# AGREEMENT FOR SALE

THIS **AGREEMENT** is made at Mumbai on this **18th** day of **July** in the Christian Year **TWO THOUSAND AND TWENTY-FOUR**

# BETWEEN

**M/S. ALLIANCE INFRACORP DEVELOPERS**, a Partnership Firm registered under the Indian Partnership Act, 1932 and having its registered office at 315, Commerce House, 140, N. M. Road, Fort, Mumbai 400 023, through its authorized Partners **1) Mr. Suresh Dalichand Seth Age - 54 years and 2) Mr. Yash Ritesh Mutha Age - 27 Years**, hereinafter referred to as **"THE OWNERS/PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and his/her/their successors and assigns) of the **ONE PART;**

# AND

**Mrs. Madhavi Amarkant Sonawane Age-53** PAN No. **BHTPS9064F,** Indian Inhabitant/s, having his/her/their address at **Flat-002, Vivasana CHS, Khanda Colony, Navi Mumbai - 420206** hereinafter referred to as **"THE ALLOTTEE/PURCHASER/S"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include (a) in case of individual/s his/her/their heirs, executors, administrators and permitted assigns, (b) in case of firm, such firm, its partner/s or survivor/s and heirs, executors, administrators and permitted assigns of last such survivor , (c) in case of a limited company or limited liability partnership its successors and permitted assigns and (d) in case of HUF, the Karta of the HUF and any or each of the adult members/coparceners of the HUF and the survivor/s of them and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns) of the **OTHER PART:**

[The Owners/Promoters and the Allottee/Purchaser/s are hereinafter, wherever the context may so require, individually referred to as **“Party”**, and collectively referred as **“Parties”**].

# W H E R E A S:

1. By a Deed of Conveyance dated 28th February, 2008 and registered with the Sub-Registrar of Assurances Mumbai - 3 under registration no. BBE - 3/ 2652/ 2008 made between (1) RAVINDRA PANDURANG BERDE, (2) KRANTIKUMAR PANDURANG BERDE, (3) SHARWARI CHANDRASHEKHAR BERDE, (4) MAYUR CHANDRASHEKHAR BERDE, (5) PRIYA LAXMIKANT BERDE for self and as mother and natural guardian of her minor children namely ABHINAY LAXMIKANT BERDE and SHIVANANDI LAXMIKANT BERDE, (6) ARUNA DEEPAK TAUSALKAR, (7) MANISHA MANOHAR KELKAR, (8) DATTATRAY MAHADEV BERDE, (9) MANGALA MANOHAR REDIJ, (10) SUCHITA SURYAKANT SHETYE, (11) BHAVNA RAVINDRA DHAMANASKAR, (12) URMILA PRABHAKAR BERDE, (13) SANTOSH PRABHAKAR BERDE and (14) JITENDRA PRABHAKAR BERDE (therein jointly referred to as “The First Vendors”) of the First Part AND (1) USHA KAMLAKAR DATAR, (2) PRABHA ARUN GOKHALE and (3) AAMOD ARUN GOKHALE (therein jointly referred to as “The Second Vendors”) of the Second Part and M/s. ALLIANCE INFRACORP DEVELOPERS, the Owners /Promoters herein (therein referred to as the Purchasers) of the Third Part, the First Vendors and Second Vendors therein sold, transferred and conveyed unto the Purchasers therein being the Owners/Promoters herein all that piece or parcel of land bearing Cadastral Survey No. 217 of Lower Parel Division admeasuring 1476.59 sq. mtrs as per the property card and 1573 sq. mtrs as per title deed situate at Sitaram Jadhav Marg, Lower Parel (West), Mumbai – 400013 together with the structure/ building thereon known as “58 Motiram Dayaram Chawl” consisting of tenants/ occupants and more particularly described in the Schedule thereunder written which corresponds to the property described as Secondly in the First Schedule hereunder written at the price and on the terms and conditions therein contained.
2. By a Deed of Conveyance dated 7th May, 2009 and registered with the Sub- Registrar of Assurances at Mumbai - 3 under registration no. BBE - 3/ 3729/ 2009 of 2009 made between (1) MAFATLAL JAYANTILAL GOHIL, (2) MAHENDRA JAYANTILAL GOHIL, (3) KARANKUMAR JAYANTILAL GOHIL and (4) DILIP JAYANTILAL GOHIL (therein jointly referred to as “The Vendors”) of the one part and M/s. SHUBHAM ENTERPRISES (therein referred to as “The Purchasers”) of the other part, the Vendors therein sold, transferred and conveyed unto the Purchasers therein all that piece or parcel of land bearing Cadastral Survey No. 216 of Lower Parel Division admeasuring 695.66 sq. mtrs situate at Sitaram Jadhav Marg, Lower Parel (West), Mumbai – 400013 together with the two buildings thereon earlier known as “Abdul Kadar Chawl” and now known as “Gohil Sadan” consisting of tenants/ occupants and more particularly described in the Schedule thereunder written at the price and on the terms and conditions therein contained.
3. By a Deed of Conveyance dated 3rd June 2010 registered with the office of Sub- Registrar of Assurance at Mumbai - 3 under registration no. BBE-3/ 5422/ 2010 made between M/s. SHUBHAM ENTERPRISES (therein referred to as “The Vendors”) of the one part and M/s. ALLIANCE INFRACORP DEVELOPERS(therein referred to as “The Purchasers”) of the other part, the Vendors therein sold, transferred and conveyed unto the Purchasers therein, being the Owners/Promoters herein all that piece or parcel of land bearing Cadastral Survey No. 216 of Lower Parel Division admeasuring 695.66 sq. mtrs situate at Sitaram Jadhav Marg, Lower Parel (West), Mumbai – 400013 together with the two buildings thereon earlier known as “Abdul Kadar Chawl” and now known as “Gohil Sadan” consisting of tenants/ occupants and more particularly described in the Schedule thereunder written and which corresponds to the property described as Firstly in the First Schedule hereunder written at the price and on the terms and conditions therein contained.
4. In the premises the Owners/Promoters herein became seized and possessed of property bearing Cadastral Survey No. 216 of of Lower Parel Division admeasuring 695.66 sq. mtrs (“**said First Land**”) situate at Sitaram Jadhav Marg, Lower Parel (West), Mumbai – 400013, together with two buildings thereon earlier known as “Abdul Kadar Chawl” and now known as “Gohil Sadan” and property bearing Cadastral Survey bearing No. 217 of Lower Parel Division admeasuring 1476.59 sq. mtrs as per the property card and 1573 sq. mtrs as per title deed (“**said Second Land**”) situate at Sitaram Jadhav Marg, Lower Parel (West), Mumbai – 400013 together with the structure/ building thereon known as “58 Motiram Dayaram Chawl” (since demolished) and more particularly described as Firstly and Secondly in the First Schedule hereunder written and hereinafter collectively referred to as **‘the said Properties’.** The said First Land and the said Second Land are hereinafter for the sake of brevity collectively referred to as the ‘***said Land***’.
5. The buildings in the said Properties were in the exclusive use and occupation of various Tenants/Occupants. The Owners/Promoters being desirous of carrying out the redevelopment of the said Properties under the then prevailing provisions of 33 (7) of Development Control Regulations, 1991 or in accordance with any other rule and regulation for the time being in force and/or any other provisions/further modifications thereto had approached the Tenants/Occupants and have arrived at an arrangement with the said Tenants/Occupants who have granted their consent and expressed their willingness to participate in the scheme of the redevelopment.
6. Mumbai Building Repairs and Reconstruction Board (MBRRB) unit of MHADA issued its NOC dated 19.11.2008 bearing no.R/NOC/F-1598/5035/MBRRB-08 for Redevelopment of the property described Secondly in the First Schedule hereunder written and NOC dated 20.06.2009 bearing no.R/NOC/F- 1694/2649/MBRRB-09 for Redevelopment of the property described Firstly in the First Schedule hereunder written under the then prevailing provisions of Regulation 33(7) of the Development Control Regulations, 1991, validity of which was extended from time to time.
7. The Owners/Promoters herein having formulated a comprehensive scheme for re-development by amalgamating the said two Properties described in the First Schedule hereunder written have obtained Composite Redevelopment NOC from Mumbai Building Repairs and Reconstruction Board (MBRRB) unit of MHADA bearing No. R/NOC/F-1598 & 1694/3239/MBRRB-10 dated 2nd August, 2010 read with Revised NOC bearing no. R/NOC/F-1598 & 1694/8452/MBRRB- 2021 dated 8th October, 2021 and have also obtained from the Municipal Corporation of Greater Mumbai sanction of Building Plans, IOD bearing No. EB/5329/GS/A dated 03rd January, 2011, Amended IOD bearing no. EB/5329/GS/A dated 14.09.2015 and Commencement Certificate bearing No. EB/5329/GS/A dated 15th April, 2013, 01st July,2016, 16th May, 2018 read with further Commencement Certificate dated 17th June 2022 and 07th July, 2022 and 07th July, 2023 and having obtained the said requisite sanctions from the Concerned Authorities have vacated the tenants/occupants from the said properties, demolished the existing buildings/structures and have commenced construction of a new multi storied Commercial Cum Residential building known as **"FORTUNA BLUE"** in accordance with the sanctioned building plans and permissions.
8. As per the Building Approvals, the Owners/Promoters shall be constructing a new multi-storied Commercial Cum Residential building on the said Land to be known as **“FORTUNA BLUE”** presently proposed to be consisting of Wing A and Wing B comprising of Ground plus 3 podium level and 19 upper floors (hereinafter referred to as **"the Proposed Building"**);
9. The Owners/Promoters propose to construct Wing A which shall rehabilitate the existing tenants/occupants and some flats/premises therein shall be sold to prospective purchasers and Wing B shall comprise of various allottees/purchasers of premises for sale and some premises on ground floor shall be allotted to the existing tenants/occupants. The Allottee/s has/have no- objection whatsoever for the same.
10. It is clarified that out of the said Land an area of 370.43 square meters is earmarked as and reserved under the applicable Development Plan for Greater Mumbai as a Development Plan Road (“**Proposed DP Road Land**”) and the same shall be handed over by the Owners/Promoters to the MCGM/other concerned authorities and the Owners/Promoters alone shall be entitled to the compensation/benefits receivable for construction and development or handover of such road, if any.
11. The Owners/Promoters have entered into a prescribed Agreement with Architect C Studio (Architects) registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects and also appointed D.R.Patel (Structural Engineer) for preparing structural designs and drawings and specifications of the Proposed Building and the Allottee/Purchaser/s accept/s the professional supervision of the said Architect and the said structural Engineer till the completion of the Proposed Building unless otherwise changed;
12. The Allottee/Purchaser/s being fully satisfied in respect to the title to the said Properties and the right of the Owners/Promoters to construct the Proposed Building and sell/alienate the free sale Apartments/units thereof has/have approached the Owners/Promoters and applied for allotment of Apartment in the B Wing in the Proposed Building known as “**FORTUNA BLUE”** under construction on the said Land at the price and on the terms and conditions hereinafter appearing;
13. Accordingly, the Owners/Promoters herein have allotted to the Allottee/Purchaser/s, an Apartment bearing No.**1801** admeasuring **749** sq. ft. RERA carpet area on the **18th** floor in **Wing B (“said Apartment”)** in the Proposed Building to be known as **"FORTUNA BLUE"** being constructed on the said Land described in the First Schedule hereunder written;
14. The title of the Owners/ Promoters has been set out in the Certificate of Title issued by Prayag Joshi, Advocate dated 18th February 2022 in respect of the said Properties described in the First Schedule hereunder written. The Allottees/Purchasers further confirms that the copy of the Certificate of Title annexed to this Agreement is True Copy of the Original Certificate inspected by the Allottee/Purchasers. The Allottee/Purchasers accepts the said Title Certificate.The Allottee/Purchaser/s has/have fully satisfied himself/ herself/ themselves/ itself as regards the title of the said Properties and the right of the Owners/Promoters to develop the said Properties and sell/alienate the free sale flats/units and shall not be entitled to raise any further requisition/s or objection/s on any matter or matters relating thereto. The Allottee/Purchaser/s confirm/s that he/she/they/it has/have visited and inspected the said Properties and has/have familiarized himself/ herself/ themselves/ itself with the scheme of Development undertaken by the Owners/Promoters on the said Properties.
15. The Allottee/ Purchaser/s is/are aware that the marketing collaterals provided by the Owners/Promoters to the Allottee/Purchaser/s in respect of the Project contained materials / pictorial depictions in the nature of artists’ impressions and the same would differ on actual basis. The Allottee/Purchaser/s undertakes not to raise any objections with respect to any difference in the Project from such marketing collaterals.
16. The Allottee/Purchaser/s has / have demanded and has/have also taken inspection of all the documents of title relating to the said Properties, the aforesaid Conveyances, MHADA NOC, Intimation of Disapproval , Commencement Certificate issued by the Municipal Corporation of Greater Mumbai in accordance with regulation 33(7) of the Development Control Regulations, Greater Mumbai, 1991 and/ or Development Control & Promotion Regulations, 2034 (DCPR 2034), the plans, designs and specifications prepared by the Owner/Promoter’s Architect, and all other documents required to be furnished to the Allottee/s by the Promoters under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**said Act**”) and the Rules made there under to the extent possible and the Allottee/Purchaser/s confirm/s that after having satisfied himself/herself/themselves/itself with respect to the same, the Allottee/Purchaser/s has/have entered into this Agreement knowing fully well and understanding the implications thereof including the rights and entitlements available to and reserved by the Owners/Promoters contained in these presents;
17. Authenticated copies of the following documents are annexed hereto as **Annexures “A” to “H”** respectively:-
    1. Plans of Plot Layout as approved by MCGM. **(ANNEXURE “A")**;
    2. Floor Plans and Specifications of the Apartment agreed to be purchased by the Allottee/Purchaser/s as sanctioned and approved by the MCGM (**ANNEXURE "B"**);
    3. Property Register Cards **(ANNEXURE “C”)**;
    4. Revised NOC bearing no. R/NOC/F-1598 & 1694/8452/MBRRB- 2021 dated 8th October, 2021 issued by Mumbai Building Repairs and Reconstruction Board (MBRRB) unit of MHADA. (**ANNEXURE “D”**);
    5. IOD bearing No. EB/5329/GS/A dated 03rd January, 2011 and Amended IOD bearing no. bearing No. EB/5329/GS/A dated 14th September, 2015 issued by MCGM. (**ANNEXURE “E”**);
    6. Commencement Certificate bearing EB/5329/GS/A dated and 07th July, 2023 (**ANNEXURE “F”);**
    7. Certificate of Title from Prayag Joshi, Advocate dated 18th February 2022 (**ANNEXURE “G”**);
    8. Copy of RERA Certificate dated 22nd October 2018 bearing Registration no. P51900018299 issued by Maharashtra Real Estate Regulatory Authority. (**ANNEXURE “H”**);
18. The Owners/Promoters have informed the Allottee/Purchasers and accordingly, the Allottee/Purchaser/s is/are aware that the Owners/ Promoters have obtained some of the approvals and certain other approvals (or amendments to current approvals) may be received from various authorities from time to time, so as to obtain Occupancy Certificate of the Proposed Building and the Allottee/Purchaser/s has/have entered into this Agreement without any objection or demur and agree(s) not to raise and waive his/her/their right to raise any objection in that regard;
19. The Allottee/Purchaser/s in view of the said allotment has requested the Owners/Promoters herein to enter into this Agreement agreeing to sell to the Allottee/Purchaser/s the said Apartment bearing No.**1801** admeasuring **749** sq. ft. RERA carpet on the **18th** floor in the Wing B, in the Proposed building known as **"FORTUNA BLUE"** at the price and on the terms and conditions hereinafter contained;
20. The Allottee/Purchaser/s hereby expressly confirms that he/she/they/it has/have agreed to enter into this Agreement with full knowledge, implication, effect, etc. of various terms and conditions contained in the above-said documents, plans, orders, layout of the said Land including the rights and entitlements available to and reserved by the Owners/Promoters contained in these presents.
21. The Parties relying on the confirmations, representation 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;
22. Prior to the execution of these presents the Allottee/Purchaser/s have paid to the Owners/Promoters herein, a sum of **Rs. 22,16,100/-** (**Rupees Twenty Two Lakhs Sixteen Thousand One Hundred Only**) as an advance money or an Application fees (the payment and receipt whereof the Owners/Promoters doth hereby admit and acknowledge) towards the Sale Consideration of the premises agreed to be sold to the Allottee/Purchaser/s and the Allottee/Purchasers has agreed to pay to the Owners/Promoters balance of the Sale Consideration in the manner hereinafter appearing;
23. The Owners/Promoters have registered the project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 (RERA) with the Real Estate Regulatory Authority at Mumbai no. **P51900018299**
24. Under Section 4 of the Maharashtra Ownership Flat Act, 1963, as well as under section 13 of RERA, the Owner/Promoters are required to execute a written Agreement for Sale of said Apartment with the Allottees/Purchasers, being in fact these presents and also to register said Agreement under Registration Act, 1908.
25. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties hereto, the Owners/Promoters hereby agrees to sell and the Allottee/Purchaser/s hereby agrees to purchase the Apartment (if applicable) and more particularly described in Second Schedule hereunder written (hereinafter referred to as the ***“said* Premises**”).

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:**

# RECITALS TO FORM AN INTEGRAL PART OF THIS AGREEMENT:

The Recitals above form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced in verbatim.

# OWNERS/PROMOTERS TO CONSTRUCT THE PROPOSED BUILDING:

The Owners/Promoters shall, under the normal conditions and subject to availability of required building materials, construct and complete the Proposed Building to be known as “**FORTUNA BLUE**” on the said Land in accordance with the plans, designs, specifications as approved by MHADA, MCGM, the Government and other concerned authorities from time to time (and which sanctioned plans as well as proposed plans have been seen and approved by the Allottee/Purchaser/s) with only such variations therein as the Owners/Promoters may consider necessary or as may be required by the concerned local authority/ Government to be made in them or any of them. Provided that the Owners/Promoters shall have to obtain prior consent in writing of the Allottee/Purchaser/s in respect of variations or modifications which may adversely affect the said Apartment except any alteration or addition required by any Government authorities or due to change in law.

# TRANSACTION:

* 1. The Allottee/Purchaser/s hereby agrees to purchase from the Owners /Promoters on “ownership basis” and the Owners /Promoters hereby agrees to sell to the Allottee/Purchaser/s, a premises bearing Apartment No. **1801** admeasuring **749** sq. ft. RERA carpet area on the **18th** Floor, B Wing as shown hatched on the floor plan thereof and hereto annexed and marked as **Annexure "B"** (“***said Apartment***”) in the Proposed Building to be known as **"FORTUNA BLUE"** being constructed on the Land, described in the Second Schedule hereunder written (hereinafter referred to as "**the said Premises**") for the aggregate sale consideration of **Rs. 2,20,61,000/**- **(Rupees Two Crore Twenty Lakhs Sixty-One Thousand only)** including the proportionate price of the common areas and facilities appurtenant to the premises. The nature, extent and description of the common/limited common areas and facilities are more particularly described in the Third Schedule hereunder written. The list of specification and amenities to be provided in the said Premises agreed to be purchased by the Allottee/Purchaser/s is described in the Fourth Schedule hereunder written.
  2. It is expressly understood by the Allottees/Purchaser/s that the said Apartment shall be used for the purpose of residence only.
  3. The Allottee/Purchaser/s cannot sell and/or transfer the car parking space, if allotted to him/her/them independently and the same can be done only if the said Apartment is sold or transferred by him/her/them.
  4. (a) The Allottee/Purchaser/s has/have paid on or before the execution of this Agreement a sum of **Rs. 22,16,100/-** (**Rupees Twenty Two Lakhs Sixteen Thousand One Hundred Only**) as advance payment or application fees and hereby agrees to pay to the Owners/Promoters the balance amount of **Rs. 1,98,44,900/- (Rupees One Crore Ninety-Eight Lakhs Forty-Four Thousand Nine Hundred Only)** in the following manner**:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr. no** | **Stages** | **Payment Percentage** | **Amount (in Rs.)** |
| i) | On Execution of Agreement | 20% of total consideration | 44,12,200 |
| ii) | On Plinth Foundation | 15% of total consideration | 33,09,150 |
| iii) | On completion of 8th Slab of B Wing | 8% of total consideration | 17,64,880 |
| iv) | On completion of 9th Slab of B Wing | 1% of total consideration | 2,20,610 |
| v) | On completion of 11th Slab of B Wing | 2% of total consideration | 4,41,220 |
| vi) | On completion of 13th Slab of B Wing | 2% of total consideration | 4,41,220 |
| vii) | On completion of 15th Slab of B Wing | 2% of total consideration | 4,41,220 |
| viii) | On completion of 17th Slab of B Wing | 2% of total consideration | 4,41,220 |
| ix) | On completion of 19th Slab of B Wing | 2% of total consideration | 4,41,220 |
| x) | On completion of 21st Slab of B Wing | 2% of total consideration | 4,41,220 |
| xi) | On completion of 23rd Slab of B Wing | 2% of total consideration | 4,41,220 |
| xii) | On completion of walls and internal plaster. | 3% of total consideration | 6,61,830 |
| xiii) | On completion of Floorings, Doors/Windows etc. of the Apartment | 3% of total consideration | 6,61,830 |
| xiv) | On completion of sanitary fittings, staircases, etc. upto the floor level of the said Apartment | 3% of total consideration | 6,61,830 |
| xv) | On completion of lift wells, lobbies etc. upto the floor level of the said Apartment. | 3% of total consideration | 6,61,830 |
| xvi) | On completion of external plaster, elevation, terraces with waterproofing, of the B Wing | 5% of total consideration | 11,03,050 |
| xvii) | On completion of MEP work | 10% of total consideration | 16,15,000 |
| xviii) | On Notice of Possession after receiving OC | 5% of total consideration | 11,03,050 |
|  | **TOTAL** | **100%** | **2,20,61,000** |

(b) (i) The Owners/Promoters have the discretion to raise invoices for the milestones which has been completed/achieved irrespective of sequence of milestones.

(b) (ii) It is expressly agreed between the Parties that the sum of **Rs. 11,03,050/- (Rupees Eleven Lakhs Three Thousand Fifty only)** as stipulated in 3.4 (a) (xviii) above shall be paid within a period of 7 (seven) days from the date on which Owner/Promoters give to the Allottee/Purchaser/s, a written intimation that the said Premises are ready for occupation irrespective as to whether the Allottee/Purchaser/s takes the possession thereof or not.

* 1. All amounts towards the Sale Consideration (excluding other taxes and charges as mentioned in the Agreement) shall be deposited by the Allottee/Purchaser/s in the Bank Account opened with Kotak Mahindra Bank Ltd. Naupada, Thane Branch in the name of Alliance Infracorp Developers bearing account no. 1345968154 and all the cheques/demand drafts/pay order/ NEFT/ RTGS/ Wire Transfer etc. towards the Sale Consideration payable hereunder by the Allottee/Purchaser/s to the Owners/Promoters, shall be drawn by the Allottee/Purchaser/s in favour of and payable to the credit of “Alliance Infracorp Developers”, unless contrary written instructions are issued by the Owners/Promoters to the Allottee/s Purchaser/s requesting the Allottee/s/Purchaser/s to deposit such amount in any other bank account.
  2. In cases of all cheques or pay orders or demand drafts or wire transfers, the collection charges, if any will be debited to the Allottee/s/Purchaser/s account and only the net amount so received from the Allottee/s/Purchaser after adjusting the collection charges against actual payment demand from the Owners/Promoters will be calculated as net credit to the Allottee/s/Purchaser/s account.
  3. It is agreed between the Parties hereto that a notice forwarded by the Owners/Promoters to the Allottee/Purchaser/s stating that a particular stage of construction is being commenced shall be sufficient proof that a particular stage of construction is being commenced (as the case may be) for the purpose of making payment of the installment as stipulated in clause (3.4) (a) hereinabove. The Owners/Promoters is not bound to give any further notice or intimation requiring any such payment and failure thereof shall not be pleaded by the Allottee/Purchaser/s as an excuse for non-payment of any amount/s due on the respective due dates or events.
  4. The Total Consideration is exclusive of any levies of all taxes including education tax, cess, WCT, TDS and all levies and any tax demanded by Central Government and State Government and other charges or any other cess, rates, taxes and assessments levied or imposed or penalty payable or levied or which may be levied and imposed or any new head of levy or taxes levied by concerned local or government body or authority in respect of the said Premises or the transaction contemplated herein or in connection with the construction of and carrying out the Project which shall be borne and paid by the Owners/Promoters after recovering the same from the Allottee/Purchaser/s as per the applicable rules and policies in force from time to time (herein after referred to as **"the Tax Liabilities"**). Further, the Owners/Promoters shall never be liable/ responsible and/or required to bear and/or pay the same or any part thereof.
  5. The Owners/Promoter/s herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by email by issuing Demand Letters/Payment notices (“**Demand Letters**") to the Allottee/Purchaser/s and the Allottee/Purchaser/s shall make payment of such amount, payable in such installments (as more particularly described in the schedule incorporated in the clause no. 3.4) (“**Installments**”), due to the Owners/Promoter/s within **7 (seven)** days from the date of receiving such demand letter. The Allottee/s/Purchaser/s herein specifically agree/s that he/she/they shall pay the aforesaid amount along with such other taxes, cesses, charges etc. without any delay along with each installment, as per the payment schedule, time of payment of each Installment against the completion of each milestone, being the essence of this Agreement. In case of any delay in the payment of any of the installment amounts or any other amounts under this Agreement, the Allottee/s/Purchaser/s shall be liable to pay interest on the outstanding amount for the period of delay.
  6. Further, at the express request of the Allottee/s/Purchaser/s, the Owner/s/Promoter/s may at its sole discretion offer a rebate to the Allottee/s/Purchaser/s in case the Allottee/s/Purchaser/s desire(s) to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Allottee/s/Purchaser/s complying with all his/her/their/its obligations under this Agreement including timely payment of the Installments. Save as foregoing, the quantum of rebate once offered by the Owner/s/Promoter/s shall not be subject to any change/withdrawal. The Allottee/s/Purchaser/s further understand(s) and agree(s) that the Owner/s/Promoters shall have the right to accept or reject such early payments on such terms and conditions as the Owner/s/Promoter may deem fit and proper. The early payments received from the Allottee/s/Purchaser/s under this Clause shall be adjusted against the future milestone payment due and payable by the Allottee/s/Purchaser/s.
  7. The decision of the architect (appointed by the Owner/s/Promoter/s from time to time) with regards to the completion of each milestone shall be final and binding on the Allottee/s/Purchaser/s and the Allottee/s/Purchaser /s shall pay the balance total consideration installments and all other charges within the due dates as would be mentioned in the Demand Letter.
  8. The Parties do hereby declare, agree and confirm that the Total Consideration has been negotiated and determined by the Parties after adjusting the benefits/entitlements derived by the Allottee/s/Purchasers under GST and hence the Allottee/Purchaser/s shall not demand and claim any refund under the GST.
  9. The Total Consideration is escalation free save and except escalations/increases due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time or on account of escalation/increase in construction/development/project costs pursuant to change/amendment in statute or laws, rules, regulations, policies or enactment of new legislation or new laws, government notification, adverse court orders, change or increase in the premium, cess and levies. The Allottee/Purchaser/s shall without any demur or protest, make payment within 15 (Fifteen) days of issuance of such demand, time being of the essence. In the event of the Allottee/Purchaser/s failing to pay such escalation, the same will constitute a breach and result in termination of the Agreement. The Owners/Promoters undertake and agree that while raising a demand on the Allottee/s/Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Owners/Promoter/s shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the Demand Letter being issued to the Allottee/s/Purchaser/s, which shall only be applicable on subsequent payments.
  10. The Allottee/Purchaser/s is / are aware that as per statute, GST is leviable

/ applicable on the consideration payable herein which shall be borne by the Owners/Promoters . The Allottee/Purchaser/s hereby undertake(s) to pay each instalment from the effective date. Provided further that if on account of (i) change/amendment in the present statutes or laws, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes, levies, rates, charges and cesses become payable hereafter on the amounts payable by the Allottee/Purchaser/s to the Owners/Promoters in respect of this transaction and/or (ii) if any taxes, whether retrospective or prospective in nature arise after the date of offer of possession of Apartment and/or aforesaid taxes levied is increased on account of revision by the Authorities, the Allottee/Purchaser/s shall be solely and exclusively liable to bear and pay the same or reimburse such taxes including any interest and/or penalty and the Allottee/Purchasers do and doth hereby agree and undertake to indemnify and keep indemnified the Owners/Promoters and its successors-in-title and assigns in respect thereof.

* 1. The Allottee/Purchaser/s is/are aware that the Allotee/Purchaser/s is/are required to deduct tax at source (TDS) in accordance with the applicable rates as per Income Tax Act, 1961. The Allottee/Purchaser/s shall pay tax deducted to the government and deliver the relevant TDS Certificate, challans, receipts, and other document relating to each payment, to the Owners/Promoters as per the provisions of the Income Tax Act, 1961 and the rules made thereunder. Any delay in making the payment and/or taxes as aforesaid, the Allottee/Purchaser/s shall be liable to pay the interest and/or penalty levied by the concerned authority/ies in respect thereof. It is clarified that non-payment of the amount of the deduction of tax at source to the concerned authorities or non-furnishing by the Allottee/Purchaser/s of the requisite certificate of deduction of tax at source to the Owners/Promoters shall be deemed to be a breach equivalent to non- payment of Sale Consideration amount and shall accordingly attract the consequences as mentioned in Clause [4] hereof. It is pertinent to note that any deduction of an amount made by the Allottee/Purchaser/s on account of TDS as may be required under prevailing laws shall be acknowledged/ credited by the Owners/Promoters only upon the Allottee/Purchaser/s submitting the original Tax Deducted at Source Certificate and the same is matching with the Income Tax Department site.
  2. Time is essence for the Owners/Promoters as well as the Allottee/Purchaser/s. The Owners/Promoters shall abide by the time schedule for completing the said Project and handing over the said Apartment to the Allottee/Purchaser/s after receiving the occupancy certificate. Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneously completion of the construction by the Owners/Promoters as provided in clause (3.4) hereinabove (“**Payment Plan**”).
  3. The Allottee/Purchaser/s shall also be liable to compensate the Owners/Promoters for any interest/penalty/loss incurred by the Owners/Promoters on account of the Allottee/Purchaser/s failure and/or delay to reimburse any applicable taxes, duties, levies, cesses, statutory charges etc. within 7(seven) days of being called upon by the Owners/Promoters.

# DEFAULT OR FAILURE IN PAYMENT OF PURCHASE PRICE:

Notwithstanding anything contained in this Agreement, it is specifically agreed by and between the Parties that:

* 1. The Allottee/Purchaser/s confirms that the installments payable by the Allottee/Purchaser/s and all amounts payable under these presents shall be paid on the respective due dates without any delay or default as time in respect of payment of installments and in respect of all amounts payable under these presents by the Allottee/Purchaser/s to the Owners /Promoters is the essence of the contract. If the Allottee/Purchaser/s delays or defaults in making payment of any of the installments or amounts, the Owners /Promoters shall be entitled to interest at the rate of State Bank of India highest Marginal Cost of Lending Rate plus 2 percent per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by the Owners / Promoters without prejudice, to their other rights in law and under these presents. Such interest for delayed payment shall be paid by the Allottee/s /Purchaser/s to the Owners/Promoters within 7 days from the date of Demand Letter. The Owners/Promoters shall in respect of any consideration amount including interest remaining unpaid by the Allottee/Purchaser/s under the terms and conditions of this Agreement will have first lien and charge on the said Apartment agreed to be sold to the Allottee/Purchaser/s.
  2. It is an essential and integral term and condition of this Agreement, that only upon the payment of full Sale Consideration including other amounts, charges, dues, outgoings, taxes, duties, cesses including Other Charges etc., payable hereunder, having been paid on its due date/s without any default by the Allottee/s/Purchaser/s to the Owner/s/Promoters (and not otherwise), will the Allottee/s/Purchaser/s have or be entitled to claim any rights under this Agreement in respect of the said Apartment.
  3. Without Prejudice to the right of the Owners/Promoters to charge interest in terms of clause (4.1) above, on the Allottee/Purchaser/s committing default in payment of either the installments or any other amount or amounts under these presents on the due date (including his/her proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings) the Owners /Promoters shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Owners /Promoters after giving the Allottee/Purchaser/s 7 days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions on account of which the Owners / Promoters intend to terminate the Agreement and if the Allottee/Purchaser/s continues the default in remedying such breach or breaches after the expiry of the stipulated period of seven days from the date of such notice from the Owners / Promoters the Agreement shall stand ipso facto terminated without any further notice. Upon termination of this Agreement consequences hereinafter set out shall follow:
     1. The Owners/Promoters shall within a period of 30 days of termination refund to the Allottee/Purchaser/s the installment of consideration of the said Apartment which may have been till then paid by the Allottee/Purchaser/s to the Owners/Promoters in pursuance of this Agreement after deducting there from the following:

1. 10% (Ten Percent) of the Total Consideration amount which is to be stand forfeited by the Owners/Promoters as liquidated damages;
2. The Tax Liabilities, paid and/or due and payable by the Allottee/Purchaser/s in respect of the said Apartment upto the date of termination of this Agreement including the tax payable on the liquidated damages;
3. The costs incurred by the Owners/Promoters, including the amount of brokerage paid by the Owners/Promoters in respect of the transaction between the Owners/Promoters and the Allottee/ Purchaser/s in respect of said Apartment;
4. The amount of interest payable by the Allottee/Purchaser/s to the Owners/Promoters in terms of this Agreement from the dates of default in payment till payment and/or realization by the Promoters as aforesaid;
5. subvention cost (if the Purchaser(s) has opted for subvention plan) which the Owners/Promoters may incur either by way of adjustment made by the bank in installments or paid directly by the Owners/Promoters to the bank; Provided a valid Deed of Cancellation of the said Premises is duly executed and registered to give effect to the above termination before making any refund.
   * 1. The Owners/Promoters shall not be liable to pay to the Allottee/Purchaser/s any interest, compensation, damages, costs or otherwise. The Owners/Promoters shall also not be liable to reimburse to the Allottee/Purchaser/s any Government Charges such as Stamp Duty, Registration Fees, etc. The residue balance amount after deducting amounts under clause (a) (i to v) herein above shall be deemed to have been accepted by the Allottee/Purchaser/s in full satisfaction of all his/hers/their claim under this Agreement and/or in respect of the said Apartment.
     2. The Owners/Promoters shall be authorized and entitled to sell the said Apartment and allot said car parking space (if applicable) to such other person or party as the Owners/Promoters may in their sole discretion deem fit and proper, at such consideration and on the terms and conditions as the Owners/Promoters may in their absolute discretion deem fit.
     3. The Allottee/Purchaser/s shall have no right, title, interest, claim, demand and / or dispute of any nature whatsoever against the Owners/Promoters and / or with respect to the said Apartment, said Car Parking Space (if allotted) and the Proposed Building or any part thereof.
     4. In the event of non-cooperation by the Allottee/Purchaser/s in cancellation of this Agreement as aforesaid, the Owners/Promoters shall be entitled to file and register a Declaration with respect to termination and cancellation of this Agreement, before the Sub- Registrar of Assurances and sell the said Apartment to a third party.

# OWNERS/PROMOTERS TO COMPLY WITH APPROVALS AND STATUTORY CONDITIONS:

The Owners/Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the said Premises to the Allottee/Purchaser/s, obtain from the concerned local authority Occupation Certificate and/or completion certificates in respect of the said Apartment.

# DESIGN SUBJECT TO AMENDMENTS AND CHANGES:

* 1. The design of the said Apartment is subject to amendments and changes as may be stipulated by the MCGM, MHADA any other local or planning authority, Government and as per the requirements of the Owners/Promoters.
  2. The Allottee/Purchaser/s hereby further agree/s and covenant/s with the Owners/Promoters to render full co-operation to the Owners/Promoters and to sign and execute all papers and documents, in favour of the Owners/Promoters or otherwise as may be necessary for the purpose of enabling the Owners/Promoters to construct the Proposed Building, in accordance with the Building Approvals or such other plans as may be approved hereafter, with such additions and alterations therein (vertical or horizontal), as the Owners/Promoters may in its sole and absolute discretion deem fit and proper and/or as may be made by the Owners/Promoters for the purpose of applying for and/or obtaining the approval or sanction of the MCGM, MHADA or any other concerned planning authorities in that behalf as well as for the approval or sanction relating thereto.
  3. The Owners/Promoters shall be at liberty (and are hereby permitted) to make variations in the layout/elevations of the property and/or of the Proposed Building including relocating the open spaces/all structure/buildings/garden spaces and/or varying the location of the access to the Proposed Building as the exigencies of the situation and the circumstances of case may require. The Allottee/Purchasers hereby expressly consent to such variations and amendments and the Allottee/Purchaser/s hereby agrees to execute such further consents, if any when required by the Owners/Promoters and /or the Planning Authority for recording the Allottee/ Purchaser’s consent to amendments to the approved plans and layout *PROVIDED THAT* the aggregate area/size of the said Apartment agreed to be acquired by the Allottee/s Purchaser/s is not in any manner reduced, beyond the Agreed Variation Limits, as set out in Clause [6.4] hereof.
  4. The Owners/ Promoters shall confirm the final RERA carpet area that has been allotted to the Allottee/Purchaser/s after the construction of the Proposed Building is complete and the occupation certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner/Promoters in the event of any change in the carpet area. If there is any reduction in the carpet area then Owners/Promoters shall refund the excess money if paid by Allottee/Purchaser/s within Forty Five (45) days. If there is any increase in the carpet area allotted to the Allottee/Purchasers, the Allottee/Purchasers will on demand pay the excess money in respect of the additional area to the Owners/ Promoters along with the next due installment of the Purchase Price or at the time of the Owners/Promoters offering to put the Allottee/Purchaser/s in possession of the said Apartment, whichever is earlier. All these monetary adjustments shall be made at the same rate per sq.ft as agreed in clause (3) above of this Agreement.

# FORMATION OF SOCIETY/ASSOCIATION AND CONVEYANCE/LEASE:

* 1. The Owners/Promoters have informed the Allottee/Purchaser/s that there will be two separate co-operative housing societies, one co-operative housing society will be formed and registered for Wing A (“**Proposed A Wing Society**”) and a separate co-operative housing society will be formed and registered for Wing B (“**Proposed B Wing Society**”).
  2. The Owners/Promoters have further informed the Allottee/Purchaser/s that there will be an association of the Proposed A Wing Society and Proposed B Wing Society for the purpose of maintenance of common amenities and holding ownership/leasehold rights of the said Land. (“**Proposed Co- operative Housing Association**”).
  3. The Owners/Promoters shall take steps to form the Proposed A Wing Society and Proposed B Wing Society after 51% of the premises in the Proposed Building are sold by the Owners/Promoters under duly registered documents on the lines of this Agreement and after the Owners/Promoters receives the entire Purchase Price and other amounts in respect thereof. It is specifically made clear and understood by the Parties that such Proposed A Wing Society and Proposed B Wing Society shall be formed only for the sake of convenience and for managing the day to day affairs of maintenance of the respective wing/s;
  4. The Owners/Promoters shall take steps to form the Proposed Co-operative Housing Association at their discretion after (i) completion of the construction of the Proposed Building/s,(ii) the premises in the Proposed Building/s are sold by the Owners/Promoters under duly registered documents on the lines of this Agreement,(iii) the Owners/Promoters receives the entire Purchase Price and other amounts in respect thereof and (iv) formation of the Proposed A Wing Society and Proposed B Wing Society as aforesaid.
  5. The Owners/Promoters shall within a period of 3 months after (1) completion of the entire scheme of redevelopment, viz. completion of construction of the Proposed Building on the said Land (including the structures that may hereafter be permitted to be constructed on the said Property); and after exploiting the full available construction potential of the entire said Property (including the additional potential that is likely to accrue to the said Property at any time hereafter), (2) receipt by the Owners /Promoters of the full payment of all the amounts due to them by all the Allottees /Purchasers of the premises in the Proposed Building and other structures (if permitted), (3) receipt of the Building OC/Completion Certificate and (4) registration of the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association, execute the Deed of Conveyance or Deed of Lease (as it may decide in its sole discretion):

1. in favor of Proposed A Wing Society, for structure of Wing A (excluding the Podium and the rights to use the podium);
2. in favor of Proposed B Wing Society, for structure of Wing B (together with the Podium and the exclusive rights to use the podium); and
3. in favor of Proposed Co-operative Housing Association, for the said Land (Hereinafter collectively referred to as **“the Proposed Transfer”).**
   1. Such Deed of Conveyance or Deed of Lease and other necessary assurances shall be in keeping with the terms and the provisions of this Agreement. The Owners/Promoters shall alone decide whether Deed of Conveyance or Deed of Lease will be executed in favour of the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association and as to how and in what manner the infrastructure including the common utility areas are to be used by the various Allottee/s/Purchasers and members of ultimate body or organization. Such Deed of Conveyance/Deed of Lease will comprise of appropriate covenants from each of the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association securing unto each such Proposed A Wing Society, Proposed B Wing Society independence to manage matters relating to the premises in their wing. The Allottee/Purchaser/s shall not raise any objection whatsoever in respect thereof. It is explicitly made clear that only the Members of Proposed B Wing Society shall be entitled to exclusively use the Podium and amenities proposed in Wing B excluding the allottees of premises on the Ground floor of Wing B who shall not be entitled to use the Podium and Amenities in Wing B.
   2. The Advocates and Solicitors of the Owners /Promoters shall prepare and/or approve the Deed of Conveyance/Deed of Lease and all other documents to be executed in pursuance of this Agreement as also the bye- laws in connection with the formation, registration and/or incorporation of Proposed A Wing Society, Proposed B Wing Society and the Proposed Co- operative Housing Association. All costs, charges and expenses of and including Stamp Duty, Registration Charges as well and all other expenses including of whatsoever nature in connection with the formation of Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association, and the preparation and execution of the Deed of Conveyance/ Lease and its duplicate and other assurances, if any, in pursuance hereto shall be borne and paid by all the Purchasers of the flats, and other premises in the said Proposed Building on the said Land in proportion to the area of their respective premises and/or by such Proposed A Wing Society and the Proposed B Wing Society comprising of the Allottees/ Purchasers as the members thereof.

# ALLOTTEE/PURCHASER/S TO CO-OPERATE IN FORMATION OF THE PROPOSED A WING SOCIETY, PROPOSED B WING SOCIETY AND THE PROPOSED CO-OPERATIVE HOUSING ASSOCIATION:

* 1. The Allottee/Purchaser/s at his/her/their own costs along with the other premises holders in the Proposed Building and other structures on the Land would co-operate with the Owners/Promoters in formation of Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association, as the case may be, to be known by such name as the Owners/Promoters may decide; and shall join in as member/s thereof. If the Allottee/Purchaser/s herein along with other purchasers of premises or the tenants do not co-operate with the Owners/Promoters in formation of the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association then the Owners/Promoters shall not be liable for delay in formation of the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association.
  2. For the said purposes of being admitted as member/s of the Proposed A Wing Society or Proposed B Wing Society as the case may be and the Proposed Co-operative Housing Association; and for the purpose of formation of the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association, the Allottee/Purchaser/s along with other allottee/purchaser/s of Apartments in the Proposed Building shall from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association and for becoming a member, including the byelaws of the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co- operative Housing Association and duly fill in, sign and return to the Owners/Promoters within seven days of the same being forwarded by the Owners/Promoters to the Allottee/Purchaser/s, so as to enable the Owners/Promoters to register the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association. No objection shall be taken by the Allottee/Purchaser/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
  3. There shall be a common access for Wing A and for Wing B. The Owners/Promoters shall at their discretion be entitled to give/grant right of way/access or license of any right or other easementary rights to any building/structure/wing within the said Property or in the vicinity of the said Property or any other adjoining property or properties in favour of any other person/s over or through the said Property or any part thereof and the Owners/Promoters shall be entitled to sign, execute and register the deed or agreement of grant of right of way or other easement, as the case may be, and all types of agreement/s and writing/s as the Owners/Promoters may deem fit and proper, without there being any claim/recourse/objection from the Allottee/Purchaser/s either individually or through the Proposed A Wing Society or Proposed B Wing Society as the case may be and the Proposed Co-operative Housing Association, and the Allottee/Purchaser/s hereby grants his/her/their irrevocable consent and confirmation for the same. Any such documents executed by the Owners/Promoters shall be binding on the Allottee/ Purchaser/s and the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association.

# RIGHTS OF THE OWNERS/PROMOTERS PURSUANT TO FORMATION OF THE PROPOSED A WING SOCIETY, PROPOSED B WING SOCIETY AND THE PROPOSED CO-OPERATIVE HOUSING ASSOCIATION:

In the event of the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association being formed**,** and registered before the sale and disposal by the Owners /Promoters of the premises in such building and in the compound, the powers and authority of the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association so formed shall be subject to the overall authority and control of the Owners /Promoters in respect of any of the matters concerning the Proposed Building, the construction and completion thereof and of all amenities pertaining to the same and in particular the Owners /Promoters shall have absolute authority and control as regards the unsold premises and the disposal thereof. The Owners /Promoters will be entitled to sell and dispose off such unsold flats and premises and appropriate the entire consideration in respect thereof. The Owners /Promoters will also be entitled for membership of the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association on payment of the entrance fee and share subscription fee for the said unsold premises and the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association shall not be entitled to levy any premium or transfer charge while admitting the said Owners /Promoters as members. The Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association shall also not be entitled to seek any contribution from the Owners /Promoters towards maintenance charges in respect of the unsold Flats and premises in the event of the Owners /Promoters handing over management of the Proposed Building/wing to the respective Proposed A Wing Society, Proposed B Wing Society prior to sale of all the premises and the Owners /Promoters will be obliged only to pay Municipal Taxes and Assessments if levied in respect of such unsold flats and premises.

# PURCHASER/S’ ENTITLEMENT TO RAISE LOAN:

* 1. If the Allottee/Purchaser/s in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to the Owners/Promoters under this Agreement seeks loan from financial institution, banks or his / her employer against security of the said Apartment/his/her/their rights under this Agreement, he/she/they may avail of such loan with Owner/Promoter’s prior consent in writing, which consent will be given by the Owners/Promoters provided the Allottee/Purchaser/s has/have by then not committed any breach of any term hereof including default in payment of any sum due hereunder. The Owners/Promoters does not and shall not give guarantee for repayment of such finance or housing loan and the Allottee/Purchaser/s shall apply for and obtain such housing finance/loan solely at his/her/their risk as to costs and consequences and shall indemnify and keep the Owners/Promoters indemnified against any claim, demand or action initiated by the bankers and/or financial institutions whosoever. Notwithstanding anything contrary to contained herein or in any other letter, no objection, permissions, deeds, documents, writings, any no- objection/permission for mortgaging the said Apartment or creating any charge or lien on the said Apartment (whether executed now or in future by the Owners/Promoters), the Owners/Promoters shall have the first and exclusive charge on the said Apartment and all the right, title and interest of the Allottee/Purchaser/s under this Agreement for recovery of any amount due and payable by the Allottee/Purchaser/s to the Owners/Promoters under this Agreement or otherwise.
  2. The liability to pay sums due to Owners/Promoters under this Agreement is that of the Allottee/Purchaser/s personally and as such on rejection/non- sanction/delay in disbursement, the Allottee/Purchaser/s shall pay amount due from his/her/their own sources and non-sanction/ non- disbursement/delayed receipt of such loan by/from the concerned lender shall never be a ground for the Allottee/Purchaser/s to commit any delay or default in making payment of any instalment or sum due under this Agreement and therefore, in the event of delay or failure on the part of the Allottee/Purchaser/s in making payment the termination of this Agreement and its consequences shall follow and it shall be the sole responsibility of the Allottee/Purchaser/s to repay and clear the mortgage debt to the lender on termination taking place. The Allottee/Purchaser/s, after termination becomes effective, before seeking refund due under clause 4.3 above, shall obtain the necessary letter from the lending Bank/Financial Institution/Employer stating that the Allottee/ Purchaser/s has cleared the mortgage debt. On receipt of such letter from the financial institution, bank etc; the Allottee/Purchaser/s shall be entitled to receive the refund of the amount agreed to be paid by Owners/Promoters on termination.

## OWNERS/PROMOTER’s ENTITLEMENT TO RAISE LOAN:

The Allottees/Purchaser/s hereby declare/s and confirm/s that the Owners/Promoters have prior to the execution hereof, specifically informed the Allottee/Purchaser/s that the Owners/Promoters may avail from banks/ financial institutions, Housing Finance Companies, NBFCs, Fund Houses etc. loan/financial assistance for the development of the said Land including construction of the Proposed Building viz., **"Fortuna Blue”** in which the said Apartment is situated and as a security for the repayment thereof they may create security on all the free sale Apartments in the Proposed Building viz. **“Fortuna Blue”** in which the said Apartment is situated including on receivables from the Project. After the Owners/Promoters executes this Agreement, they shall not mortgage or create a charge on the said Apartment 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, title and interest of the Allottee/Purchaser/s who has taken or agreed to take such apartment. The Allottee/Purchaser/s hereby consent/s for the same, without however the Allottee/Purchaser/s being responsible in any manner for repayment of loan or interest and/or incurring liability of any manner whatsoever.

# NO OBJECTION TO DEVELOPMENT/CONSTRUCTION AND OTHER INCIDENTAL RIGHTS:

* 1. It is further agreed that save and except the terrace over the top most floor in the Proposed Building, the Owners/Promoters are entitled to sell the terrace/s or pocket terrace/s or extended balcony/ies, which may be abutting the respective premises for the exclusive use of the purchaser/s of such premises (whether or not the same are approved as common areas). In the event if such terrace/s are approved as common areas, then such terrace/s shall be treated as limited common areas and shall be exclusively used by some of the premises holders in the Proposed Building. The Owners/Promoters may at its sole and absolute discretion, grant license for exclusive use or maintenance in respect of the terraces to the purchaser/occupant of the premises that is abutting (or next to) the terrace. The terrace/s if so permitted to be used by the Owners/Promoters, shall not be enclosed by the respective purchaser/occupant without the permission in writing obtained from the MCGM and all other concerned planning authorities and the Owners/Promoters. The Allottee/ Purchaser/s hereby give his/her/their no–objection to such rights being retained by the Owners/Promoters for such terraces and the Allottee/ Purchaser/s shall not object thereto and/or claim any such terraces and/or any part thereof as common areas and/or have/make any other claim in respect of such terraces against the Owners/Promoters and/or its nominee/s/ allottee/s /transferee/s/ licensee/s;
  2. The Owners/Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title or interest in the Proposed Building to be constructed thereon and the mortgage the same provided it does not in any way affect or prejudice the area of the Allottee/Purchaser/s in respect of the said Premises and provided the mortgage if availed, is released to the extent of the Allottee/Purchaser’s premises at the time of handing over the possession thereof;
  3. The Owners/Promoters hereby declare that they are presently constructing the Proposed Building as per the floor space index available in respect of the said property. If at any time after entering into this Agreement the floor space index is increased by the Government or the Municipal Corporation for Greater Mumbai or any other public Body or authority or T.D.R. F.S.I. fungible FSI, Ancillary FSI or any other development potential (including by way of availing TDR, fungible/ compensatory FSI or FSI available on payment of premium, Additional FSI, Pro-rata FSI or FSI available as incentive FSI) by implementing various schemes as per DCPR/MHADA and or any other benefit of FSI as available under Development Control Regulations, Development Control and Promotions Regulation 2034 is permitted to be consumed on the said Land or increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D. P. Plan, Rules, Regulations and bye-laws governing the FSI as also the F.S.I. which may be available as aforesaid on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Owners /Promoters and as a result thereof the Owners /Promoters become entitled to avail of the said increased FSI/TDR and construct additional floors, and/or additional structures on the said Land /Proposed Building or if otherwise the Owners /Promoters become entitled to construct additional floors, areas, or additional structures on the said property/Building by paying of premium or otherwise howsoever the Owners /Promoters shall be entitled to do so and shall be entitled to sell the additional floors, areas or such additional structures to be constructed by them on the said Land to the prospective purchasers thereof. The Allottee/Purchasers hereby covenant, agrees and undertakes to sign such consent letters and other papers as may be required by the Owners /Promoters from time to time for availing of the benefit of construction of the additional floors/areas and/or structures as per the rules and regulations of the local authority; The Allottee/Purchaser/s will not be entitled to any rebate and/or charge for alterations and additions made in the said Proposed Building neither the Allottee/Purchaser/s herein, nor the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association, shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity.
  4. The Owners /Promoters, shall have the full right, absolute authority and unfettered discretion to use, utilize and consume the available and future FSI, aforesaid FSI, fungible FSI, premium FSI, compensatory FSI, Ancillary FSI and TDR respectively for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as the Owners /Promoters may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that the Owners/Promoters shall be entitled to vertical expansion of the Proposed Building by way of additional floor/s, and/or extension or such other place/s as the Owners/Promoters may deem fit and proper. In the event of separate building to be constructed in the property the Owners /Promoters shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such additional floors and/ or extension or such other place/s as the Owners /Promoters may deem fit and proper. In the event of separate Building to be constructed in the property the Owners /Promoters shall be entitled to shift and relocate the compulsory open space, recreation grounds etc. and Allottee/Purchaser does hereby irrevocable authorize the Owners/Promoters in that regard and agrees not to object to any modification and amendments to the layout plans as may be required by Owners/Promoters to consume the additional FSI/TDR on the said property.
  5. All such new additional tenements, units, premises buildings and structures shall absolutely and exclusively belong to the Owners /Promoters, and neither the Allottee /Purchasers herein, nor the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Owners /Promoters shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Allottee /Purchasers nor the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association shall raise any dispute or objection thereto and the Allottee/Purchasers hereby grants his/her/their irrevocable consent to the same;
  6. The Proposed A Wing Society or the Proposed B Wing Society, as the case may be, of Allottees/Purchasers shall admit as its members all purchaser/s’s of such new and additional units/premises/ shops/flats/ tenements whenever constructed on the Proposed Building.
  7. The Owners/Promoters shall be entitled to amalgamate the properties described in the First Schedule hereunder written with any other adjacent property to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said Land along with the amalgamated plot/s as a single layout/scheme. The Owners/Promoters shall be entitled to provide access from/through the said Lands to such amalgamated plot or otherwise as may be required and deemed fit by the Owners/Promoters. The location, area, size and extent of such access shall be as may be decided by the Owners/Promoters at its absolute discretion. The Allottee/Purchaser/s shall not raise any objection to or dispute such amalgamation with the said Property by the Owners/Promoters. It is clarified that the occupants of the premises in the sale component of such amalgamated plot shall be entitled to use the common facilities and amenities provided by the Owners/Promoters in the Proposed Building on the said Land and the Allottee/s/ Purchaser/s herein shall not raise any objection and/or dispute the same.

# CLUB HOUSE:

The Owners/Promoters propose to construct a Club House, inter alia, for the use and benefit of Allottee/s and occupant/s of the flats in the Wing B of the Proposed Building.The Allottees/Purchaser(s) is/are aware that the use of the club house and other amenities shall be governed by the terms and conditions as formulated by the Promoters, Proposed B Wing Society and/or the Facility Management Agency been appointed and he/she/they shall abide by the same. The members of the Proposed Wing A Society and the allottees of the commercial shops on the Ground floor of Wing B shall not be entitled to use and avail the facilities of the said Club house.

# NO CHANGE OF USER:

* 1. It is expressly agreed, by and between the Owners/Promoters and the Allottee/s/Purchaser/s that the said Apartment is sold to the Allottees/Purchaser/s for use as a residential flat only; and accordingly, it shall be utilized by the Allottee/Purchaser/s for the purpose for which it is sold to the Allottee/Purchaser/s and for no other purpose or purposes whatsoever and howsoever arising.
  2. The Allottee/Purchaser/s agree/s not to change the user of the said Apartment, without prior written consent in writing of the Owners/Promoters and the concerned authorities.
  3. The Allottee/Purchaser/s shall not use the parking space if allotted to the Allottee/Purchaser/s for the purposes other than for keeping or parking the Allottee/Purchaser/s own motor car.

# PARKING SPACES:

The Allottee/Purchaser/s is/are also aware that the Owners /Promoters have already allotted to some other Purchaser/s as and by way of an additional amenity the exclusive right to park vehicles / cars in the open space passed for parking vehicles, podium, stilt and parking floor areas. A list of such exclusive rights which has already been given to the purchaser/s and the Allottees/Purchasers herein hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if at any stage any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the Proposed A Wing Society, Proposed B Wing Society or Proposed Co-operative Housing Association, the meeting of the Proposed A Wing Society, Proposed B Wing Society, Proposed Co-operative Housing Association or otherwise, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution. The Agreement shall be treated as an irrevocable consent to the Owners /Promoters granting such exclusive rights to flat purchasers. The parking space if reserved for the Allottee/Purchasers will be subject to the rules and regulations as may be framed by the Proposed A Wing Society or Proposed B Wing Society as the case may be of Allottee/Purchasers and the Proposed Co-operative Housing Association and the Allottee/Purchasers will be required to abide with all such rules, regulations and directions as may be imposed by the Proposed A Wing Society, Proposed B Wing Society of the Allottees/Purchasers as the case may be and the Proposed Co-operative Housing Association.

# POSSESSION OF THE SAID PREMISES:

* 1. Subject to the Allottee/Purchaser/s making full payment of the consideration in respect of the said Premises and / or all other amounts hereunder payable by him/her/them/it to the Owners/Promoters the Owners/Promoters shall handover the possession of the said Premises to the Allottee/Purchaser/s on or before 31st December, 2025 Provided that the Owners/Promoters shall be entitled to reasonable extension of time for giving delivery of said Premises on the aforesaid date, if the completion of building in which the said Premises is to be situated is delayed on account of:-

1. Acts of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict blockade, embargo, revolution, rebellion, riot, insurrection, civil commotion, insurrection, acts of terrorism or sabotage whether inside or directly involving India or outside and/or not directly involving India, military or usurped power or civil war/disorders;
2. Epidemic Outbreak, Pandemic, Lockdown, Covid 19 or Natural Calamities or Act of God such as Floods, cyclones, lightning strikes, earthquake, drought, storm or any other effect of natural elements, epidemics, pandemic, famine or plague;
3. Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
4. Any stay, stop work notice, notice, change in policy, order, rule, notification of the Government and/or other public or competent authority or Court or litigation of the Government;
5. Non availability of labour, steel, cement, other building materials, water or electric supply/ connection, or drainage/sewage connection;
6. any strikes, lockout or layoffs or agitation by the workers, employees or labourers of the Promoters or the contractors or subcontractors or suppliers,etc;
7. Any delay in payments stipulated in this Agreement by the Purchaser/s;
8. Any default by the Purchaser/s of the terms and conditions of this Agreement;
9. Legal proceedings or any other order, rule or notification issued by competent authorities effecting the development of the said Project/Layout;
10. Any notice, order, rule, notification or directive of the Government and/or any other public or competent authority or any Court or Tribunal or any quasi-judicial body or authority or any act, restraint or regulation of any Governmental Instrumentality including any Local, State, or Central Government of India or any department, instrumentality or agency thereof which adversely affects the construction schedule of the Promoters and if there is delay in issuance of occupation certificate and / or building completion certificate by the MCGM and / or Planning Authority or any local issues/litigation which may hamper the implementation of the Project including;
11. Any Act, Regulation or restraint constituting a change in Law; or
12. Any failure by a competent authority to grant or renew any license, permit or clearance within reasonable time (other than for cause) after application having been duly made; or
13. The imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority;
14. Delay in issuance of Occupancy Certificate after the Owners/Promoters having applied for the same due to any reason (or) fault not being attributed to the Owners/Promoters and such delay being beyond the control of the Owners/Promoters;
15. such other exceptional situations and/or circumstances beyond the control of the Owners /Promoters.
    1. The Owners/Promoters upon obtaining the Occupancy Certificate from the competent authority and payment made by the Allottee/Purchaser/s as per the Agreement shall offer in writing the possession of the said Apartment, to the Allottee/s in terms of this Agreement to be taken within 7 (seven) days from the date of issue of such notice and the Owners/Promoters shall offer possession of the said Apartment to the Allottee/Purchaser/s (“**Possession Notice**”). The Allottee/Purchaser/s agree(s) to pay the maintenance charges, taxes as determined by the Owners/Promoters. The Allottee/Purchaser/s shall take possession of the said Apartment within 7(seven) days of the written notice from the Owners/Promoters to the Allottee/Purchaser/s intimating that the said Apartment is ready for use and occupancy. Non-completion of other flats, common areas, club house and other project amenities at the time of possession cannot be a reason for not taking the possession.
    2. Upon receiving the Possession Notice from the Owners/Promoters as per clause [16.2] above, the Allottee/Purchaser/s shall take possession of the said Premises from the Owners/Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed by the Owners/Promoters in this Agreement. In case the Allottee/ Purchaser/s fail/s to take the possession within the time provided in clause (16.2) above, then such Allottee/Purchaser/s shall continue to be liable to pay the maintenance charges and taxes as applicable. It is understood by the Allottee/Purchaser/s that even if the Allottee/ Purchaser/s fail to take possession of the said Flat after the Possession Notice has been served, the Purchaser/s shall be deemed to have taken possession of the same on the Possession Date. Upon the Allottee/ Purchaser/s taking possession of the said Premises he/she shall have no claim against the Owners/Promoters in respect of any item of work in the said Premises which may be alleged not to have been carried out or completed and it is agreed that all such claims of the Allottee/Purchaser /s against the Owners / Promoters shall be deemed to have been waived and/or given up by the Allottee/Purchaser/s.
    3. If the Owners/Promoters fail to abide by the time schedule for completing the project and handing over the said Premises to the Allottee/s/Purchaser/s subject to the provisions of the Force Majeure as stipulated in clause (16.1) herein below then (i) the Owners/Promoters shall either on demand from the Allottee/Purchaser/s refund to the Allottee/Purchaser/s all consideration amount received by them till date (except any Tax Liabilities, stamp duty and registration fees paid by the Purchaser/s and brokerage charges incurred by them on this transaction) together with simple interest at the rate of State Bank of India highest Marginal Cost of Lending Rate plus 2 percent per annum payable from the date of such demand till the amount is refunded to the Allottee/Purchaser/s (or) the Owners/Promoters shall be entitled at their sole discretion to terminate this Agreement and in such an event the Owners/Promoters shall refund to the Allottee/Purchaser/s all consideration amount received by them till date (except any Tax Liabilities, stamp duty and registration fees paid by the Purchaser/s and brokerage charges incurred by them on this transaction) together with simple interest at the rate of State Bank of India highest Marginal Cost of Lending Rate plus 2 percent per annum payable from the date of such intimation of the termination to the Allottee/Purchaser/s till the amount is refunded to the Purchaser/s. The Owners/Promoters shall not be liable to pay to the Allottee/Purchaser/s any interest (save and except as aforesaid), compensation, damages, costs or otherwise. The Allottee/Purchaser/s agree/s and undertake/s that upon the Owners/Promoters intimating the Allottee/Purchaser/s to collect the cheque towards such refund of amount (subject to deductions, if any) along with interest as aforesaid, the Owners/Promoters shall be discharged from all its obligations whether the Allottee/Purchaser/s collects and/or encashes the cheques or not, Thereupon the Allottee/Purchaser/s shall have no right or claim whatsoever against the Owners/Promoters under or in relation to this Agreement or the said Premises or otherwise howsoever and the Owners/Promoters shall be entitled to sell the said Premises to such other person or party as the Owners/Promoters may in their sole discretion deem fit and proper.
    4. If within a period of five years from the date of offering to hand over the said Apartment to the Allottee/Purchaser/s, the Allottee/Purchaser/s brings to the notice of the Owners/Promoters any structural defect in the said Apartment or the building/Wing in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service then, wherever possible all such structural defects shall be rectified by the Owners/Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottees/Purchaser/s will receive from the Owners/Promoters, compensation for such defect in the manner as provided under the Act; Provided however, that :
16. the Allottee/Purchaser/s shall not carry out any alterations of the whatsoever nature in the said Apartment and in specific the structure of the said Apartment/wing of the Proposed Building which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Allottee/Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water or affect the water proofing. If any of such works are carried out without the written consent of the Owners/Promoters the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Owners/Promoters, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.
17. That it shall be the responsibility of the Allottee/Purchaser/s to maintain his/her/their apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his/her/their apartment are regularly filled with white cement/epoxy to prevent water seepage.
18. Further where the manufacturer warranty as shown by the Owners/Promoters to the Allottee/Purchaser/s ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment/building/wing, and if the annual maintenance contracts are not done/renewed by the Allottee/s the Owners/Promoters shall not be responsible for any defects occurring due to the same.
19. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.
20. That the Allottee/Purchaser/s have been made aware and that the Allottee/Purchaser/s expressly agrees that the regular wear and tear of the Apartment/building/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20\*C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
    1. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the Apartment/building/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

# REIMBURSEMENT OF EXPENSES AND MAINTENANCE CHARGES:

* 1. Within 7 days after notice is given by the Owners /Promoters to the Allottee/Purchaser/s that the said Apartment is ready for use and occupation, the Allottee/Purchaser/s shall be liable to bear and pay the proportionate share of outgoings and maintenance in respect of the said Land, Proposed Building and the said Apartment namely local taxes, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary of and incidental to the management and maintenance of the said land and building including the charges payable to the Facility Management Agency [FMC] as is/if proposed to be appointed by the Owners/Promoters for the maintenance of the building common areas or any other specific amenity etc. Until the Proposed Transfer is effectuated and the management of the entire Proposed Building/Wing is handed over to the respective Proposed A Wing Society, Proposed B Wing Society as aforesaid, the Allottee/Purchaser/s shall pay to the Owners/Promoters such proportionate share of outgoings as may be determined by the Owners /Promoters. The Allottee/Purchaser/s further agree that till the Allottee's share is so determined the Allottee/Purchaser shall pay to the Owners /Promoters, provisional monthly contribution of Rs. **6000/-** per month towards the outgoings. The Allottee/Purchaser/s undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reasons whatsoever. At the time of being placed in possession the Allottee/Purchaser/s will deposit with the Owner/promoters 12 months advance outgoings on the basis of the tentative outgoings amount as would be conveyed to the Allottee/Purchaser/s. The Allottee and/or their Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association will not require the Owners /Promoters to contribute proportionate share of the maintenance charges of the premises with or without garage/parking and other areas attached thereto which are to be constructed or which are not sold and disposed off by the Owners/Promoters. The Owners /Promoters will pay only the Municipal Assessments in respect thereof, however if permissible in law will also be entitled to the refund of the Municipal Taxes on account of the vacancy of the unsold premises.
  2. Over and above the amounts towards the Purchase Price payable and other amounts agreed to be paid by the Allottee/Purchaser/s to the Owners/Promoters as set out hereinabove, the Allottee/Purchaser/s shall, before taking possession of the said Apartment pay to the Owners /Promoters the following amounts:
     1. **Rs. NIL /-** For Legal Charges (Non Refundable);
     2. **Rs. NIL/-** for Share Money, Application Entrance fee/s of the Proposed B Wing Society and the Proposed Co-operative Housing Association;
     3. **Rs. NIL /-** for formation and registration of the Proposed B Wing Society and the Proposed Co-operative Housing Association;
     4. **Rs. 72,000/-** being approximately 12 months share of provisional outgoings/ maintenance charges which will include Municipal and other taxes and other charges of water bills, common electricity bill, maintenance charges etc;
     5. **Rs. NIL /-** on account and towards the amount of the deposit payable to the Mumbai Municipal Corporation as water meter deposit and amount payable to the B.E.S.T for the Electric Meter to be installed on the said premises and other utility and services connection charges;
     6. **Rs. NIL /-** towards development and infrastructure charges and premium levied by the planning authorities in the course of grant of development permissions;
     7. **Rs. NIL /-** towards Non-Refundable Club House Membership Fee.

Time as to payment of the aforesaid amounts shall be of the essence of this Agreement.

* 1. The Owners /Promoters shall utilize the sum of paid by the Allottee/Purchaser/s to the Owners/ Promoters under Sub-Clause (a) and (c) hereinabove, for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Owners/Promoters in connection with the formation of the Proposed A Wing Society or Proposed B Wing Society as the case may be and the Proposed Co-operative Housing Association, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement. The aforesaid deposit/payments shall not carry any interest. The Allottee/Purchasers shall not ask for any refund or any account of the said amounts from the Owners /Promoters. The amounts so paid by the Allottee/Purchasers to the Owners / Promoters under 17.2 (d) herein shall not carry any interest and remain with the Owners/Promoters until the Proposed Transfer is effectuated and the management of the entire Proposed Building/Wing is handed over to the respective Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association as aforesaid, the aforesaid deposit (less the outgoings in respect of the premises purchased and deduction provided for in the Agreement) shall be paid over by the Owners/Promoters to the Proposed A Wing Society, Proposed B Wing Society or the Proposed Co-operative Housing Association as the case may be. The Owners/Promoters confirms that the maintenance and outgoings to be paid by the Allottee/Purchaser/s will be calculated on the basis of the proportion of the carpet area of the said Premises to the carpet area of the entire building.
  2. The Allottee/Purchaser/s will be required to pay the annual maintenance subscription as may be charged by the Owners/Promoters or the FMC if appointed for maintaining the Proposed building and the specific service facility if levied by FMC/operator and It is clarified that certain specific facility/amenity shall have usage charges/Fees and same shall be payable by the Allottee/Purchaser to the Owners/Promoters as specified by the Owners/Promoters along with applicable taxes if any by the Allottee/Purchasers.
  3. Save and except in respect of the amount as set out in Clause (17.2)(d), the Owners/Promoters shall not be liable to maintain and/or render individual accounts to the Allottee/Purchaser/s in respect of any other amounts payable by the Allottee/Purchaser/s to the Owners/Promoters, as mentioned in this Agreement. The above referred maintenance charges are only provisional and any additional expenses should be reimbursed by the Allottee/Purchaser/s to the Owners/Promoters.
  4. Over and above the Purchase Price and other amounts payable by the Allottee/Purchaser/s, the Allottee/Purchaser/s hereby agree/s that in the event of any amount becoming payable by way of levy or premium, taxes, cess, fees, charges, etc., after the date of this Agreement to the MHADA or the MCGM or any other concerned local authority or to the State Government or in the event of any other payment for a similar nature becoming payable in respect of the said Property and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Owners/Promoters, however, the same would be reimbursed by the Allottee/Purchaser/s to the Owners/Promoters in proportion of the area of the said Flat to the total area of all the new premises in the Proposed Building.
  5. The Owners/Promoters shall maintain separate account in respect of sums received by the Promoters from the Allottee/s as advance or deposit, sums received towards share money, membership fees etc, or towards the outgoings, and shall utilize the amounts only for the purpose for which they have been received.

# REPRESENTATIONS, WARRANTIES AND COVENANTS:

* 1. The Owners/ Promoters hereby represents to the Allottee/Purchaser/s as follows:

1. In terms of and as set out in the Certificate of Title annexed to this Agreement the Owners/Promoters are well and sufficiently entitled to carry out development upon the said Land and also has actual physical and legal possession of the said Land.
2. The Owners/Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the said property and shall obtain requisite and further approvals from time to time to complete the development of the said property and to avail of the entire development potential thereof in terms of the Development Control Regulations amended from time to time;
3. There are no encumbrances upon the said Land save and except those as may be disclosed on RERA portal and/or in the Certificate of Title;
4. There are no litigations pending before any court of law with respect to the said Land which restrain the development of the said properties or execution of this Agreement save and except those disclosed in the Certificate of Title;
5. All approvals, licenses and permits issued by the competent authorities with respect to the said Proposed building/wing under construction are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Land and the said building/wing and the further buildings is to be constructed shall be obtained from the planning Authority in accordance with law;
6. The Owners/Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/ Purchasers created herein, may prejudicially be affected;
7. The Owners/Promoters have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Premises which will, in in any manner, affect the rights of Allottee/Purchasers under this Agreement;
8. The Owners/Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Land to the competent Authorities till the offering of possession of the Premises to the Allottee/Purchasers;
9. 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 Land) has been received or served upon the Owners/Promoters in respect of the said land except those disclosed in the Certificate of Title.
10. The exclusive right to use and ownership of the Podium in the Proposed Building lies with the owners of the residential flats of Wing B. The allottees/purchasers of premises in Wing A/the members of Proposed Wing A Society and the allottees of the premises on the Ground floor of Wing B will have no right to either access or use the same. It is agreed between the Parties that the right of the members of Wing A shall be restricted to the floors of Wing A and common areas of the Wing A. Further, the Podium and other exclusive common areas of Wing B shall be for the exclusive possession and use of the Purchasers of flats of Proposed Wing B /members of Proposed Wing B Society excluding the allottees of the premises on the Ground floor of Wing B who shall not be entitled to use or have access to the podium as stated hereinabove.
    1. The Allottee/Purchaser/s for himself/herself/themselves/itself with intention to bring all persons into whosoever hand the said Apartment may come, do hereby covenant with the Owners/Promoters as follows:
11. To maintain the said Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Apartment is situated and the said Apartment itself or any part thereof or change the use thereof. The Allottee/ Purchaser/s shall be responsible for the violation or breach of this provision and hereby agrees to save harmless, indemnify and keep indemnified the Owner/Promoter as well as such Proposed A Wing Society, or Proposed B Wing Society or Proposed Co-operative Housing Association as the case may be for the same.
12. Not to store in the said Apartment and the Proposed Building any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Proposed Building or storing of which goods is objected to by the concerned local or other authority and shall take care that while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Proposed Building in which the said Apartment is situated including entrances of the Proposed Building in which the said Apartment is situated and in case any damage is caused to the Proposed Building and/or the said Apartment on account of negligence or default of the Allottee/Purchaser/s in this behalf, the Allottee/Purchaser/s shall be liable for the consequences of the breach.
13. To carry at his/her/their/its own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Owners/Promoters to the Allottee/Purchaser/s and shall not do or suffer to be done anything in the said Apartment and to the Proposed Building which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/Purchaser/s committing any act in contravention of the above provision, the Allottee/Purchaser/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority;
14. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Apartment or any part thereof without procuring the prior written permission of the Owners/Promoters and/or the Proposed A Wing Society, or Proposed B Wing Society or Proposed Co-operative Housing Association as the case may be and providing the Owners/Promoters with copies of the detailed plans of the proposed addition, alteration or modification to the said Apartment, nor any alteration in the elevation and outside colour scheme of the Proposed Building and shall keep the portion, sewers, drains and pipes in the said Apartment and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the building in which the said Apartment is/are situated and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC Pardis or other structural members in the said Apartment without the prior written permission of the Owners/Promoters and/or the said Proposed A Wing Society or Proposed B Wing Society or the Proposed Co-operative Housing Association as the case may be and in the event of such damage the Allottee/s shall indemnify the Owners/Promoters and/or the Proposed A Wing Society or Proposed B Wing Society and the Proposed Co-operative Housing Association as the case may be for the same;
15. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land, said Apartment and the Proposed Building or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
16. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Land and the Proposed Building;
17. Not to enclose the balconies, decks, patios, ducts, terraces, passages or other portions of the Common Areas or any other portion of the Proposed Building;
18. Not to keep or place pots and other receptacles with or without plants on the parapets, ledges or any other outer portion of the said Apartment;
19. Not to affix any enclosures or additions or projections of any nature whatsoever to any external portion of the said Apartment or any part thereof. The window air conditioners or split unit air conditioners should be appropriately installed in the place provided therefore, as may be designated by the Owners/Promoters. If the box grills is being affixed then the Purchasers/Allottees shall have to obtain the consent/concurrence of the Owner/Promoter and such box grill shall be only of the design provided by the Owner/Promoter.
20. Not to put up clothes lines or dry clothes on any external portion of the said Apartment, save and except in drying yard balcony in the said Apartment;
21. Not to place or keep any garbage cans, waste paper baskets in the common passage, staircases, landing or lobbies of the Proposed Building or any part of the compound thereof;
22. Pay to the Promoters within 7(seven) days of demand by the Owners/Promoters, his/her/their/its share of security deposit, charges or expenses etc. demanded by concerned local authority or Government for giving water, electricity or any other service connected to the Proposed Building;
23. To bear and pay the proportionate costs, charges and expenses for repairing and maintaining the common areas as also the proportionate rents, rates, taxes, cesses, duties (whether applicable/payable now or become applicable/payable in future) and all other outgoings (including any increase therein) payable to municipal authorities, the State Government and any other local or public authority in respect of the said Land including the Proposed building being constructed thereon, including the Common Areas and the Owners/Promoters shall never be liable, responsible and/or required to bear and/or pay the same or any part thereof. Such proportionate costs, charges, expenses and rent, rates, taxes and outgoings shall be paid initially to the Owners/Promoters and once the management of the Proposed Building/Wing is handed over to the respective Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association, the Allottee/Purchaser/s shall pay the same to the respective Proposed A Wing Society, Proposed B Wing Society and the Proposed Co- operative Housing Association as the case may be.
24. To fully and properly restore at his/her/their/its entire costs, charges and expenses the Common Areas and/or other amenities or any part thereof, to its original condition whether it is dug up, opened or damaged or used for carrying out any kind of works therein. Such work shall not be carried out in a way that it shall obstruct or impede the use of such common properties and amenities for a period longer than necessary and reasonable. Before such work is commenced, a reasonable prior notice in writing shall be given to the parties affected thereby, including the Owners/Promoters and/or the Proposed A Wing Society, Proposed B Wing Society or the Proposed Co- operative Housing Association as the case may be and the work shall be carried out only after obtaining approval for the same from the Owners/Promoters and / or the Proposed A Wing Society, Proposed B Wing Society or the Proposed Co-operative Housing Association as the case may be.
25. To maintain, manage, look after, repair and keep in good order and condition the passages compounds and other Common Areas and amenities with the electrical lights, drains, pipes, sewers and other installations and connection hereto and not to permit the use of the said passages, compounds and other common areas in the Proposed Building for the storage or for the use by servants at any time.
26. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee/s viz. user for any purposes other than purpose for which the same is sold.
27. The Allottee/Purchase/s have prior to the execution of this Agreement satisfied himself/ herself/itself/ themselves about the title of the Owners /Promoters to the said properties described in the First Schedule hereunder written and have absolutely accepted the same.
28. The Allottee/Purchaser/s have prior hereto satisfied themselves of the FSI available and presently consumed on the said Properties described in the First Schedule hereunder written. The Allottee/Purchaser/s are informed that the Owners/Promoters will be utilizing further FSI , fungible FSI , premium FSI , Ancillary FSI and any other development potential as would be available and sanctioned by the planning Authority from time to time under various provisions of DCPR as may be modified and amended from time to time and the Allottee/Purchasers are aware of the same and as disclosed in the manner herein records that he/she/they hereby grant their consent for the same and have no grievance in respect thereof.
29. The Allottee/Purchaser/s and the persons to whom the said Premises are sub-let, let, transferred, assigned or given possession of shall duly and faithfully abide by, observe and perform all the rules, bye-laws and regulations which the Proposed A Wing Society or Proposed B Wing Society as the case may be and the Proposed Co-operative Housing Association at the time of registration may adopt, and the additions, alterations or amendments thereof for the protection and maintenance of the Proposed building the said Premises and other portions therein and for the observance and carrying out of the Building rules and regulations and the bye-laws for the time being of the Municipal Corporation of Greater Mumbai, MHADA and the local authorities and of the Government and other public Bodies. The Allottee/Purchaser/s and the person to whom the said Premises are let, transferred, assigned or given possession of, shall duly and faithfully abide by, observe and perform all the stipulations and conditions laid down by such Proposed A Wing Society or Proposed B Wing Society as the case may be and the Proposed Co-operative Housing Association regarding the occupation and use of the Building and/or the premises therein and shall pay and contribute regularly and punctually towards the taxes, expenses and the other outgoings under any head and of any nature whatsoever in accordance with the terms of this Agreement.
    1. The Allottee/Purchaser/s shall be liable to pay cheque bouncing charges of Rs.2000/- (Rupees Two Thousand Only) plus GST, on account of a cheque bounced for any reason whatsoever including but not limited to insufficient funds; stop payment or account closed. The Promoters shall be entitled to adjust cheque bouncing charges against any amounts received from the Allottee/Purchaser/s as it may deem fit. This is without prejudice to the right of the Promoter/s to charge Interest for delay and/or to terminate this Agreement as breach on the part of the Allottee/s/Purchaser/s.
    2. The Allottee/Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Owners/Promoters with such permission, approvals which would enable the Owners/Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee /Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
    3. The Allottee/Purchaser/s shall not mortgage**,** let, sub-let, grant on leave & license, sell, transfer, assign or part with the Allottee/Purchasers’ interest or benefit factor of this Agreement or enter into any agreement/ memorandum of understanding (oral or written) with any third party or part with the possession of the said Apartment until all the dues payable by the Allottee/Purchaser/s to the Owners/Promoters under this Agreement are fully paid-up and further only if the Allottee/Purchaser/s is/are not guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/Purchaser/s has/have obtained the prior written permission of the Owners/Promoters or the said Proposed A Wing Society or Proposed B Wing Society or the Proposed Co-operative Housing Association as the case may be. *PROVIDED HOWEVER* that such transferee/s/assignee/s of the Purchaser/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Purchaser/s to be observed, performed and complied with. All the provisions of this Agreement shall *ipso facto* and automatically apply mutatis mutandis to such transferee/s/assignee/s also.
    4. The Allottee/Purchasers shall permit the Owners /Promoters and their agents with or without workmen and other at all reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and condition thereof and the Allottee/Purchasers shall make good within three months, of the giving of a notice, all defects, decays and wants of repairs of which such notice in writing shall be given by the Owners/ Promoters to the Allottee/Purchaser/s. The Allottee/ Purchaser/s shall also permit the Owners / Promoters and their agents with or without workmen and others at all reasonable times to enter into and upon the said Premises for the purposes of repairing any part of the building and for the purpose of making repairs, maintaining, rebuilding, clearing, lighting and keeping in order and condition all services, drains, pipes, cables, water courses, gutter, wires, party wall, structures or other conveniences belonging to or serving or used for the said building also for the purpose of laying, maintaining, repairing and reinstating drainage and water pipes and electric wires and cables and for similar purposes.
    5. The Allottee/Purchaser/s shall extend full cooperation to the Owners/Promoters, their agents, contractors to ensure good governance of such works.
    6. The Allottee/Purchaser/s shall not shift/change/alter the location of kitchen and toilets pursuant to which the drainage system and water proofing of the Proposed Building is affected;
    7. As required by the Adani Energy or BEST or Tata Power Company Limited or Maharashtra State Electricity Board **("M.S.E.B.")** or any other authorized electricity providers, a substation room shall be provided to them in any part of the layout of the said Land for supplying electricity to the Proposed Building on the said Land and/or any part thereof and/or to the buildings constructed in the vicinity of the said Land and the Allottee/Purchaser/s hereby grants his/her/their irrevocable consent to the Owners/Promoters for the same. The Owners/Promoters may be required to and if so required shall execute a Deed of Lease/Sub- lease/License/Conveyance with Adani Energy or BEST or Tata Power Company Limited and/or the M.S.E.B. in this connection as may be required. The Allottee/Purchaser/s shall not raise any objection and/or obstruction towards the putting up and construction of the electric substation and its structures and allied constructions, room/s, pipes and boxes, electrical meters, cables, connections and other matters in this connection and shall extend all co-operation and assistance as may, from time to time, be necessary in this respect as per the rules and requirements of the Adani Energy Tata Power Company Limited or the M.S.E.B.The costs and expenses for the same shall be borne and paid by all the purchasers of the premises in the Proposed Building including the Allottees/Purchasers herein in proportion with the area of their respective premises.
    8. The Allottee/Purchaser/s is/are aware that the Proposed Building is constructed with open space deficiency and shall not raise any objection in respect thereof in future.The Allottee/ Purchaser/s shall not object to the development of neighbouring plot whenever they come forward for the development of their respective plot which may involve open space deficiency;
    9. The terrace space, deck, drying yard or patio in front of or adjacent or vertically or horizontally connected to the Apartment in the Proposed Building for the use of the purchaser/Allottee/s of such Apartment shall be maintained exclusively by the respective Allottee/s of such Apartment and such terrace spaces, decks or patios are intended for the exclusive use of the respective allottee/purchaser/s alone.
    10. The Allottee/Purchasers shall from time to time sign all applications, papers and documents, and do all such acts, deeds, matters and things as the Owners /Promoters and/or the Proposed A Wing Society or Proposed B Wing Society or the Proposed Co-operative Housing Association as the case may be may require for safeguarding the interest of the Owners/Promoters and/or the Allottees/Purchasers and the other purchasers of the premises in the Proposed Building.
    11. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold Apartments in the Proposed Building shall at all times, be and remain the absolute property of the Owners/Promoters and the Owners/ Promoters shall become members of the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association in respect thereof. The Owners/Promoters, shall have full right, absolute power, authority and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration and on such terms and conditions as they may in their sole and absolute discretion deem fit and proper, to any person or party of their choice, and neither the Allottee/Purchaser/s herein, nor the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association shall object to or dispute the same. On the Owners/Promoters intimating to the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association the name or names of the Allottee/Purchaser/s or acquirer/s of such unsold Apartment, the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association shall forthwith accept and admit such Allottee/Purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour.
    12. The Owners/Promoters or any person or persons nominated by the Owners /Promoters or the party/s to whom the rights concerned under this clause are assigned shall have an absolute right to make additions, put up additional structures as may be permitted by MHADA, Mumbai Municipal Corporation and other competent Authority and such additions, alterations and structures will be the sole property of the Owners/ Promoters or their nominee or nominees as the case may be who will be entitled to dispose off the same in any way they choose and the Allottee/Purchasers hereby consents to the same. The Owners /Promoters and/or their nominee or assigns shall be entitled to display advertisements or hoardings or sign boards or neon signs on any portion of the compound comprised in the said Proposed Building including the terrace walls, parapet walls dead wall and compound walls and shall be exclusively entitled to the income that may be derived by display of the said advertisements or hoardings at all times hereafter. The Owners /Promoters and/or their nominees or assigns shall also be entitled to install V-Sat Antenna and Broadcasting and Communication Towers on the Terrace of the buildings and to appropriate the entire income or consideration in respect thereof for themselves. The Agreement with the Allottee/Purchaser/s in the said Proposed Building shall be subject to the aforesaid rights of the Owners/Promoters or their nominee or nominees or assignees and the Allottee/Purchaser/s shall not be entitled to raise any objection or to any reduction in the price of the flat/garages/parking spaces agreed to be acquired by him/her/them/itself and/or compensation or damages on the ground of inconvenience o**r** any other ground whatsoever. IT IS HEREBY AGREED that the Owners/Promoters shall be entitled to nominate any other person or persons to obtain the benefit of the rights and interest conferred by this clause or to assign such benefits, rights and interest in favour of other persons. Such nominee or assignee shall be admitted as member/s of the said Proposed A Wing Society or the Proposed B Wing Society, as the case may be, provided further that neither of the Allottee/Purchasers or the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association, shall be entitled to charge the Owners /Promoters and/or its nominee or assignees any amount by way of maintenance or otherwise in respect of the rights and benefits conferred upon them by this clause.
    13. The Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association shall preserve and maintain the documents/plans and subsequent periodical structural audit reports and repair history similarly to check and to carry out fire safety audit time to time as per requirement of C.F.O through the authorized agency of MCGM.
    14. The Allottee/s declares and affirms that in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by all and all Allottee/s/Purchaser(s) shall be treated as one single person/ entity for the purpose of this Agreement and all shall be liable for the consequences jointly as well as severally.
    15. The Allottee/Purchaser/s hereby agrees, undertakes and covenants with the Promoters that neither the Allottee/s nor the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Owners/Promoters under this Agreement or any other deed, document or writing that may be entered into and executed between the parties hereto or those of the Owners/Promoters as mentioned herein and the Allottee/Purchasers and the said Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association shall be bound and liable to render to the Owners/Promoters, all necessary assistance and co- operation, to enable them to exercise and avail of the same.

# INDEMNIFICATION:

* 1. Subject to the Owners/Promoters not being in breach of the terms and conditions stated herein, the Allottee/Purchaser/s hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless, at all times, the Indemnified Parties (defined hereinafter), and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of any failure, breach, default, non-observance, non- performance, or non-compliance, by the Allottee/s of any of the terms, conditions and provisions of this Agreement or by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Allottee/Purchaser/s being untrue. (Wherever the term “*Indemnified Parties*” appears in this Agreement, the same shall mean the Owners/Promoters, Owners/Promoter’s Affiliates, and their respective directors, partners, shareholders, constituents, representatives, officers, employees, servants, agents, and all persons claiming under them, and their respective successors and assigns).

# NO WAIVER:

Any delay tolerated or indulgence shown by the parties in enforcing the terms of this Agreement or any forbearance or giving of time to each other shall not be construed as a waiver on their part of any breach or non- compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the parties to take the said Premises.

# NO DEMISE/ASSIGNMENT:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Land and Proposed Building or any part thereof. The Allottees/Purchasers shall have no claim save and except in respect of the premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, stair cases, terraces, recreation spaces, etc. will remain the property of the Owners /Promoters until the said Land along with Proposed Building is transferred to the Proposed A Wing Society, Proposed B Wing Society and the Proposed Co-operative Housing Association as stated in clause (7) hereinabove. It is agreed that the Allottee/Purchasers will have no objection if the Owners /Promoters decide to allot any portion under the stilt to the persons not being the Purchasers of the premises in the said Building. The Allottee /Purchasers and the Proposed A Wing Society or the Proposed B Wing Society, as the case may be, shall admit the said Owners /Promoters as their nominal members. The Allottee/Purchasers will not take any objection if the Prospective Owners enclose or cover their respective portion under the stilt subject to necessary permission from Concerned Authorities;

# SEVERABILITY:

If any provision in this Agreement becomes invalid or illegal or adjudged unenforceable, the provision shall be deemed to have been severed from this Agreement, as the case may be and the remaining provisions of the Agreement, so far as possible, shall not be affected by the severance;

# FURTHER ASSURANCES:

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

# MISCELLANEOUS:

* 1. Place of Execution: The place of execution of this Agreement shall be Mumbai.
  2. The Allottee/s and/or the Owners/Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Owners/Promoters will attend such office and admit execution thereof. If the Allottee/s /Purchaser fail/s to lodge this Agreement for Registration within the time prescribed by law, the Owners/Promoters shall not be responsible for the same or for any consequences arising from non- registration of the Agreement for any reason whatsoever.
  3. **1) Mr.Suresh Dalichand Seth and 2) Mr. Yash Ritesh Mutha** are authorized to sign and execute this Agreement as the partners of the Owners/Promoters pursuant to a Deed of Admission Cum Reconstitution of Partnership dated 08th October, 2021.

## Notice/Correspondences:

All notices, correspondence and other communications to be served by any of the Parties on the other of them, under the terms of this Agreement, shall be in writing, and delivered by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

1. **The Owners/Promoters:**

**M/S. ALLIANCE INFRACORP DEVELOPERS**

**Address: 315, Commerce House, 140, N. M. Road, Fort, Mumbai 400 023 Email Id: –** [**crm@nandivardhan.com**](mailto:crm@nandivardhan.com)

1. **Allotee/Purchasers: -**

Names **: Mrs. Madhavi Amarkant Sonawane**

Address **: Flat- 002, Vivasana CHS, Khanda Colony,**

**Navi Mumbai - 420206**

Email Id **-** **alsonawane@gmail.com**

It shall be the duty of the Allottee/Purchaser/s and the Owners/Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post, failing which all communications and letters posted at the above address shall be deemed to have been received by the Owners/ Promoters or the Allottee/Purchaser/s as the case may be. Any such notice that is delivered in accordance with the above provisions shall be deemed received when delivery is received or refused, as the case may be. Where necessary, all email correspondence shall be backed up by a hard copy of the communication that shall be sent by post to the other party.

## Joint Allottees:

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

* 1. The Permanent Account Numbers of the parties hereto are as under:

**Name PAN Nos**.

# M/S. ALLIANCE INFRACORP DEVELOPERS

1. Mr. Suresh Dalichand Seth AOJPS0603J
2. Mr. Yash Ritesh Mutha BYWPM0952Q

**Name PAN Nos**.

1) Mrs. Madhavi Amarkant Sonawane BHTPS9064F

## Stamp Duty and Registration Charges:

The Owners/Promoters have availed 50% reduction in premium facility and the same is passed on to the prospective purchaser in terms of the payment of stamp duty of the respective residential flats. Therefore, the charges towards Stamp Duty and registration in respect of this Agreement shall be borne and paid by the Owners/Promoters. The Allottee/Purchaser/s shall also be liable to bear and pay the proportionate stamp duty and registration charges that may be payable on the Deed of Conveyance/Lease in respect of the said Land /Proposed Building/Wing as the case may be. The Allottee/Purchaser/s hereby agree to pay on demand the Allottee's Share of Stamp Duty and Registration Charges, Payable, if any, by the said Proposed A Wing Society, Proposed B Wing Society and the Proposed Co- operative Housing Association on such Conveyance/lease or any other document or instrument of transfer.

# DISPUTE RESOLUTION:

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments or modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Mumbai by a sole arbitrator who shall be appointed by the Owners/Promoters. The Allottee/s hereby confirms that he/she/it/they shall have no objection to this appointment.

# JURISDICTION:

Subject to the provisions of clause (24.8) hereinabove, the Courts at Mumbai alone shall have the jurisdiction in all matters arising out of/touching and/ or concerning this Agreement regardless of place of execution of this Agreement which is deemed to be at Mumbai.

1. The Purchaser/s/Allottee/s hereby declare that he/she/it they has/have gone through along with his/her/their Advocates and/or Legal Advisor the Agreement and all the documents related to the said Premises purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Allottees/ Purchaser/s after being fully satisfied with the contents has entered into this Agreement.
2. **ENTIRE AGREEMENT:** The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire and only agreement between themselves regarding the subject matter hereof and no modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties. Unless specifically mentioned herein, this Agreement supersedes:
3. All agreements, negotiations, allotments, letters, commitments, writings, if any executed between the Allottee/Purchaser/s and Owners/Promoters prior to the date of execution of this Agreement, pertaining to the subject matter hereof;
4. All representations, warranties, commitments, etc. made by the Owners/Promoters in any documents, brochures, hoarding etc. and/or through on any other medium; and
5. The Owners/Promoters shall not be bound by any such prior agreements, negotiations, commitments, writings, discussions, representations, warranties and or compliance thereof other than expressly agreed by the Owners/Promoters under this Agreement.
6. **HEADINGS**: headings to Clauses, parts and paragraphs of Schedule and Schedule are for convenience only and do not affect the interpretation of this Agreement.

# THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

**FIRSTLY:**

**ALL THAT** piece and parcel of land bearing Cadastral Survey No.216 admeasuring 695.66 square meters of Lower Parel Division situated at Sitaram Jadhav Marg, Lower Parel (West), Mumbai 400013 along with 2 buildings and earlier known as “Abdul Kadar Chawl and now known as “Gohil Sadan” (since demolished) and bounded as follows that is to say:

**On or towards North :** by property bearing CS No. 219

**On or towards the East :** by property bearing CS No. 217

**On or towards the West :** by property bearing CS No. 215

**On or towards the South :** by Sitaram Jadhav Marg

# SECONDLY:

**ALL THAT** piece or parcel of land bearing Cadastral Survey No. 217 of Lower Parel Division admeasuring 1476.59 sq. mtrs. equivalent to 1766 sq. yards as per the Title Deed, together with fully tenanted chawl/structure of ground plus one floor and constructed prior to 1915 known as 58 Motiram Dayaram Chawl (since demolished) and bounded as follows:

**On or towards North** : by property bearing CS No. 219

**On or towards the East** : by property bearing CS No. 218

**On or towards the West** : by property bearing CS No. 216

**On or towards the South:** by Sitaram Jadhav Marg

# THE SECOND SCHEDULE ABOVE REFERRED TO:

## (Description of the Premises)

Flat/Apartment bearing number **1801,** admeasuring about **749 sq. ft**. of RERA Carpet Area on the **18th** floor in **B Wing** of the Proposed Building to be known as “**Fortuna Blue”** in the Proposed Building situated on the said Land described in the First Schedule hereinabove.

# THE THIRD SCHEDULE ABOVE REFERRED TO:

## (Common and Limited Common Areas)

The nature, extent and description of the “Common areas and facilities” and of the “Limited Common Areas and Facilities” shall be as under:

1. Terraces on the top of the building.
2. Staircase and common passage.
3. The electrical installations, common lightings, lift/s etc.

4. Pump Room, Suction Pumps, Water Lines, Overhead and Underground Water Tanks.

5. Drainage lines, Sewage Lines, Plumbing.

6.Compound Wall.

7.Club House

8.High Speed Elevators.

9.Security System.

10. Parking Space

11.Decorative Entrance lobby.

12.Fire protection system

13.Paint on external walls.

14. Earthquake resistant structure.

# THE FOURTH SCHEDULE ABOVE REFERRED TO:

## (Specifications and Amenities)

* + CP & Sanitary fittings
  + Electrical Switches
  + Granite Platform with Stainless Steel Sink in Kitchen
  + Vitrified floorings in all rooms
  + Tiles for Dado in washroom and kitchen
  + Paint
  + Sliding Windows
  + Anti- Skid flooring in washrooms
  + Fire resistant main door

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

SIGNED AND DELIVERED )

by the withinnamed –**“OWNER/PROMOTERS”** )

# M/S. ALLIANCE INFRACORP DEVELOPERS )

Through the hand of its authorized partners )

## Mr.Suresh Dalichand Seth )

1. **Mr. Yash Ritesh Mutha )**

SIGNED AND DELIVERED )

by the withinnamed **“ALLOTTEE/PURCHASER/S"** )

**Mrs. Madhavi Amarkant Sonawane** )

In the presence of ...

1.

2.

# RECEIPT

**Received** of and from within named the ALLOTTEE a sum of **Rs. 22,16,100/- (Rupees Twenty Two Lakhs Sixteen Thousand One Hundred Only)** being the amount of earnest money to be paid by him to us as per these present as per detailed below

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr No.** | **Cheque/ UTR No.** | **Date** | **Drawn on Bank** | **Amount** |
| 1 | 672608 | 12-10-2024 | State Bank of India | 5,00,000/- |
| 2 | 672610 | 23-10-2024 | State Bank of India | 7,16,100/- |
| 3 | 672611 | 23-10-2024 | State Bank of India | 10,00,000/- |
| **Total** | | | | **22,16,100/-** |
| **(Rupees Twenty Two Lakhs Sixteen Thousand One Hundred Only)** | | | | |

WITNESSES:

WE SAY RECEIVED

For **M/S. ALLIANCE INFRACORP DEVELOPERS**

# (OWNERS/PROMOTERS)

**==================================**

DATED THIS DAY OF ,2024

**==================================**

**B E T W E E N**:

**M/S. ALLIANCE INFRACORP DEVELOPERS**

**OWNERS/PROMOTERS**

**A N D: Mrs. Preyashi Mitesh Shah**

**… ALLOTTEE/PURCHASER/S**

**AGREEMENT FOR SALE**