms and Estate Private Limited (therein referred to as First Confirming Party), Rigveda Properties Private Limited referred to as Second Confirming Party therein and M/s. Balaji Telefilms Limited (therein referred to as the Purchasers) and registered with the office of Sub-Registrar at Thane under Serial No. TNN5/5052/2008, the Vendor therein with the confirmation of the Confirming parties agreed to sell, transfer and convey unto and in favour of the Purchasers therein his right, title and interest out of larger Property all that piece and parcel of land bearing (1) Survey No. 21/1 admeasuring Hectore Are 1-10-09 equivalent to 11090 sq. mtrs. , (2) Survey No. 24/1 admeasuring H-R-A 1-38-09 equivalent 13890 sq. mtrs. or thereabouts of Village Ghodbunder, Taluka and District Thane within the limit of Mira Bhayander Municipal Corporation and within the Registration District and Sub-District of Thane (hereinafter referred the “**Balaji Property**”) and more particularly described in the **SECOND SCHEDULE** hereunder written. The First & Second Confirming Parties had declared and confirmed that they had already received from the Vendor the entire consideration paid by them the Original.
- d. By a Conveyance Deed dated 11th June 2009 executed by and between Mr. Sadanand P. Hajare (referred to as Vendor) with the confirmation of SPH Agro Farms and Estate Private Limited (therein referred to as First Confirming Party), Rigveda Properties Private Limited referred to as Second Confirming Party sold, transferred and conveyed all his right, title and interest of the Balaji Property in the name of Balaji Telefilms Limited (therein referred to as the Purchasers) and the same was duly registered with the Sub Registrar of Assurances, Thane at Serial No.TNN4/4485/2009.
- e. Under an Indenture of Conveyance dated 15th December 2011 (“Deed of Conveyance”) and duly registered with the Sub Registrar of Assurances under No. TNN4/09557/2011 made between Balaji Telefilms Limited, (therein called “the Vendors”) of the One Part, and (1) Mr. Jeetendra alias Ravi Amarnath Kapoor Prop. of J K Developers and (2) Mrs. Shobha Ravi Kapoor for and on behalf of J K Developers (therein called “the Purchasers”) (of the Second Part and Mrs. Shobha Ravi Kapoor has made the Confirming Party as Second Part, the Vendor therein sold and transferred in favour of the Purchasers out of the Balaji Property, all that piece or parcel of land or ground lying, being and bearing (1) Survey no. 21, Hissa No. 1, admeasuring Hectore are 1-10-09 equivalent to 11090 sq.mtrs., (2) and portion of land bearing Survey no. 24, Hissa no. 1 (part), admeasuring 8345 sq. mtrs or thereabout of village Ghodbunder, Taluka and District – Thane within the limit of Mira Bhayander Municipal Corporation and within the registration District and sub District – Thane, (“**Property to be developed/plot**”) more particularly described in the **Third Schedule** hereunder and delineated in Blue colour on the Plan annexed hereto as *Annexure “A”*;
- f. The name of the Confirming Party Mrs. Shobha Kapoor to the Conveyance was added only for the sake of convenience and as spouse. The understanding between them is clear

that the Property belongs to the Promoter viz. J K Developers, through its proprietor Mr. Jeetendra alias Ravi Amarnath Kapoor for all purposes. Vide a Gift Deed dated 15th January 2020, registered with the Sub registrar of Assurances at Thane under Serial No. T.N.N 4 - 440/2020, Mrs. Shobha Kapoor had granted, conveyed, transferred and assured her entire undivided share, right, title and interest in the said property unto Mr. Jeetendra alias Ravi Amarnath Kapoor, proprietor of J K Developers.

- g. Pursuant to the Sub-division order dated 20/03/2014, being Order No. MANPA/NAR/4615/2013-14, this premises of land was sub divided and was named as new survey nos. 21/1 and 24/2.
- h. By Conveyance dated 31st January 2019, registered under Registration No. T.N.N.-4, 1528/2019, the Promoter has purchased a land bearing Survey no. 20/6 admeasuring 183 sq mtrs and by Conveyance dated 17th May 2018, registered under Registration No. T.N.N.-7, 7492/2018, the Promoter has purchased another land bearing Survey no. 20/7 admeasuring 400 sq mtrs and further by a Deed of rectification dated 11th December 2018 registered under Registration No. T.N.N.-7, 17189/2018, the said area of 400 sq. mtrs was rectified to 401 sq mtrs. The promoter further proposes to amalgamate these two land into Survey nos. 21/1 & 24/2 and use the potential of FSI or in any other manner, whatsoever of the said lands and more particularly described in the **FIRST SCHEDULE - A** hereunder written.
- i. As per Zone Certificate issued by the Mira Bhayander Municipal Corporation (“MBMC”) the property to be developed comes within the R zone which is Residential;
- j. The said property to be developed is converted to non-agricultural use.
- k. Pursuant to receipt of sanction to the layout plan & Building Plan from the Mira Bhayander Municipal Corporation (“**Corporation**”) No. 3299/2019-2020 dated 13/09/2019 (“**Sanction to layout plan**”) a copy whereof is annexed and marked hereto as *Annexure “A”*, the Promoter shall be developing a residential and commercial complex proposed to be known as “**IRIS Mira Road (E)**” (“**Complex**”) forming part of the Property consisting of 11 or such permissible buildings and structures in a phased manner. While sanctioning the plans the Corporation has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Property, and upon due observance and performance of which only the occupation certificates in respect of the building/s and other structures shall be granted by the concerned local authorities.
- l. The Promoter has appointed Anish & Associates who is registered with the Council of Architects/Surveyors as its Architect. The Promoter has also appointed Mahimtura Consultants Pvt. Ltd duly qualified Structural Engineering firm for the purpose of preparing structural designs and drawings of the building/s to be constructed on the Property in phase wise development of the Property, the documents of which have been inspected by the Purchaser.

- l. The Corporation has approved the Plans/designs, sections and details of the buildings, and issued the Commencement Certificate and approval of plans dated 03/07/2018 bearing No. 1670/2018-2019, which is annexed hereto as **Annexure “B”**. The Promoter thereafter applied for further Commencement Certificates and approval of plans along with Layouts from time to time and received the same and the Promoter recently received the sanction to the layout plan & Building Plan from the Mira Bhayander Municipal Corporation (“**Corporation**”) bearing No. 610/2021-2022 dated 21/05/2021, in respect of Wings “A” to “E”, “K” & “I”, (“**Sanction to layout plan**”) which is annexed hereto as **Annexure “C”** and further Commencement Certificate and approval of plans bearing No. 610/2021-2022 dated 21/05/2021, which is annexed hereto as **Annexure “D”**. The Promoter has commenced construction of building/s in a phase wise manner on a portion of the Property to be developed as per approved plans. The Buildings shall have stilts (which will have car parks). It is contemplated that Buildings A & B shall have Basement + Part stilt + Upper Ground/Podium Stack+ 16 upper floors. The Building K shall have Basement + Part stilt + Upper Ground/Podium Stack + 2nd to 38th upper floors.
- m. As recorded hereinabove, the Promoter is developing the said property to be developed phase wise and proposed as a “**Real Estate Project**”. The Promoter have registered the said project as a ‘**Real Estate Project**’ (“**the Project**”) with the Real Estate Regulatory Authority (“**the Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (“**RERA Rules**”) bearing Registration No. **P51700031029**.
- n. The Allottee has agreed and consented to the development of the Whole Project (as defined below).
- o. The principal and material aspects of the development of the Real Estate Project are briefly stated below:
 - (i) Presently, the Promoter is constructing the said Building in phases which comprises of 3rd Phase of Wing “A”, “B” and Wing “K”, known as IRIS Phase III with rights reserved for future and further development of the said property to be developed in the manner recorded herein.
 - (ii) The Buildings A & B shall have Basement + Part stilt + Upper Ground/Podium Stack + 16 upper floors. The Building K shall have Basement + Part stilt + Upper Ground/Podium Stack + 2nd to 38th upper floors.
 - (iii) All the Wings shall comprise of units/premises consisting of apartments, flat/s, tenement/s ;
 - (iv) Total FSI of 17050.84 sq. mtrs is proposed to be constructed for the development of the Project;
 - (v) The common areas, facilities and amenities in the Project that may be usable by the Allottee are listed in the **FIFTH SCHEDULE** hereunder written (“**Real Estate Project Amenities**”);
 - (vi) The common areas, facilities and amenities in the Whole Project (defined below) that

may be usable by the Allottee are listed in the **FIFTH SCHEDULE** hereunder written (“**Whole Project Amenities**”).

- (vii) The Promoter shall be entitled to put hoardings/ logos/boards of its Brand Name viz. J K Developers “IRIS” Mira Road (E), in the form of neon signs, MS letters, vinyl and sun boards on the Real Estate Project and on the façade, terrace, compound wall or other parts of the Real Estate Project. The Promoter shall also be entitled to place, select and decide the hoarding/board sites.
- (viii) The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of apartments/flats in the Real Estate Project and/or other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.
- (ix) The Promoter shall be entitled to amalgamate the adjoining property to be developed and to avail the benefits of the FSI of the properties to be utilized either on the property to be developed or the adjoining property as per the discretion of the Promoter;
- (x) The details of the formation of the society and the conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in Clause 12 below.
- p. The principal and material aspects of the development of the said property to be developed (“**Whole Project**”) as disclosed by the Promoter to the Allottee are briefly stated below:
 - (i) The area of the said property to be developed as defined hereinabove to be developed in a phase-wise manner.
 - (ii) Total FSI of 17050.84 sq. mtrs has been sanctioned.
 - (iii) The Mira Bhayander Municipal Corporation (“**MBMC**”) had issued the Commencement Certificate dated 03/07/2018 bearing No. 1670/2018-2019, in respect of Wings “A” to “H”, a Commercial Building and Cafeteria (proposed Residential). The Mira Bhayander Municipal Corporation (“**MBMC**”) had recently issued the Commencement Certificate dated 21/05/2021 bearing No. 610/2021-2022, in respect of Wings “A” to “E”, “K” & “I” (proposed Residential & Commercial)..
 - (iv) The Promoter has registered the 1st Phase of the said Buildings as Wings “F”, “G”, “H” under RERA Registration No. **P51700021045** and 2nd Phase of the said Buildings as Wings “C”, “D”, “E” under RERA Registration No.

P51700021735. The Promoter shall be registering the remaining buildings being “Wings “J” Commercial Building having Basement + Ground + 2 upper floors and Cafeteria (Row House - proposed to be converted into residential apartment) having Basement + Ground + 1 upper floor, Wing “I” having Part Ground+ 12 upper floors as a separate real estate project.

- (v) The Allottee has perused a copy of the Proposed Layout Plan & Building Plans dated 03/07/2018 & 21/05/2021 (“**Proposed Layout**”) (Annexure A & C) which specifies the location of the new/future/further buildings/towers/wings to be constructed on the said property to be developed, together with a draft proforma specifying the present sanctioned total FSI to be utilized on the said Plot (“**Sanctioned Potential**”) and additional/Proposed further FSI or potential to be utilized on the said Plot/existing Buildings and also the tentative locations where the common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situate. A copy of the Proposed Layout is annexed and marked as **Annexure “A”**.
 - (vi) The scheme and scale of the development proposed to be carried out by the Promoter on the said property to be developed is in accordance with applicable law, as amended from time to time.
 - (vii) The Promoter shall be entitled to put up hoardings /boards of its Brand Name viz. J K Developers “**IRIS**” Mira Road (E), in the form of neon signs, MS letters, vinyl and sun boards on the said Plot and on the façade, terrace, compound wall or other parts of the buildings/towers/wings as may be developed / constructed thereon from time to time. The Promoter shall also be entitled to place, select and decide the hoarding/board sites. The Promoter shall be entitled to confer title of a particular tower/wing to such Other Societies (defined below), as mentioned at Clause below.
 - (viii) The statutory approvals mandatorily require the Promoter to hand over certain stipulated percentage of the said Plot to the concerned authorities or develop the same as a public amenity. The Promoters shall have to determine and identify the portion and location of the said Plot to be handed over for complying with the terms and conditions of the statutory approvals. The portion of the said property to be developed that is left over after handing over the stipulated percentage, if any, to the MBMC or any Statutory Authority and/or developing the same as a public amenity, only would be available for transferring to the Society.
 - (ix) The nature of development of the said property to be developed will be phase- wise and would constitute a mixture of users as may be permissible under applicable law, from time to time.
- q. The Promoter would be entitled to aggregate/amalgamate/add/develop any contiguous

land parcel and use the TDS/FSI/beneficial rights generated at present and/or in future on any of the adjoining lands with the development of the said property to be developed, as provided under the Proviso to Rule 4(4) of the RERA Rules.

- r. The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the said property including the already purchased property (mentioned in First Schedule A) or any other property/TDR/FSI purchased in future to be developed (defined below), in full or in part, as may be required under applicable law, from time to time.
 - s. The above details and further aspects of the proposed Future and Further Development of the said property to be developed, as inspected by the Allottee, are hereinafter referred to as the “**Proposed Future and Further Development of the said Property to be developed/Plot**”.
 - t. The Promoter has informed the Purchaser and the Purchaser is aware that the Promoter will develop the said Property to be developed in a phased manner as one or separate scheme/projects¹ as the Promoter may in its *discretion* exercise to choose/opt as per the sanctioned plans with such modifications thereto as the Promoter may from time to time determine and as may be approved by the concerned local authorities and the programme of the phased development will also be determined by the Promoter at its sole discretion and the Allottee after being made aware of, has agreed to purchase the premises by agreeing to the terms recorded herein.
 - u. The Promoter has informed the Purchaser and as a basis of entering into this Agreement and any other agreements or writings relating to the Property, it is unequivocally agreed and understood that unless opted otherwise by the Promoter the layout being a composite development of the Property, no sub-division of the Property shall be effected nor any conveyance or formal transfer of the Property shall be executed until the property to be developed (excluding any part thereof, not made part of the project/scheme as may be unilaterally opted by the Promoter) is fully developed and the full Free Sale Index has been utilised.
 - v. The Promoter is entitled to sell and intends to sell on ownership basis the area to be developed as residential and commercial unit/s, provide other amenities in the building/s and other structures and provisionally allocate right of use of ____ open car parking spaces on the ground/stilt floor (which parking space/s is/are subject to ratification/confirmation by the ultimate body constituted of the unit purchasers in the complex/scheme) in the building/s and other structures hereinafter to be constructed on the Property.
 - w. The Purchaser / Allottee demanded from the Promoter and the Promoter has duly given and the Purchaser / Allottee has duly taken full, free and complete inspection of all the
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documents of title relating to the property to be developed as also the plans, designs and specifications, the commencement certificate, the non-agricultural permissions and such other documents as are specified under the Act and the Rules made thereunder and amended upto date and the Purchaser is fully satisfied with the same.

- x. The Promoter has also supplied to the Purchaser true copies of the documents as are mentioned in the Act and the Rules made thereunder as demanded by the Purchaser. The copies of the Certificate issued by RERA, Title Certificate/s dated 13/09/2021 issued by R M G LAW Advocates & Solicitors of the Promoter, extract of 7/12, non-agricultural permission, sketch of the layout plan (1670/2018-2019), Commencement Certificate (1670/2018-2019), fresh sketch of the layout plan (610/2021-2022), further Commencement Certificate (610/2021-2022) fresh sketch of the layout plan (3299/2019-2020), further Commencement Certificate (3299/2019-2020), fresh sketch of the layout plan (5619/2019-2020), further Commencement Certificate (5619/2019-2020), fresh sketch of the layout plan (1467/2020-2021), further Commencement Certificate (1467/2020-2021), fresh sketch of the layout plan (521/2022-2023), further commencement certificate (521/2022-2023), floor plan of the Unit, and specifications of the areas agreed to be purchased by the Purchaser in the building/s to be constructed on the Property are hereto annexed and marked *Annexures "E", "F", "G", "H", "A", "B", "C", "D", "J", "K", "L", "M", "N", "O", "P", "Q", and "I"* respectively and have also been inspected by the Purchaser who has accepted the same, as also the Promoter's title to the property to be developed and has agreed that the Purchaser shall not raise any requisition or objection to the title of the Promoter in respect of the Property.
- y. The Purchaser has applied to the Promoter for allotment on ownership basis of the unit (as per the proposed plans submitted for revision and subject to such revision being duly sanctioned) No. **A/104** of the **2BHK** admeasuring **61.17 sq mtrs** (equivalent to approx. **658** sq.ft.) and Open Balcony Area admeasuring **11.04 sq.mtrs** (equivalent to approx. **118.79** sq.ft.) on the **1st floor** of the building **"A"** (the **"Unit"**) and has prior hereto deposited with the Promoter a token of a sum of **Rs.1,51,000/- (Rupees One Lakh Fifty One Thousand Only)** and the Promoter has subject to the sanction allotted the Unit and provisionally allocated right of use of single car parking spaces in the Basement, which parking space/s is/are subject to ratification/confirmation by the ultimate body constituted of the unit purchasers in the complex/scheme to the Purchaser.
- z. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- aa. Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project and the Whole Project, and such title being clear and marketable; (ii) the approvals and permissions (including Plans and CC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project and the Whole Project and to construct the Real Estate Project thereon as

mentioned in this Agreement and applicable law and sell the premises therein. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction.

- bb. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- cc. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises including the single covered car space at or for the price of **Rs. 1,17,47,321/- (Rupees One Crore Seventeen Lakh Forty Seven Thousand Three Hundred & Twenty One Only)**, being the Sale Consideration (defined herein below), upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Allottee has paid to the Promoter a token sum of **Rs.1,51,000/- (Rupees One Lakh Fifty One Thousand Only)** being part payment of the Sale Consideration of the said Premises agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same doth release and discharge the Allottee forever).
- dd. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee, i.e., this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- ee. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the said Premises.
- ff. The Promoter thereafter applied for further Commencement Certificate and approval of plans along with Layout and received the same. The said layout Plan dated 13/09/2019 bearing no. 3299/2019-2020 is hereto marked as Annexure "J" and the Commencement Certificate and approval of plans dated 13/09/2019 bearing no. 3299/2019-2020 is hereto marked as Annexure "K".
- gg. The Promoter thereafter applied for further Commencement Certificate and approval of plans along with Layout and received the same. The said layout Plan dated 07/02/2020 bearing no. 5619/2019-2020 is hereto marked as Annexure "L" and the Commencement Certificate and approval of plans dated 07/02/2020 bearing no. 5619/2019-2020 is hereto marked as Annexure "M".
- hh. The Promoter thereafter applied for further Commencement Certificate and approval of plans along with Layout and received the same. The said layout Plan dated 29/10/2020 bearing no. 1467/2020-2021 is hereto marked as Annexure "N" and the Commencement Certificate and approval of plans dated 29/10/2020 bearing no. 1467/2020-2021 is hereto

marked as Annexure “O”.

- ii. The Promoter thereafter applied for further Commencement Certificate and approval of plans along with Layout and received the same. The said layout Plan dated 21/05/2021 bearing no. 610/2021-2022 is hereto marked as Annexure “C” and the Commencement Certificate and approval of plans dated 21/05/2021 bearing no. 610/2021-2022 is hereto marked as Annexure “D”.
- jj. The Promoter thereafter applied for further Commencement Certificate and approval of plans along with Layout and received the same. The said layout Plan dated 18/05/2022 bearing no. 521/2022-2023 is hereto marked as Annexure “P” and the Commencement Certificate and approval of plans dated 18/05/2022 bearing no. 521/2022-2023 is hereto marked as Annexure “Q”.
- kk. The list of Annexures attached to this Agreement are stated herein below,-

Annexure “A”	Lay Out Plan dated 03/07/2018 bearing No. 1670/2018-2019
Annexure “B”	Commencement Certificate dated 03/07/2018 bearing No. 1670/2018-2019
Annexure “C”	Lay Out Plan dated 21/05/2021 bearing No. 610/2021-2022
Annexure “D”	Commencement Certificate dated 21/05/2021 bearing No. 610/2021-2022
Annexure “E”	Certificate of registration issued by RERA under Registration No. P51700031029.
Annexure “F”	Title Certificate
Annexure “G”	7/12 Extract
Annexure “H”	NA Permission
Annexure “I”	Floor Plan of Unit and Specifications of the Area (2 BHK)
Annexure “J”	Layout Plan dated 13/09/2019 bearing no. 3299/2019-2020
Annexure “K”	Commencement Certificate dated 13/09/2019 bearing no. 3299/2019-2020
Annexure “L”	Layout Plan dated 07/02/2020 bearing no. 5619/2019-2020
Annexure “M”	Commencement Certificate dated 07/02/2020 bearing no. 5619/2019-2020
Annexure “N”	layout Plan dated 29/10/2020 bearing no. 1467/2020-2021
Annexure “O”	Commencement Certificate dated 29/10/2020 bearing no. 1467/2020-2021
Annexure “P”	Layout Plan dated 18/05/2022 bearing no. 521/2022-2023
Annexure “Q”	Commencement Certificate dated 18/05/2022 bearing no. 521/2022-2023

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
- (i) The Promoter shall construct the Real Estate Project, being the said Building

known as "IRIS Phase III" comprising of 3 (Three) wings i.e. Wing "A" & Wing "B" & Wing "K", The Buildings A & B shall have Basement + Part stilt + Upper Ground/podium stack+ 16 upper floors. The Building K shall have Basement + Part stilt + Upper Ground/podium stack+ 2nd to 38th upper floors. In accordance with the plans, designs and specifications as referred hereinabove and as approved by the MBMC, from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee which are listed in the **FIFTH SCHEDULE** hereunder written.

PROVIDED THAT the Promoter shall have to obtain the prior consent, in writing, of the Allottee in respect of any variations or modifications which may adversely affect the said Premises of the Allottee, except, any alteration or addition required by any Government Authorities, or due to any change in law, or any change as contemplated by any of the disclosures already made to the Allottee.

2. Purchase of the said Premises and Sale Consideration:

- (i) The Allottee hereby agrees to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Allottee, the Premises bearing No. **A/104** of the **2BHK** type admeasuring **61.17 sq mtrs** (equivalent to approx. **658 sq. Ft.**) and Open Balcony Area admeasuring **11.04 sq mtrs** (equivalent to approx. **118.79 sq. Ft.**) on the **1st floor** in the said "A" Wing of the said Building, i.e., the said Premises. The said Premises are more particularly described in the **FOURTH SCHEDULE** written hereunder and shown in the Floor Plan annexed and marked **Annexure "F"** hereto, at and for the consideration of **Rs. 1,17,47,321/- (Rupees One Crore Seventeen Lakh Forty Seven Thousand Three Hundred & Twenty One Only)**.
- ~~(ii) The Promoter hereby agrees to allot to the Allottee, covered spaces bearing No. [] situated at **STILT** level being constructed in the layout of the said Larger Land.~~
- (iii) The total aggregate consideration amount for the said Premises, **Rs. 1,17,47,321/- (Rupees One Crore Seventeen Lakh Forty Seven Thousand Three Hundred & Twenty One Only)**. ("the Sale Consideration").
- (iv) On or before the execution of this Agreement, the Allottee has paid a token sum of **Rs.1,51,000/- (Rupees One Lakh Fifty One Thousand Only)** [which does not exceed 10% (ten percent) of the Sale Consideration] as advance payment and hereby agrees to pay to the Promoter the balance amount of the Sale Consideration **Rs.1,15,96,321/- (Rupees One Crore Fifteen Lakh Ninety Six Thousand Three Hundred & Twenty One Only)** in the following manner:

- (a) An amount of **Rs.21,98,465/- (Rupees Twenty One Lakh Ninety Eight Thousand Four Hundred & Sixty Five Only)** [which is 20% (Twenty percent) of the Sale Consideration] is to be paid to the Promoter at the time of the execution of this Agreement and simultaneously with the registration of this Agreement under the Registration Act, 1908;
- (b) An amount of **Rs.11,74,732/- (Rupees Eleven Lakh Seventy Four Thousand Seven Hundred & Thirty Two Only)** [which is 10% (Ten percent) of the Sale Consideration] is to be paid to the Promoter on the completion of the Basement level of the said Wing;
- (c) An amount of **Rs.5,87,366/- (Rupees Five Lakh Eighty Seven Thousand Three Hundred & Sixty Six Only)** [which is 5% (Five percent) of the Sale Consideration] is to be paid to the Promoter on the completion of the plinth of the said Wing;
- (d) An amount of **Rs.5,87,366/- (Rupees Five Lakh Eighty Seven Thousand Three Hundred & Sixty Six Only)** [which is 5% (Five percent) of the Sale Consideration] is to be paid to the Promoter on the completion of the of the said Wing;
- (e) An amount of **Rs.5,87,366/- (Rupees Five Lakh Eighty Seven Thousand Three Hundred & Sixty Six Only)** [which is 5% (Five percent) of the Sale Consideration], is to be paid to the Promoter on the completion of the 1st & 2nd slab, of the said Wing;
- (f) An amount of **Rs.5,87,366/- (Rupees Five Lakh Eighty Seven Thousand Three Hundred & Sixty Six Only)** [which is 5% (Five percent) of the Sale Consideration], is to be paid to the Promoter on the completion of the 3rd & 4th slab, of the said Wing;
- (g) An amount of **Rs.5,87,366/- (Rupees Five Lakh Eighty Seven Thousand Three Hundred & Sixty Six Only)** [which is 5% (Five percent) of the Sale Consideration], is to be paid to the Promoter on the completion of the 5th & 6th slab, of the said Wing;
- (h) An amount of **Rs.5,87,366/- (Rupees Five Lakh Eighty Seven Thousand Three Hundred & Sixty Six Only)** [which is 5% (Five percent) of the Sale Consideration], is to be paid to the Promoter on the completion of the 7th & 8th slab, of the said Wing;
- (i) An amount of **Rs.5,87,366/- (Rupees Five Lakh Eighty Seven Thousand Three Hundred & Sixty Six Only)** [which is 5% (Five percent) of the Sale Consideration], is to be paid to the Promoter on the completion of the 9th & 10th slab, of the said Wing;

- (j) An amount of **Rs.5,87,366/- (Rupees Five Lakh Eighty Seven Thousand Three Hundred & Sixty Six Only)** [which is 5% (Five percent) of the Sale Consideration], is to be paid to the Promoter on the completion of the 11th & 12th slab, of the said Wing;
- (k) An amount of **Rs.5,87,366/- (Rupees Five Lakh Eighty Seven Thousand Three Hundred & Sixty Six Only)** [which is 5% (Five percent) of the Sale Consideration], is to be paid to the Promoter on the completion of the 13th & 14th slab, of the said Wing;
- (l) An amount of **Rs.5,87,366/- (Rupees Five Lakh Eighty Seven Thousand Three Hundred & Sixty Six Only)** [which is 5% (Five percent) of the Sale Consideration], is to be paid to the Promoter on the completion of the 15th & 16th slab, of the said Wing;
- (m) An amount of **Rs.5,87,366/- (Rupees Five Lakh Eighty Seven Thousand Three Hundred & Sixty Six Only)** [which is 5% (Five percent) of the Sale Consideration], is to be paid to the Promoter on the completion of the 17th slab, of the said Wing;
- (n) An amount of **Rs.5,87,366/- (Rupees Five Lakh Eighty Seven Thousand Three Hundred & Sixty Six Only)** [which is 5% (Five percent) of the Sale Consideration], is to be paid to the Promoter on the completion of the flooring work, of the said Wing;
- (o) An amount of **Rs.5,87,366/- (Rupees Five Lakh Eighty Seven Thousand Three Hundred & Sixty Six Only)** [which is 5% (Five percent) of the Sale Consideration], is to be paid to the Promoter on the completion of the finishing work, of the said Wing;
- (p) The balance amount **Rs.5,87,366/- (Rupees Five Lakh Eighty Seven Thousand Three Hundred & Sixty Six Only)** is to be paid to the Promoter against and at the time of handing over possession of the said Premises to the Allottee on/after the receipt of the Occupation Certificate or the Completion Certificate with respect to the Real Estate Project.
- (v) It is clarified that the Sale Consideration shall be payable by the Allottee in Bank Account Name- J K Developers Rera Collection A/C. Bank Account No. **777705001379** maintained with ICICI Bank Juhu Branch, Mumbai with IFSC Code ICIC0000366 (“the said Account”).
- (vi) The Sale Consideration excludes taxes (consisting of Goods and Service Tax and all levies, duties and cesses or any other indirect taxes, which may be levied, in connection with the construction of and carrying out the

Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties and cesses (whether applicable/payable now or which may become applicable/payable in the future), and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof. This forms the basis of the agreement.

- (vii) The Sale 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 for increase in development charges, costs or levies imposed by the Competent Authorities, etc., the Promoter shall enclose the said notification/order/rule/regulation/demand, published/issued in that behalf, to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The Allottee shall be bound to pay such increased charges as such charges are beyond the control of the Promoters.
- (viii) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Wing is complete and the Occupation Certificate is granted by the MBMC, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Sale Consideration payable on the basis of the carpet area of the said Premises shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3% (three percent), then the Promoter shall refund the excess money paid by Allottee within 45 (forty five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee towards the Sale Consideration, which shall be payable by the Allottee prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 3(viii), shall be made at the same rate per square meter as agreed in Clause 3(i) above.
- (ix) The Allottee authorizes the Promoter to adjust/appropriate all the payments made by him/her/them/it under any head(s) of dues against the lawful outstanding, if any, in his/her/their/its name as the Promoter may in its sole

discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her/their/its payments in any manner.

- (x) On a written demand being made by the Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default.
- (xi) If the Allottee 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, in the same manner detailed in this Clause 3 and Clause 21 below (which will not absolve the Allottee of its responsibilities under this Agreement).

3. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the MBMC at the time of sanctioning the plans or thereafter and shall, before handing over possession of the said Premises to the Allottee, obtain from the MBMC, the Occupation Certificate or Completion Certificate in respect of the said Premises.
4. Time is of the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Premises and handing over the said Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and which are listed in the **FIFTH SCHEDULE** hereunder written.

Similarly, the Allottee shall make timely payments of all the installments of the Sale Consideration and other dues payable by him/her/them/it and shall meet, comply with and fulfill all his/her/their/its other obligations under this Agreement.

5. **FSI, TDR and development potentiality with respect to the said Building on the said Plot:**

The Allottee hereby agrees, accepts and re-confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed hereinabove and as depicted in the layout plans, proformas and specifications at hereto and Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

6. **FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the said property to be developed/ Whole Project:**

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project of the said property to be developed (by utilization of the full development potential) and to develop the same in a phase-wise manner and to undertake multiple real estate projects therein in the manner more particularly detailed at Recital above and as depicted in the layout plans, proformas and specifications at Annexures “A” and “F” hereto constituting the Proposed Layout and the Proposed Potential and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

As an integral part of the agreement, the Allottee hereby confirms and consents to the irrevocable right of the Promoter to construct and sell the said building/structures on the said property to be developed and/or additional floors on the said Building being constructed /proposed to be constructed on the said property to be developed in the manner deemed fit by the Promoter without any further or other consent or concurrence in future and these consents and confirmation shall be treated as irrevocable No Objection (“NOC”) consent, permission given by the Allottee in favour of the Promoter and this NOC is also for the development of the said property to be developed by amalgamating the adjoining property with the property to be developed in future and to avail all such beneficial rights of FSI and other benefits of the property to be developed and either to be utilized on the said property to be developed or utilize such benefits on the adjoining property and the consent granted herein irrevocable, as the case may be.

7. Possession Date, Delays and Termination:

(i) The Promoter shall give possession of the said Premises to the Allottee on or before the **31/12/2025 (“Possession Date”)**, Provided however, that the Promoter shall be entitled to an extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:

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

(ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 8 (i) hereinabove), then the Allottee shall be entitled to either:

- (a) Call upon the Promoter by giving a written notice by courier / e-

mail / registered post A.D. at the address provided by the Promoter (“Interest Notice”), to pay interest at the prevailing rate of the State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon for every month of delay from the Possession Date (“the Interest Rate”), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over the possession of the said Premises by the Promoter to the Allottee;

OR

- (b) The Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter by courier / e-mail / registered post A.D. at the address provided by the Promoter (“Allottee Termination Notice”). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Allottee Termination Notice by the Promoter, the Promoter shall refund to the Allottee the amounts already received by the Promoter under this Agreement with interest thereon at the Interest Rate to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this Clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the parking space/s and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the parking space/s in the manner it deems fit and proper.
- (iii) In case the Allottee elects his/her/their/its remedy under Sub-Clause (ii)(a) above, then in such a case the Allottee shall not subsequently be entitled to the remedy under Sub-Clause (ii)(b) above.
- (iv) If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Allottee shall pay to the Promoter interest at the 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 Interest Rate.
- (v) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 8 (iv) above, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on the due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/their/its

proportionate share of taxes levied by the concerned local authority and other outgoings) and/or (b) the Allottee committing (___) defaults of payment of installments of the Sale Consideration, the Promoter shall be entitled to, at its own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give notice of 15 (fifteen) days, in writing, to the Allottee (“Default Notice”), by courier / e-mail / registered post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee fails 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 Interest Rate thereon and/or any part thereof, 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 (“Promoter Termination Notice”), by courier / e-mail / registered post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and car parking space in the manner as the Promoter may deem fit without any reference or recourse to the Allottee; and (ii) the Promoter shall be entitled to forfeit (a) 5% of the total consideration towards liquidated damages plus (b) brokerage fees plus (c) all other taxes and outgoings, if any due and payable in respect of the said Premises upto the date of Promoter Termination Notice, (d) the amount of interest payable by the Allottee in terms of this Agreement from the date of default in payment till the date of Promoter Termination Notice as aforesaid (“Forfeiture Amount”) as and by way of agreed genuine pre-estimate of liquidated damages. Further, upon termination of this agreement, the Promoter shall not be liable to pay to the Allottee any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee any Government Charges/Tax such as GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall, after the deduction of the Forfeiture Amount, refund the balance amount of the Sale Consideration to the Allottee. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and that the receipt of the said refund by cheque from the Promoter by the Allottee by registered post acknowledgement due at the address given by the Allottee in these presents whether the Allottee accept/s or encash/s the cheque or not, will amount to the said refund and the refund amount accepted by the Allottee shall be in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises.

8. The common areas, facilities and amenities in the said Project that may be usable

by the Allottee are listed in the **FIFTH SCHEDULE** hereunder written. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee are listed in the **FIFTH SCHEDULE** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **SIXTH SCHEDULE** hereunder written.

9. Procedure for Taking Possession:

- (i) Upon obtainment of the Occupation Certificate from the MBMC and upon payment by the Allottee of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing (“Possession Notice”). The Allottee agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer possession of the said Premises to the Allottee in writing within 7 (seven) days of receiving the Occupation Certificate of the Real Estate Project.
- (ii) The Allottee shall take possession of the said Premises within 15 (fifteen) days of the Possession Notice.
- (iii) Upon receiving the Possession Notice from the Promoter as per Clause 10(i) above, the Allottee shall take possession of the said Premises from the Promoter by executing the necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the said Premises within the time provided in Clause 10 (ii) above, the Allottee shall continue to be liable to pay maintenance charges and all other applicable charges with respect to the said Premises, as shall be decided by the Promoter.
- (iv) Within 15 (fifteen) days of the receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/their/its proportionate share, i.e., in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and the said Plot including, *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature or such other levies by the MBMC or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said property to be developed. Until the Society is formed and the Society Conveyance (defined below) is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoter

at its sole discretion, the Allottee shall pay to the Promoter provisional monthly contribution of Rs.3,500/- (Rupees Three Thousand Five Hundred only) per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until the Conveyance in favour of the society is duly executed and registered. On the execution of the Society Conveyance, the aforesaid deposits, less any deductions as provided for in this Agreement, shall be paid over by the Promoter to the Society.

10. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the said Wing or any defects on account of workmanship, quality or provision of service, 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 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 willful default and/or negligence of the Allottee and/or any other allottees and/or anyone claiming under any one of them, in the Real Estate Project.
11. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for purpose of Residency only. The Allottee shall use the car parking space/s only for purpose of parking vehicle.
12. Formation of the Society and Other Societies:
 - (i) Within a period of three months commencing from 51% (fifty one percent) of the total number of units/premises in the Real Estate Project being booked by allottees, the Promoter and the Promoter shall submit an application to the Competent Authorities to form a co-operative housing society to comprise solely of the Allottee and the other allottees of the units/premises in the said Building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.
 - (ii) The Allottee shall, along with the other allottees of the premises/units in the Real Estate Project, join informing and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of RERA and the RERA Rules, in respect of the Real Estate Project in which the allottees of the premises in the Real Estate Project alone shall be joined as members (“**the Society**”).
 - (iii) For this purpose the Allottee 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 Society and for becoming a member thereof, including the bye-laws of the 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, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

- (iv) The name of the Society shall be solely decided by the Promoter.
- (v) The Society shall admit all the allottees of the flats and premises in the said Building including the said Wing as members, in accordance with its bye-laws.
- (vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of the unsold premises in the Real Estate Project, if any. Post execution of the Society Conveyance, the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold 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 Society/Apex Body/ Other Societies for the sale/allotment or transfer of the unsold premises in the Real Estate Project or in the Whole Project, save and except the municipal taxes at actual (levied on the unsold premises) and a sum of Rs.1000/- (Rupees One Thousand) per month in respect of each unsold premises towards the outgoings.
- (vii) Post the execution of the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (viii) Upon 51% (fifty one percent) of the allottees of premises/units in the other real estate projects to be developed on the said Plot having booked their respective premises/units, the Promoter shall submit application/s to the Competent Authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in those particular real estate projects, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (“**Other Societies**”). The Promoter shall similarly undertake the necessary steps for the formation of the Other Societies in which the allottees of the premises/units comprised in the other real estate projects comprised in the said Larger Land shall become members, in accordance

with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and RERA Rules.

- (ix) The costs, charges, expenses, levies, fees, taxes, duties, including the stamp duty and registration charges, with respect to the formation of the Society and/or the Other Societies, including in respect of (a) any documents, instruments, papers and writings and (b) the professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the Society / the Other Societies and their respective members/intended members including the Allottee, as the case may be, and the Promoter shall not be liable toward the same.

13. Conveyance to the Society and Other Societies:

- (i) On or before _____ or in any case within 3 (three) months from the date of issuance of the Full Occupation Certificate of the entire layout with respect to the Real Estate Project, whichever is later, the Real Estate Project with the common areas, facilities and amenities described in the **FIFTH SCHEDULE** hereunder written shall be conveyed to the Society vide a registered Indenture of Conveyance, provided however that the basements, and stilts shall be retained by the Promoter and shall not be conveyed to the Society (“**Society Conveyance**”). The Society shall be required to join in the execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby, including the stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas, facilities and amenities and the Promoter shall not be responsible for the same.
- (ii) The Promoter shall execute and register similar conveyances in favour of the Other Societies with respect to their respective real estate projects.

14. Formation of the Apex Body:

- (i) Within a period of 3 (three) months from the obtainment of the Occupation Certificate of the last real estate project in the entire layout of the said property to be developed and the Whole Project, the Promoter shall submit application/s to the Competent Authorities to form a federation of societies comprising of the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules, if permissible (“**Apex Body**”). In the event, the formation of the federation of societies of all the real estate projects comprised in the Whole Project i.e. Apex Body is not

permissible under applicable laws, then in such event all the obligations of the Apex Body as stated herein shall performed and complied by the Society and Other Societies jointly and the term Apex Body shall be construed accordingly.

- (ii) The costs, charges, expenses, levies, fees, taxes, duties, including the stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.

15. Conveyance of the said Plot to the Apex Body:

- (i) Within a period of 3 (three) months from the registration of the Apex Body, the Promoters and Apex Body shall execute and register an indenture of conveyance whereby the Promoter shall convey all its right, title and interest in the said property to be developed and in all the areas, spaces, common areas, facilities and amenities in the said Plot that are not already conveyed to the Society/Other Societies, in favour of the Apex Body (“**Apex Body Conveyance**”). In the event, the formation of the federation of societies of all the real estate projects comprised in the Whole Project i.e. Apex Body is not permissible under applicable laws, then in such event within a period of 3 (three) months from the obtainment of the Occupation Certificate of the last real estate project in the layout of the said Plot and the Whole Project, the Promoters shall convey all its right, title and interest in the said Plot and in all the areas, spaces, common areas, facilities and amenities in the said property to be developed more particularly described in the **THIRD SCHEDULE** that are not already conveyed to the Society / Other Societies, in favour of the Society and Other Societies as the co-owner thereof.
- (ii) The Apex Body shall be required to join in the execution and registration of the Apex Body Conveyance. The costs, expenses, charges, levies and taxes on the Apex Body Conveyance and the transaction contemplated thereby, including stamp duty and registration charges shall be borne and paid by the Apex Body alone. Post the Apex Body Conveyance, the Apex Body shall be responsible for the operation, management and/or supervision of the said area conveyed, including any common areas, facilities and amenities and the Promoters shall not be responsible for the same.

16. The Allottee shall, before delivery of possession of the said Premises in accordance with Clause 8. (i) above, deposit the following amounts with the Promoter:

- (i) Rs.600/- (Rupees Six Hundred Only) for the share money and the application entrance fee of the Society and the Apex Body;
- (ii) Rs.1200/-(Rupees One Thousand Two Hundred only) for the formation and registration of the Society and the Apex Body;
- (iii) Rs.2,200/- (Rupees Two Thousand Two Hundred only) for the proportionate share of taxes and other charges/levies in respect of the Society and the Apex Body;
- (iv) Rs.6,000/- (Rupees Six Thousand only) for the deposit towards the provisional monthly contribution towards the outgoings of the Society and the Apex Body;
- (v) Rs.50,000/- (Rupees Fifty Thousand only) for the deposit towards the water, electricity and other utility and services connection charges (GST shall be charged as per rules); and
- (vi) Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) for the Club Membership Charges (GST shall be charged as per rules).
- (vii) Rs.84,000/- (Rupees Eighty Four Thousand only) towards the advance Maintenance charges of the society for 24 months (GST shall be charged as per rules).

The above amounts are not refundable and no accounts or statements will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter.

17. The Allottee shall pay to the Promoter a sum of Rs. 6,000/- (Rupees Six Thousand only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society/Apex Body, for preparing the rules, regulations and bye-laws of the Society/Apex Body, and the cost of preparing and engrossing the Society Conveyance, the Apex Body Conveyance and other deeds, documents and writings.
18. Certain facilities such as club house and swimming pool shall have usage charges in addition to the said membership fees, and, the same shall be paid by the Allottee as and when demanded by the Promoter along with applicable taxes thereon.
19. The Promoter has informed the Allottee that there may be common access roads, street lights, common recreation spaces, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plants and other common amenities and conveniences in the layout of the said Plot. The

Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee along with the other allottees of the flats/units/premises in the Real Estate Project and/or on the said Larger Land, and the Allottee shall proportionately share such expenses and charges in respect thereof as also the maintenance charges. Such proportionate amounts shall be payable by each of the allottees of the flats/units/premises on the Real Estate Project, including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the allottees of the flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the said Plot or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings which are to be developed and constructed on any portion of the said Plot.

20. The Promoter may appoint a third party/agency for the purpose of maintaining the Real Estate Project on such terms and conditions as may be deemed fit.

21. Loan and Mortgage:

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

(ii) All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage, however, the Promoter shall have the First Charge on the unpaid amount.

(iii) The agreements and contracts pertaining to such loan and mortgage 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 Sale Consideration and balance other amounts payable by the Allottee under this Agreement.

(iv) In the event of any enforcement of security/mortgage by any bank/financial

institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law.

22. Representations and Warranties of the Promoters:

The Promoters hereby represent and warrant to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes and subject to what is stated in the said Title Certificate:

- (i) The Promoters have a clear and marketable title and has the requisite rights to carry out development upon the said Plot and also has actual, physical and legal possession of the said Plot for the implementation of the Whole Project;
- (ii) The Promoter has lawful rights and the requisite approvals from the Competent Authorities to carry out the development of the Real Estate Project and shall obtain the requisite approvals from time to time to complete the development of the Real Estate Project;
- (iii) There are no encumbrances upon the Real Estate Project;
- (iv) There are no litigations pending before any Court of Law with respect to the Real Estate Project;
- (v) All the approvals, licenses and permits issued by the Competent Authorities with respect to the Real Estate Project are valid and subsisting and have been obtained by following the due process of law. Further, all the approvals, licenses and permits to be issued by the Competent Authorities with respect to the Real Estate Project, shall be obtained by following the 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 Real Estate Project and the common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement and/or any other agreement / arrangement with any person or party with respect to the said property to be developed and/or the said Premises, which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted, in any manner whatsoever, from selling the said Premises to the Allottee in the manner

contemplated in this Agreement;

- (ix) At the time of execution of the Society Conveyance, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the **FIFTH SCHEDULE** hereunder written to the Society;
- (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 Real Estate Project to the Competent Authorities till the Society Conveyance and thereafter the same shall be borne by the Society;
- (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 said Larger Land) has been received or served upon the Promoter in respect of the said Plot and/or the Project except those disclosed to the Allottee.
- (xii) The Promoter specifically hereby represent as mentioned below:
 - (a) There is no litigation in relation to the said property.
 - (b) No right of way granted from the said Plot or to the said plot;
 - (c) The Promoter has not taken any loan on the said Plot or FSI or given as security or collateral security.

23. The Allottee, with intention to bring all the persons into whosoever's hands the said Premises and/or its rights, entitlements and obligations under this Agreement may come, hereby covenants with the Promoter as follows:

- (i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date the possession of the said Premises is taken by the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the applicable rules, regulations or bye-laws or in any manner change/alter or make any addition/s in or to the said Wing in which the said Premises is situated and the said Premises itself or any part thereof, without the consent of the Local Authorities and the Promoter.
- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or are likely to damage the staircases, common passages and/or any other structure of the said Building in which

the said Premises is situated, including the entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of the negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- (iii) To carry out at his/her/their/its own cost all the internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned Local Authority or other Public Authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the Concerned Local Authority and/or other Public Authority.
- (iv) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, in particular so as to support, shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, parris or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Real Estate Project or whole project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said property to be developed and/or the Real Estate Project in which the said Premises is situated.
- (vii) Pay to the Promoter within 15 (fifteen) days of the demand by the Promoter, his/her/their/its share of the security deposit demanded by the concerned Local Authority or Government or giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.

- (viii) Bear and pay, in a timely manner and forthwith, all amounts, dues, taxes and installments of the Sale Consideration, as required to be paid under this Agreement.
- (ix) Not to change the user of the said Premises without the prior written permission of the Promoter and Society.
- (x) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license or part with the interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or his/her/their/its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, levies, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with the applicable interest thereon (if any) at the Interest Rate. In the event the Allottee is desirous of transferring the said Premises and/or his/her/their/its rights under this Agreement prior to making such full and final payment, then the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.
- (xi) The Allottee shall observe and perform all the rules and regulations which the Society and the Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said Wing and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned Local Authority and of the Government and other Public Bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society / the Apex Body regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses and/or other outgoings in accordance with the terms of this Agreement.
- (xii) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof. Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project, the Promoter and their surveyors and agents with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof and undertake the necessary works.
- (xiii) Till the Apex Body Conveyance is executed in favour of the Apex Body,

the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property to be developed, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.

- (xiv) Not to affix any fixtures or grills on the exterior of the Real Estate Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter.
- (xv) The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project.
- (xvi) Not to do either by himself/herself/itself/themselves or through any other person anything which may or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and/or the installations for providing facilities in the Real Estate Project including any electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate etc. or any common areas, facilities and amenities.
- (xvii) The Allottee is/are aware that alternate arrangements for water supply through tankers will be made for the Allottee's convenience. Expenses incurred for the same will be charged in the maintenance bill till the MBMC water connection is received. The water connection from the MBMC shall be subject to availability and the rules, regulations and bye laws of the MBMC and the Promoter shall not be held responsible for the same. The Allottee shall not raise any objection and or claims about the unavailability of supply of water from MBMC and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for his/her/their convenience.

24. The Allottee hereby represents and warrants to the Promoter as follows:

- (i) He/she/it/they/is/are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein or enter into this Agreement and/or to undertake the obligations, covenants etc. contained herein;
- (ii) He/she/it/they/has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be; and

- (iii) He/she/it/they is/are not sentenced to imprisonment for any offence not less than 6 (six) months.
 - (iv) He/She/it/they have the requisite finance or source of finance to enter into this agreement.
25. The Promoter shall maintain a separate account in respect of the sums received from the Allottee as an advance or deposit, the sums received on account of the share capital for the promotion of the Society or towards the outgoings and legal charges and shall utilize such amounts only for the purposes for which they have been received.
26. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the said property to be developed and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim, save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance and the Apex Body Conveyance, as the case may be.
27. Promoter shall not Mortgage or Create a Charge:
- After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then, notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises as mentioned hereinabove.
28. Binding Effect:
- Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes thereto along with the payments due as stipulated in the Payment Plan at Clause 3 above, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for the registration of the same before the concerned office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the office of the Sub-Registrar of Assurances for its registration as and when intimated by the Promoter, then the Promoter shall serve a written notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days

from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all the sums deposited by the Allottee in connection therewith, including the booking amount, shall be returned to the Allottee (excluding GST and applicable Taxes) without any interest or compensation whatsoever.

29. Entire Agreement:

This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking forms, letters of acceptance, allotment letters, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises / Wing, as the case may be.

30. Right to Amend:

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

31. Provisions of this Agreement Applicable to Allottee/subsequent allottees:

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

32. Severability:

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

33. Method of Calculation of Proportionate Share:

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

34. Further Assurances:

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

35. Waiver:

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

36. Place of Execution:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After this Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution hereof, this Agreement shall be registered at the concerned office of the Sub-Registrar of Assurances.

The Allottee and/or the Promoter shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act, 1908 and the Promoter and/or its authorized signatory shall attend such office and admit the execution thereof.

37. All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by courier or registered post A.D or notified e-mail ID/ under certificate of posting at their respective addresses specified below:

Promoter Name/Party of the First Part:

J K DEVELOPERS,

Tusshar House, Plot No. 27,

JVPD Scheme, N S Road No. 7,

Juhu, Vile Parle (West), Mumbai- 400049.

Notified Email ID: _____

Allottee/Party of the Second Part:

**MOHAMMED MUJEEB SHAH KHAN &
HUMA SULTANA,**

S/O: Mohammed Habeeb Shah Khan,

Flat No-305,Embassy Building, Shastri Nagar,
Lokhandwala Complex, Andheri West, Mumbai,
Azad Nagar, Maharashtra, 400053.
Notified Email ID: mujeeb@hotmail.com

It shall be the duty of the Allottee and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post A.D., failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter and the Allottee, as the case may be.

38. Joint Allottees:

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

39. Stamp Duty and Registration Charges:

The charges towards stamp duty fees and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises and the said Car Parking Space/s shall be borne by the Allottee alone. The said charges shall be subject to GST charges and applicable Taxes.

40. Dispute Resolution:

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 RERA and the Rules and Regulations thereunder.

41. Governing Law:

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 will have exclusive jurisdiction with respect to all the matters pertaining to this Agreement.

42. Permanent Account Numbers:

Details of the Permanent Account Numbers of the Promoter and Allottee are set out below:

PARTY	PAN
J K DEVELOPERS	AAEPK1526B
MOHAMMED MUJEEB SHAH KHAN	DEPPS6154P
HUMA SULTANA	DEZPS0860C

43. Construction of this Agreement:

(i) The Schedules and Annexes form part of this Agreement and shall have the

same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;

- (ii) References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (iii) Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

First Schedule
(Description of Larger Property)

All those piece and parcel of land bearing Survey No. 24, Hissa No. 1, admeasuring H-1, R-38, Prati- 9 i.e. equivalent to 13890 sq. mtrs, Survey no. 26, Hissa No. 7, admeasuring H- 1, R-10, Prati – 5, i.e. equivalent to 50 Sq. Mtrs., Survey No. 26, Hissa No. 8, admeasuring H-0, R-12, Prati 1, i.e. equivalent to 1210 sq. mtrs., Survey No. 26, Hissa No. 9, Admeasuring H-0, R-10, Prati – 6, i.e. equivalent to 1060 sq. mtrs., Survey No. 25, Hissa No. 1, admeasuring H- 1, R- 96, Prati – 1, equivalent to 9610 Sq. mtrs., Survey No. 21, Hissa No. 1, admeasuring to H- 1, R-10, Prati – 9, i.e. equivalent to 11090 sq. mtrs., survey no. 112, Hissa No. 3, admeasuring H- 0, R- 39, Prati – 8, equivalent to 3980 sq. mtrs., situate, lying and being at village Ghodbunder, Taluka and District – Thane within the limit of Mira Bhayander Municipal Corporation and within the registration at district and sub District – Thane.

First Schedule A
(Description of J K Developers Property)

All those piece and parcel of land bearing Survey no. 20/6 admeasuring 183 sq mtrs and land bearing Survey no. 20/7 admeasuring 401 sq mtrs situate, lying and being at village Ghodbunder, Taluka and District – Thane within the limit of Mira Bhayander Municipal Corporation and within the registration at district and sub District – Thane.

Second Schedule
(Description of Balaji Property)

All that piece or parcel of land or ground lying, being and bearing (1) Survey No. 21/1 admeasuring Hectore Are 1-10-09 equivalent to 11090 sq. mtrs. , (2) Survey No. 24/1 admeasuring H-R-A 1-38-09 equivalent 13890 sq. mtrs. or thereabouts of Village Ghodbunder Taluka and District Thane within the limit of Mira Bhayander Municipal Corporation and within the Registration District and Sub-District of Thane.

Third Schedule
(Description of the Property which is being developed)

All that piece or parcel of land or ground lying, being and bearing (1) Survey no. 21, Hissa No. 1, admeasuring area 11090 sq.mtrs., (2) and portion of land bearing Survey no. 24, Hissa no. 1 (Old) & now New Survey No 24/2, admeasuring area 8273 sq. mtrs or thereabout of village Ghodbunder, Taluka and District – Thane within the limit of Mira Bhayander Municipal Corporation and within the registration at district and sub District – Thane.

Boundries	East – Survey No. 21/2
	West – Survey No. 27/4
	North – Survey Nos. 20/5 & 20/7
	South – Survey No. 24/3

**Fourth Schedule
(Description of the Premises)**

Residential Unit No. “**A/104**” (consisting of two Bedroom / Hall & Kitchen) admeasuring **61.17 sq. mtrs.** Equivalent to **658 sq. ft. Carpet.** And Open Balcony Area admeasuring **11.04 sq. mtrs** equivalent to approx. **118.79 sq. Ft.**

**Fifth Schedule
Common Areas And Common Facilities**

1. Common areas shall include:
 - a. Areas covered under the external and internal walls and pardis (built up areas).
 - b. Staircases, lobbies, passages and landings, common terraces (excluding pocket/attached terraces/garden abutting certain units and as such, exclusively allotted to Purchaser/s of the unit) open spaces appurtenant to the Building including garden.
2. Common facilities in the Building shall include:
 - a. Overhead and underground water storage tanks and water pipes, water meter, pump room with pumps and accessories.
 - b. Drainage and sewerage, including septic tank and soak STP, etc.
 - c. Electrical common load wiring, starters/switches and all common wirings.
 - d. Common lights in staircases, landings, gates, terrace and compounds.
 - e. Unallotted open bathroom spaces.
 - f. Compound gate/s.
 - g. Common compound walls.

Limited Common Areas and Facilities

Prorata right along with all purchasers of premises in the Building in the limited common areas and facilities i.e. to say:

1. Staircase
2. Entrance Hall
3. Lift, lift machine room (if any);
4. Car parks. (If Allotted)
5. Club House

Outdoor Amenities

1. Swimming Pool
2. Pool Deck
3. Pergola
4. Jogging Track
5. Party Lawn
6. Lawns
7. Steps
8. Shrubs
9. Avenue Plants
10. Gazebo
11. Garden Paving
12. Kids Play Area

Sixth Schedule

Living room and passage	
Flooring with Skirting	Vitrified tile- 800 x 1600
Wall	Gypsum punning with PLASTIC paint finish
Ceiling	Gypsum finished with white Plastic paint finish
Doors and windows jambs	Wooden Frames Bed room And Main Door, Granite for Toilet Doors & Windows.
Decks	
Terraces /Balconies-Flooring	Vitrified Tiles Of 600mm x 600 mm
Terraces /Balconies-Skirting	Vitrified Tiles Of 600mm x 600 mm
Deck railing	MS railing with epoxy paint from Asian paints or equivalent make
Kitchen	
Flooring	800 mm x 1600 mm
Wall finish	Gypsum punning with PLASTIC paint finish
Kitchen counter	Granite
Ceiling	Gypsum finished with white Plastic paint finish
Door and window jambs	Wooden Frames Bed room And Main Door, Granite for Toilet Doors & Windows.
WC / Bath	
Dado- full height	Vitrified Tiles Of 600mm x 600mm (Till door height)
WC fitting	Ceramic-EWC- Wall mounted fitting with flushing tank
Thresh hold	Granite
Common toilet	
Flooring	Vitrified Tiles Of 600mm x 600 mm
Wash basin counter	Vitrified Tile 600mm x 600 mm
Bedrooms	
Flooring with Skirting	Vitrified Tile- 800mm x 1600 mm
Wall	GYP SUM punning with PLASTIC paint finish
Ceiling	Gypsum finished with white Plastic paint finish
Dry balcony/ Utility	
Dry balcony flooring	Vitrified Tiles Of 600mm x 600 mm

SIGNED AND DELIVERED

By **J K DEVELOPERS** through its proprietor

MR. JEETENDRA ALIAS RAVI AMARNATH KAPOOR)

In the presence of
Witness –

1. _____

2. _____

SIGNED AND DELIVERED

By within named Purchaser

MOHAMMED MUJEEB SHAH KHAN

)

HUMA SULTANA

)

In the presence of
Witness –

1.) _____

2.) _____

AGREEMENT FOR SALE

Dated _____ day of _____ 2023

BETWEEN

J K DEVELOPERS

AND

MOHAMMED MUJEEB SHAH KHAN

&

HUMA SULTANA