**AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE** is made and entered into at Mumbai on this \_\_\_\_\_ day of **January** in the Christian Year **Two Thousand and Twenty-Five.**

**BETWEEN**

**MARRIOTT REALTORS PRIVATE LIMITED**, a company incorporated and registered under the provisions of the Companies Act, 1956 and deemed to be registered under the provisions of the Companies Act, 2013 (CIN No. U45202MH2009PTC193367) having its registered and corporate office at 31, Sakhar Bhavan, 3rd Floor, Ramnath Goenka Marg, Opp. Oberoi Shopping Centre, 230, Nariman Point, Mumbai- 400021, represented by its Director/Authorised Signatory Bhavesh D. Mehta, hereinafter referred to as the “**THE PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title) of the **FIRST PART**:

**AND**

**SHRI JAYESH THAKORBHAI DESAI (SHARE 35%), SMT. GOPA JAYESH DESAI (SHARE 35%) AND SHRI JASH JAYESH DESAI(SHARE 30%)** having their address atFlat No-402, 4th Floor, Raj Mohan CHS, Chitranjan Road, VileParle(East), Mumbai – 400 057 hereinafter referred to as “**THE ALLOTTEES(S)”** (which expression shallunless contrary to the context or meaning thereof mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its trustees for the time being) **OF THE OTHER PART;**

**WHEREAS:**

1. Maharashtra Housing And Area Development Authority (“**MHADA**”) is the owner of the land bearing Plot Nos. Part 135, 136 and 137 Survey No. 287, Survey No. 287(Pt), C. T. S. No. 19(Pt), admeasuring 843.09 Sq. Mts. Or thereabouts, being part of the erstwhile Bombay Housing Board’s land at Vile Parle West, Juhu, Vile Parle Development Scheme (JVPD Scheme) in the registration sub-district of Mumbai, Suburban, situated at North of Irla Nalla, Vile Parle (West), JVPD, Mumbai – 400 049 (“**said Land**”); more particularly described hereunder in the **First Schedule.**

2. The then Maharashtra Housing Board has allotted Plot Nos. Part 135, 136, and 137 on the North of Irla Nalla in Juhu Vile Parle Development Scheme to The Navratna Co-operative Housing Society Ltd.; in about 1964. And the Society constructed the building known as ‘Navratna’ on the said property.

3. By an Indenture of Lease dated 18th January 2019 executed between MHADA therein referred to as the Lessor of the one part and the Society therein referred to as the Lessee of the other part and registered with the office of the Joint Sub Registrar of Assurances at Andheri No.1 under serial No.BDR-18-642 of 2019, MHADA demised as and by way of lease unto the Society, the said Property for a term of 99 years commencing from 4th September, 1964 for the annual rent of Re.1/- and on the terms, conditions and covenants therein contained and on the part of Shree Navratna Co-operative Housing Society Limited (“**the Society**”) to be paid, observed and performed;

4. The building known as ‘Navratna’ constructed on the said Property was constructed way back in the year 1964 and was in a dilapidated condition and over the years was showing signs of stress. Then the Society took steps to demolish the said building Navratna standing on the said Property.

5. The members of the Society being desirous of reconstructing a new building on the said Property with the help of an experienced Promoter having all modern facilities and amenities as per the plans that may be sanctioned by BMC and other government bodies and authorities;

6. The society in its Special General Body Meeting held on 9h December 2018 authorised the Managing Committee Members, to act as Redevelopment Committee to facilitate redevelopment and to sign all the development related documents for an on behalf of the Society. Thereafter, the Society issued tender and invited offers for redevelopment of the said Property from various Promoter. The Promoter herein gave its final consolidated offer to the Society. In the General Body Meeting dated 26th September 2019, held in the presence of the officer authorised by the Ld. Deputy Registrar of Co-operative Societies, MHADA, as per the directives issued under Section 79A of the Maharashtra Co-operative Societies Act, 1960, the Society and its Members accepted the final offer given by the Promoter, and accordingly, the Society appointed the Promoter to construct the New Building as per the current MHADA policy under Regulation 33(5) of DCPR 2034, in accordance with plans and specifications as may be approved by the MHADA/MCGM. Subsequently, the Deputy Registrar, Co-operative Societies MHADA granted its NOC dated 14/10/2019 bearing Ref. No. JA.KRA.MUMBAI/UPNI/SANSA/MU.PA.U./6080/2019 for appointment of the Promoter as the Promoter for the development of the said Land.

7. Accordingly, By and under a Development Agreement dated 26th August, 2021, made and entered into between Shree Navratna Co-operative Housing Society Limited, therein referred to as the Society of the First Part And M/s. Marriott Realtors Private Limited therein referred to as the Promoter of the Second Part and Mr. Dharamdas N. Mehta & Others, therein referred to as the Members of the Third Part, the Society of the First Part granted unto the Promoter, all the development rights of the said Property on the terms and conditions specified therein and such grant was confirmed by the Members therein and registered with the Sub- Registrar of Assurances at Serial No. 7562 of 2021.

8. In view of the above, the Promoter is entitled to develop the said Property and has absolute right to sell the Free Sale units coming to their share under the aforementioned Development Agreement, dated 26th August, 2021;

9. Presently subject to approvals from the concerned authorities, the Promoter is proposing to construct a new building on the said Land, proposed to be known as “**SHELTON ELITE**” comprising of **7 (Seven)** Basement with Multi Level Mechanic/Robotic Car Parking and Services + Ground/Stilt Floor for Lobby Area and Parking/Service Facilities plus **1st (first) to 17th (Seventeen)** upper floors (with provision to construct upto **19th (Nineteen)** Floor) for residential and Terrace Floor for Amenities in the proposed Building along with Car Parking tower connected to the proposed building, in accordance with the plans, specifications and designs approved by MHADA/MCGM from time to time.

10. It is further clarified that although the Promoter has envisaged a broader scheme of development and construction, considering the fact that the MHADA has presently granted the existing building approvals and that under the existing building approvals, only a part of the presently available development potential of the said Leasehold Land is being utilized presently in the course of development and construction of the Proposed Building; the Promoter shall from time to time be making applications to MHADA for obtaining consents and no objections for consumption of further development potential on the Leasehold Land as also for amendments to the approved plans and for issuance of further IOA or approval of amended plans and issuance of further CC or revalidation of CC such that the entire available development potential of the said Leasehold Land is completely consumed in the course of development and construction of the Proposed Building on the said Leasehold Land and accordingly, the plans for construction of the Proposed Building on the said Leasehold Land are subject to further modifications.

1. Pursuant to Development Agreement dated 26th August 2021, it was agreed between the parties that the Promoter shall demolish the existing Old Building and re-construct a new building in its place by consuming and utilizing the available FSI/ Fungible FSI/ TDR or otherwise to the maximum permissible FSI as mentioned therein as per the amended provisions of Development Control and Promotion Regulations 2034.
2. Under the Development Agreement dated **26th August 2021**, it was agreed by and between the Promoter and existing members of the Society, that each of the existing members shall be entitled to receive new flats having additional carpet area (including fungible FSI Area) over and above the carpet area of their existing flats as mentioned herein, free of cost on ownership basis; Copy of Index-II of Development Agreement dated 26th August, 2021 are hereto annexed and marked as **Annexure “A”.**
3. In accordance with the plan sanctioned and/or to be re-sanctioned and/or further sanctioned by Municipal Corporation of Bombay, the Owners/Landlords are developing the said Property described in the First Schedule hereunder written and are proposing to construct a multi-storied building thereon of **7 basement, stilt, plus 17 upper floors**.

12. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate in respect of the Real Estate Project shall be granted by the competent authority.

13. The manner in which the Promoter has acquired development rights with respect to the said Land, are duly set out in the Title Certificate, annexed hereto and marked as **Annexure “B”;**

14. The development / redevelopment of the said Building to be known as **“SHELTON ELITE”** and the said Car Parking Space with respect to the said building is proposed as a “Real Estate Project” by the Promoter ("Real Estate Project') and the Promoter has registered the Real Estate project with the Real Estate Regulatory Authority (“Authority”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“RERA'”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (“RERA Rules”), The Authority has duly issued the Certificate of Registration No. **P51800046724** dated **01.09.2022** and amendment to the said certificate dated **22.04.2024** for the Real Estate Project and a copies of the RERA Certificates are annexed and marked as **Annexure “C” and “C1”**  hereto.

15. The Principal and material aspects of the development of the Real Estate Project, are briefly stated below:

i) As per regulation 33(5) of DCPR 2034, MHADA issued revised offer letter dated 11.11.2019 bearing reference No. CO/MB/REE/NOC/F-1066/1565/2019 and also issued No Objection Certificate (“NOC”) dated 11-12-2021 bearing reference No. CO/MB/REE/NOC/F-1066/3097/2021 granting permission to the Promoter for redevelopment of the said Property subject to the terms and conditions set out therein.

ii) MHADA has issued IOA dated 30/11/2019 bearing reference no. EE/BP Cell/GM/MHADA-104/421/2019 and subsequently issued intimation of amended IOA date 12/01/2022 bearing reference No. MH/EE/(B.P.)/GM/MHADA-104/421/2022 and amended IOA dated 19/10/2023 bearing reference no. MH/EE/(B.P.)/GM/MHADA-104/421/2023 and has granted Commencement Certificate dated 25th May, 2021 bearing reference no.MH/EE/(BP)/GM/MHADA-104/421./2021/CC /1 /New, Further Commencement Certificate dated 14th February, 2024 bearing reference no.MH/EE/(BP)/GM/MHADA-104/421./2024/FCC /1 /New and C.C. Revalidation dated 12th June, 2024 bearing reference no. MH/EE/(BP)/GM/MHADA-104/421./2024/CCR /5 with respect to the said Project, in the manner and on the terms and conditions as set out therein. Copies of IOA and CC are hereto annexed and marked as **Annexure - “D”**, **“D1”, “D2”**  and **Annexure - “E”, “E1”** and **“E2”** respectively.

iii) The Allottees has been explained by the Promoter and the Allottees understands that the Promoter may in its discretion including but not limited to planning constraints or on account of the height not being sanctioned or for any other reason may construct a building of **17 (seventeen)** floors which may extend up to **19 (Nineteen)** floors and the Allottees explicitly and irrevocably agrees and consents for the same. On account of the above, there may be changes / amendments in location, area, count (of refuge floors/units, water tanks, staircases, width of staircases, lifts, basements, car parking space, fire check floor, fire chute, etc), and the Allottees agrees and provides his/her / their consent for the same.

iv) The premises comprised in the said Building shall only be used for residential purposes.

v) At present, the FSI under the above mentioned approvals have been sanctioned for consumption in the construction and development of the Real Estate Project.

16. The Promoter has presently engaged the services of Space Moulders, as an Architect and Gireesh M. Rajadhyaksha as Structural Engineer for the preparation of the drawings and structural designs of the said Real Estate Project and reserves right to change or replace them with any other Architect or Structural Engineer.

17. M/s. Kanga & Co. Advocates and Solicitors have issued Title Certificate dated 9th March, 2022 certifying the right/entitlement of the Promoter is annexed hereto and marked as **Annexure “B”** hereto (“the said Title Certificate”).

18. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter and to enter into this Agreement with the Allottees of the Premises and to receive the Sale Consideration and Other Charges in respect thereof.

19. The Purchaser(s) being desirous of acquiring a Flat in the New Building, have applied to the Promoter to allot a Flat (hereinafter referred to as the “**Flat**”) along with the exclusive use and occupation of Balcony (“**Balcony**”) and Car Parking Facility (“**Car Parking**”) in the Proposed Building. Vide an Allotment letter dated **16th January**, **2025** the Promoter had agreed to allot to the Allottees, a Residential Premises being **Flat No.** **1203** on the **12th Floor**, in the proposed Residential Building named as **“Shelton Elite”** to be constructed on the said Property. The Allottees had also made a payment of **82,49,769/- (Rupees Eighty Two Lakhs Forty Nine Thousand Seven Hundred and Sixty Nine Only)** and sum of **Rs. 83,331/- (Rupees Eighty Three Thousand Three Hundred and Thirty One only)** has been deducted towards TDS (tax deducted at source) as token money towards the said Allotment Letter dated **16th January, 2025.**  Hereto marked and annexed as “**Annexure “F”** is a copy of the said allotment letter dated **16th January, 2025**. Accordingly, based on mutual discussion and negotiations amongst the Parties to this Agreement, the Promoter is allotting a Residential Flat in the Real Estate Project as more particularly described in the Second Schedule hereunder written (hereinafter referred to as the "Flat”)

20. The Promotor is entering into the present agreement with the Allottees/s in connection with the premises **Flat No. 1203** which is on the **12th** floor of the building standing on the said Property.

21. On demand from the Allottees/s, the Promoter has given inspection to the Allottees/s of all the documents of title relating to the Real Estate Project, and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the RERA and the Rules and Regulations made there under, including *inter-alia* the following:

i) All the title deeds, documents, etc., referred to in this Agreement.

ii) All the other title deeds and documents in relation to the Real Estate Project.

iii) All the approvals and sanctions of all the relevant authorities issued till date for the development of the said Land including the layout plan, building plan, floor plan and the commencement certificate of the said Building constructed / being constructed on the said Land;

iv) The authenticated copy of Property Register Card with respect to the said Land, which are annexed and marked as **Annexure “G”** hereto;

v) The copy of the typical floor plan of the Premises is annexed and marked as **Annexure “H”** hereto.

vi) Copy of the Title Certificate dated 09.03.2022 issued by M/s. Kanga & Co., certifying the right/entitlement of the Promoter is annexed hereto and marked as **Annexure “B”** hereto (“the said Title Certificate”).

vii) Further, (i) the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained / being obtained, (ii) approvals and sanctions from other relevant statutory authorities are applied for and/or in process of being obtained and/or obtained by the Promoter.

21. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans and approvals and permissions, as referred hereinabove.

22. The carpet area of the said Premises (as defined under the provisions of RERA) is set out in the Second Schedule hereunder written.

23. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

24. Prior to execution of this Agreement, the Allottees/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is/are satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project, and such title being clear and marketable and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein and (ii) the approvals and permissions (including Commencement Certificate) obtained till date. Allottees hereby agreed and confirm that all the terms and condition of the Redevelopment Agreement executed on **26th August, 2021** will be binding on him.

25. The Promoter has agreed to sell to the Allottees/s an area of **1625 square feet** RERA carpet area (excluding area of open balcony, dry yard service area of **148 sq. fts** etc. counted in FSI) and the Allottees/s have agreed to purchase from the Promoter, the said Premises being **Flat No. 1203** on **12th Floor** in the proposed Residential Building to be constructed on the said Property at and for a lumpsum consideration of **Rs. 8,33,31,000/-** (**Rupees Eight Crores Thirty Three Lakhs and Thirty One Thousand Only)** as set out in the Second Schedule (“**Sale Consideration**”) hereunder written and upon the terms and conditions mentioned in this Agreement.

26. The list of Annexures attached to this Agreement are as follows:

**Annexure “A”:** Copy of Index-II of Development Agreement.

**Annexure “B”:** Copy of the said Title certificate.

**Annexure “C”, “C1”,:** Copy of RERA certificates.

**Annexure “D”, “D1”, “D2”:** Copy of the Intimation of Approvals

**Annexure “E”, “E1”, “E2”:** Copy of commencement certificates

**Annexure “F”:** Letter dated **16th January, 2025.**

**Annexure “G”:** Copy of the property Register card.

**Annexure “H”:** Copy of the typical floor plan of the said Premises.

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27. Under Section 13 of RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottees i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908 provided that the Allottees has paid all the necessary and applicable charges, GST etc. as may be required for registration of this Agreement.

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

**1. RECITALS**

The aforesaid recitals shall form an integral part of this Agreement. The captions given in this Agreement are for the sake of convenience and are not intended in derogation of RERA.

**2. DEVELOPMENT OF THE SUBJECT PROPERTIES**

i) The Promoter proposes to construct the Real Estate Project known as “**SHELTON ELITE”** presently consisting of **7 basements**, ground plus **17 (Seventeen)** Upper floors (with provision to construct **upto 19th** **Floors)** with the Car Parking Space in the said Building, on a portion of the said land, in accordance with the plans, designs and specifications as referred hereinabove and as approved by and/or the other competent authorities from time to time.

ii) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the Building Plan or thereafter and shall, before handing over possession of the said Premises (as described above) to the Allottees, obtain from the concerned local authority occupancy and/or completion certificates (as may be the case) in respect of the same.

iii) The Promoter shall obtain prior consent in writing of the Allottees in respect of any variations or modifications, which may adversely affect the area of the said Premises (as described above) of the Allottees except, any alteration or addition required by Sanctioning Authority or any Government Authorities, or due to change in law, or any change as contemplated by any of the disclosures already made to the Allottees.

iv) The Promoter hereby declares that the **FSI** (**Floor Space Index) available in respect of the project land is 8252.62 Sq. Mts**. The Promoter has utilised **7103.33** sq. mts. as per current plan. The Promoter has disclosed the balance FSI of **1149.29 sq. mts.** (on account of the height getting sanctioned by the aviation department of Airport Authority of India Ltd. in future)as proposed to be utilized by them on the project land in the said Project in future and Allottees(s) have agreed to purchase the said Flat based on the proposed construction and sale of Flat to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only.

v) The Promoter hereby declares that the Floor Space Index available as on date in respect of the Subject Properties and their intent and planning to utilize Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the UDCPR, or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project are as disclosed in the Fifth Schedule hereunder written. The Promoter has disclosed the Floor Space Index as proposed to be utilized by them on the Subject Properties in the Real Estate Project and the Allottees has agreed to purchase the said Premises based on the proposed construction and sale of Flat to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only.

**3. ALLOTMENT OF FLAT AND PAYMENT OF SALE CONSIDERATION**

1. The Allottee hereby agrees to purchase from the Promoter, and the Promoter hereby agrees to sell to the Allottee, a RERA carpet area admeasuring **1625 square feet** (excluding open balcony, dry yard service area etc. of **148 sq. fts** counted in FSI) comprising of **Flat No. 1203** on **12th floor**, in the building known as **“Shelton Elite”** at and for a lumpsum consideration of **Rs. 8,33,31,000/-**(**Rupees Eight Crores Thirty Three Lakhs and Thirty One Thousand Only)** to be paid as per the payment schedule hereunder written and as shown hatched with black colour on the floor plan annexed and marked **Annexure “H”** hereto, at and for the Sale Consideration as set out in the Payment Schedule hereunder written. The TDS shall be deducted by the Allottees with applicable rate from time to time for each installment and to be deposited with the Government Treasury.
2. The **Flat No. 1203** on the **12th** floor is hereinafter referred to as **“the said Premises”,** as more particularly described in the Second Schedule hereunder written and as shown hatched with black colour on the floor plan annexed and marked **Annexure “H”** hereto, at and for the Sale Consideration as set out in the Payment Schedule hereunder written.
3. The Purchaser(s) agrees and undertakes to pay the Total Consideration and all other amounts payable in terms hereof from his/her/their own bank accounts and legitimate resources only. The Promoter shall not accept payments from any person other than the Purchaser(s) herein. However, the Promoter shall not be responsible towards any third party making any payments or remittances on behalf of Purchaser(s) and such third party shall not have any right in the said Premises and the Promoter shall issue payment receipts in the name of Purchaser(s) only. Further in case of cancellation of the said Premises in accordance with provisions of this Agreement, all refunds (subject to deductions) shall be made in the name of Purchaser(s) only.
4. The Allottees/s has/have paid before execution of this Agreement, part payment of the Sale Consideration as advance payments more particularly described in the **Third Schedule** hereunder written and hereby agree to pay to the Promoter the entire Sale Consideration in the manner as more particularly mentioned in the **Third Schedule** hereunder written.
5. The Promoter shall issue Demand and Tax Invoice to the Allottees intimating the Allottees about the stage-wise payment due as detailed herein (the payment at each stage is individually referred to as “the Installment” and collectively referred to as “the Installments”). The payment shall be made by the Allottees within **7 (seven)** days of the Promoter making a demand for the payment of the Installment, time being the essence of the contract (for payment of all the installments and Other Charges, time shall be the essence of the contract).
6. The timely payment of the Sale Consideration and Other Charges and outgoings by the Allottees in accordance with the provisions of this Agreement, is the basis of the sale and is one of the principal, material and fundamental terms of this Agreement.
7. At the request of the Allottees, it is mutually agreed that notwithstanding what is agreed in this Agreement, the Allottees shall be at liberty to make the payment of Sale Consideration or part thereof, ahead of the Payment Schedule, out of his/her own free will without any compulsion of whatsoever nature on the part of the Promoter.
8. The Sale Consideration and Other Charges, maintenance and outgoings as agreed herein is excluding all taxes, duties and cess including but not limited to Goods and Service Tax, Property Tax, Swachh Bharat Cess, local body tax and/or any other direct or indirect taxes which may be levied, in connection with the construction of and carrying out of the Real Estate Project and/or with respect to the said Premises and/or this Agreement and amounts payable by the Allottees in respect of the said Premises towards infrastructure charges, legal charges, maintenance charges of the saidReal Estate ProjectBuilding and for such facilities/infrastructure, forming part of the Real Estate Project commonly shared by the Allottees, corpus fund, society formation and share application money or any other charges as agreed in this Agreement.It is clarified that all such taxes, levies, duties, cesses (whether applicable / payable now or which may become applicable/payable in future) including Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises or on this instrument, shall be borne and paid by the Allottees alone and the Promoter shall not be liable to bear or pay the same or any part thereof.The Allottees shall also fully reimburse the expenses that may be incurred by Promoter consequential upon any legal proceedings that may be instituted by the concerned authority/ies against Promoter or by Promoter against any authority/ies or third party on account of such liability arising out of non-payment of the aforesaid amounts by the Allottees.
9. The Sale Consideration shall also exclude all other costs, charges, expenses and other applicable charges/taxes and expenses incidental thereto as also the Other Charges set out in the relevant **Payment Schedules** hereunder written.
10. The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottees for increase in development charges, costs, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the Demand and Tax Invoice being issued to the Allottees.
11. The Carpet area is subject to variation of +/- 3% (plus or minus three percent) on account of structural design and construction variances or for planning and other constraints. In case of any dispute on the measurement of carpet area, the same shall be physically measured after removing all finishes that have been applied/ fitted and the cost of removal and refitting of such finishes shall be solely borne and paid by the Allottees alone. The consideration payable on the basis of the re-measured carpet area of the Premises shall be recalculated by the Promoter. If there is any reduction in the carpet area more than the tolerance limit of 3% (three percent), then the Promoter shall refund the proportionate excess money paid by Allottees on the date of handing over possession of the said Premises. Provided that the Promoter shall cease to be liable to make the payment of any interest, if the Allottees fails to take possession in accordance with the Possession Notice. If there is any increase in the carpet area of the said Premises, the Promoter shall demand an additional amount from the Allottees towards the Sale Consideration and proportionate Other Charges which shall be payable by the Allottees on or prior to the date of handing over possession of the said Flat/Premises. Failure to make payments by the Allottees shall amount to be “default” and the Allottees shall be liable for consequences of default or breach in terms of this agreement. It is clarified that the payments to be made by the Promoter or the Allottees, as the case may be, under this Clause shall be made at the same rate per square feet as agreed under this Agreement. After the possession of the said Flat/Premises is handed over to the Allottees, neither party shall have any dispute or claim with regard to area of the said Flat/Premises or otherwise.
12. The Promoter has agreed to give access to the Allottees for **3(Three)** Car parking **Two** in basement car parking system (No fixed slot) of the Platform size **5.70 (L) x 2.20 (W)** permissible Car size **5.30 (L) x 1.90 (W) x 1.75 (H)** and **One** in Tower Parking System (No fixed slot) of the Platform size **5.40 (L) x 2.40 (W)** permissible Car size **5.00 (L) x 2.10 (W) x 2.05 (H)** in the said Car Parking Space forming part of the Real Estate Project. The said Car Parking Space shall comprise of Mechanical/ Robotic/ Tower Parking System or any other form of automated parking (hereinafter referred to as “**said Car Parking Access**”). The Allottees agrees and acknowledges that:
13. The Allottees will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking by the Promoter and/or the Society of the Premises purchasers in the said Real Estate Project and shall pay such outgoings in respect of the said Car Parking access as may be levied by the Promoter or the Society of the Allotteess in the said Real Estate Project. Further, the Allottees agrees not to dispute about the location of the Car Park in the automated system and/or the suitability thereof at any time in future.
14. The Allottees undertakes not to sell/transfer/lease or give on license or in any other way part with the right to use the Car Park in the said Car Parking Space. The rights of the Allottees in respect of the said Car Parking access shall be co-extensive and co-terminus along with this Agreement. The Allottees agrees that unauthorized use of the Car Parking Space will tantamount material breach of the terms of this Agreement. For such breach, the Promoter shall have right inter-alia to levy such penalty or take such action as they may deem fit. The Allottees undertakes to pay such proportionate maintenance charges in respect of the Car Parking Space as may be decided by the Promoter or the Society from time to time.
15. The Robotic/Automated/Mechanical/Tower Car Parking System is purchased by the Promoter from third party Vendor/s and the same is subject to normal wear and tear and is also susceptible to malfunctioning and it may require shut down for repairs and maintenance. The Allottees waives any and all claims, liabilities against the Promoter or their successors in case he/she/it/they experience any malfunctioning or shut down for any period for any reason whatsoever. Further, the obligation of the Promoter to maintain such Robotic/Automated/ Mechanical/Tower Car Parking System shall be limited to the extent of the warranty period or until the offer to hand over the Management of the Real Estate Project to the Society of Allotteess, whichever is earlier. The Allottees agrees not to withhold the maintenance to be paid towards the said Premises and/or the Car Parking Space for any reason whatsoever.
16. The Promoter has agreed to sell to the Allottees and the Allottees has agreed to purchase from the Promoter the said Premises on the basis of the carpet area only and the Sale Consideration agreed to be paid by the Allottees to the Promoter is agreed on the basis of the carpet area of the said Premises.
17. Time is of the essence for the Promoter as well as the Allottees. The Promoter shall subject to the Force Majeure Events abide by the time schedule for completing the construction of the Premises and offering to hand over the said Premises to the Allottees after receiving the part/full Occupation Certificate in respect thereof. Similarly, the Allottees shall make timely payments of the entire Sale Consideration and Other Charges and taxes payable by them and meeting, complying with and fulfilling all its other obligations under this Agreement.
18. The Purchaser(s) hereby agrees, that in addition to the Total Consideration and other amounts/charges payable under this Agreement, to pay to the Promoter on demand all applicable Charges/ Deposit for Installation/ Connection of Electricity meter/ Water/ Gas/ Telephone/ Mobile Connectivity/ Internet connectivity/ IPTV/ Cable TV/ Satellite TV and/ or Digital TV services/ Fibre Optic lines and for any other services, as may be applicable and determined by the Promoter plus service charges, if any and applicable statutory levies, if any.
19. On the installment falling due, the Promoter shall intimate in writing to the Purchaser(s) to make payment of such installment together with applicable GST or applicable taxes thereon and the Purchaser(s) shall, without any demur or protest, make payment within 15 (fifteen) days of issuance of such intimation, time being of the essence. Without prejudice to the other rights of the Promoter under this Agreement and/or in law, the Purchaser(s) shall be liable to pay to the Promoter an interest as per applicable law on all amounts due and payable by the Purchaser(s) under this Agreement, if such amounts remain unpaid after becoming due and payable. The right of the Promoter to receive interest as aforesaid shall not entitle the Purchaser(s) to delay the payment of any amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the Promoter of any of its rights, remedies and privileges in case of default in payment of any such amounts on their respective due dates in the agreed manner by the Purchaser(s). Further the Purchaser(s) agree/s that in the event of non-payment of any of the amounts payable by the Purchaser(s) under this Agreement, the Promoter shall have first lien on the said Premises for the recovery of such amounts without prejudice to the other rights of the Promoter as contained herein.
20. All dimensions of the said Premises are of unfinished structural dimensions. Variation in RERA areas may occur on account of planning constrains/ site conditions/ columns/ finishing. The Promoter shall confirm the final carpet area that has been allotted to the Purchaser(s) after the construction of the said New Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of +/- 3% (three per cent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then the Promoter shall refund the excess money paid by Purchaser(s) within 45 (forty-five) days, with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser(s). Provided that, the Promoter shall cease to be liable to make the payment of any interest, if the Purchaser(s) fail/s to take possession of the said Premises in accordance with the Possession Notice (defined herein). If there is any increase in the carpet area allotted to Purchaser(s), then the Purchaser(s) shall pay additional amount to the Promoter at the same agreed rate per square feet; prior to taking possession of the said Premises.
21. All payments shall be made by way of demand drafts/ pay orders/ account payee cheques/ RTGS/ ECS/ NEFT or any other instrument drawn in favour of / to the account of the Promoter set out in the **Third Schedule** hereunder written. In case of any financing arrangement entered by the Allottees with any financial institution with respect to the purchase of the said Premises, the Allottees undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of /to the account of the Promoter more particularly mentioned in the **Third Schedule** hereunder written. Any payments made in favour of / to any other account other than as mentioned in the **Third Schedule** shall not be treated as payment towards Sale Consideration in respect of the said Premises. The Promoter shall be entitled to change the account (as set out in the **Third Schedule**) by giving a written notice to the Allottees to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottees and / or the aforesaid bank/financial institution in such new account.
22. Further, the Allottees or the financial institution making payment of Sale Consideration or part thereof is responsible to deduct a certain percentage of the amount paid towards sale consideration as Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 and deposit the same to the credit of Central Government and shall issue TDS Certificate(s) in favour of the Promoter in the prescribed Form 16B for the same within the statutory period. In the event of any error committed while deducting TDS or in E-filing, the same shall be rectified by the Allottees/financial institution within a period of 30 (thirty) days from the said error being brought to the Allottees/financial institution’s notice. The Credit for the TDS amount deposited by the Allottees/financial institution will be given to the Allottees only upon receipt of the Original TDS Certificate and only if the amount mentioned therein matches with the amount appearing in the Income Tax Department website. In the event, the Allottees fails to produce the Original TDS Certificates for all the payments made by the Allottees at the time of handing over possession of the said Premises or within the time prescribed in the Possession Notice, whichever is earlier, the Allottees will be required to deposit with the Promoter such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoter to the Allottees only upon the Allottees furnishing the TDS Certificate within one month from the date of handing over possession of the said Premises. In case the Allottees fails to handover all the original TDS Certificates within the stipulated period of one month from the date of handing over or within the period stipulated in the Possession Notice, whichever is earlier, the Promoter shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Allottees. The Allottees shall also be liable for all costs, expenses, penalties and interest as may be suffered by the Promoter on account of delay in furnishing the TDS certificate or otherwise. The Allottees hereby indemnifies the Promoter from all such costs, expenses, penalties, interest, losses and damages as may be suffered by the Promoter.

xxiii) It is clarified and the Purchaser(s) accords his/her/it/their irrevocable consent to the Promoter to appropriate any payment made by him/her/them, notwithstanding any communication to the contrary, in the following manner:

a) First towards any Payment dishonour charges in case of dishonour of payment or any other administrative expense incurred by the Promoter.

b) Second, towards interest as on date of delayed payments.

c) Third, towards statutory charges, if applicable.

d) Fourth, towards costs and expenses for enforcement of this Agreement and recovery of amount/s due and payable by the Purchaser(s) under this Agreement.

e) Fifth, towards outstanding dues towards Total Consideration and Other Amounts payable by the Purchaser(s) in respect of the said Premises or under this Agreement.

f) Under no circumstances shall any express intimation or communication by the Purchaser(s), with regards to the appropriation of the payments made hereunder, other than as aforesaid, be valid or binding on the Promoter.

1. The Purchaser(s) declare and affirm that in case of joint allotment, failure to pay by any one of the Purchasers shall be deemed as failure to pay by all and all Purchasers 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.
2. Within 15 (fifteen) days of Possession Notice (defined herein) given by the Promoter to the Purchaser(s), the Purchaser(s) shall be liable to bear and pay the proportionate share that may be decided by the Promoter or the Society, as the case may be, towards (a) insurance premium; (b) all municipal and other taxes or betterment charges that may from time to time be levied in respect of the New Building including water taxes and water charges; and (c) outgoings for the maintenance and management of the estate, and the amenities, common lights and other outgoings such as collection charges, charges for watchmen, sweeper and maintenance of accounts and all other expenses necessary and incidental to the management and maintenance of the New Building and the said Land underneath along with GST and any other taxes/levies as applicable. The Purchaser(s) shall pay/ deposit with the Promoter prior to taking possession of the said Premises, the amounts as more particularly set out in **Part B** of **Schedule II** hereunder written. The abovementioned sums/ amounts shall not carry interest and will remain with the Promoter and the account thereof will be maintained until handover of affairs/management to the Society. All the aforesaid amounts collected other than amounts towards Legal charges and Water/ Electric Meter Charges and any other service connection as applicable; after deducting actual expenses incurred by Promoter in respect thereof will be handed over to the Society. It is hereby clarified and agreed by the Purchaser(s) that in case of any subsequent increase in amounts mentioned herein, the Purchaser(s) shall be liable to pay the excess amount forthwith upon receiving notice in respect thereof in the manner specified therein. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser(s) as advance or deposit, sums received on account of the share capital for the Society or towards the aforesaid outgoings and shall utilize the amounts only for the purposes for which they have been received.

1. The amounts so paid by the Purchaser(s) to the Promoter under the sub-clause hereinabove shall not carry any interest and shall be utilized by the Promoter for the purposes for which these amounts have been received. Security deposit or balance thereof, if any, shall be handed over to the Society.
2. It is clearly understood and agreed that it shall not be the obligation of the Promoter to make the payment of the taxes and other outgoings payable to the concerned authorities unless and until the Promoter have received the same from the Purchaser(s) of various flats in the said Project. The Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Premises and/or the New Building due to non-payment of taxes, electricity bills and/or other dues etc. to the said authorities on account of default in making payments of the said taxes, electricity bills and/or other dues etc. by the Purchaser(s) and/or other purchasers of the premises therein and/or their failing to comply with their obligations under this Agreement.
3. The Purchaser(s) declare and affirm that in case of joint allotment, failure to pay by any one of the Purchasers shall be deemed as failure to pay by all and all Purchasers 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.
4. The Allottees agrees and confirms that in the event of delay/default in making payment of the GST and TDS or any such taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottees and the Allottees shall forthwith pay the balance amount due and payable by the Allottees to the Promoter.

**4. INTERNAL AMENITIES:**

i) It is expressly agreed that the said Flat is in Khoka (Shell) form and shall only contain the amenities as set hereto. (hereinafter referred to as the “Internal Amenities”). All other internal civil works, plumbing works, electrical work, painting, POP works, water proofing of floors, internal doors and flooring shall be carried out by Purchaser/s at his/her/their cost. The Purchaser/s confirm/s that the Developer shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Flat. The Allottees agree/s and undertake/s to carry out the water proofing work in the entire said flat, at his/her/their cost before any flooring work carried out.

ii) The Allottees hereby confirm/s that the amenities and facilities mentioned in the Amenities Schedule hereto are tentative and are subject to availability. In case of unavailability, the promoter is entitled to give an equivalent product or the next best alternative and the Purchaser(s) hereby irrevocably grants his/her/their consent to the same. The Purchaser(s) further agree/s and undertake/s that the selection of the next best alternative shall be at the discretion of the Promoter.

**5. POSSESSION DATE, DELAYS, EVENTS IN CASES OF DELAYS AND TERMINATION**

i) Time is of the essence for the Promoter as well as the Allottees. The Promoter shall abide by the time schedule for completing the said Premises and offering possession of the said Premises to the Allottees after receiving the Occupation Certificate in respect of the floor of the said Premises and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottees which are listed in the Fourth Schedule hereunder written. Similarly, the Allottees shall make timely payments of all installments of the Sale Consideration and other amounts/dues payable by him and meeting, complying with and fulfilling all his/her other obligations under this Agreement.

ii) The Promoter shall give possession of the said Flat to the Allottee on or before 31st day of March 2026. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Premises on the aforesaid date, if the completion of the said building/s in which the said Premises is to be situated is delayed on account of—

a) war, civil commotion or an act of God; and any notice, order, rule, notification of the Government and/or other.

b) public or competent authority/court.

iii) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottees as an advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or Association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

iv) The Promoter on its behalf shall offer the possession of the said Premises to the Allottees in writing within 7 days of receiving the Occupation Certificate of the Real Estate Project against the payment of the balance Sale Consideration and other amounts payable in terms of this Agreement, to be taken within 3 (three months) from the date of issue of such notice.

v) Upon receiving a written intimation from the Promoter as provided, the Allottees shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Premises to the Allottees. Irrespective of whether the Allottees fails to take possession of the said Premises within the prescribed period, the Allottees shall continue to be liable to pay interest on the balance Sale Consideration amounts and maintenance charges and all other charges with respect to the said Premises from the date of offer of possession and further that thereafter the said Premises shall be at the risk of the Allottees in all respects, including loss or damage arising from the destruction, deterioration, or injury of the said Premises. Provided further that the Promoter shall be entitled to levy and the Allottees shall bear and pay to the Promoter, holding charges at the rate of Rs. **20/-** **(Rupees Twenty only)** per square feet, per month calculated on the carpet area of the said Premises for the entire period of such delay in taking possession. The Allottees agrees and confirms that the said sum of **Rs. 35,460/- (Rupees Thirty Five Thousand Four Hundred Sixty Only)** per month (or part thereof) shall be considered as holding charges as stipulated under this Clause and shall be a distinct charge not related to and shall be in addition to all other amounts/deposits payable by the Allottees to the Promoter under this Agreement.

vi) The Allottees agrees to pay to the Promoter, interest as specified in the RERA and the RERA Rules, on all the delayed payment which become due and payable by the Allottees to the Promoter under the terms of this Agreement from the date the said amount is due and payable by the Allottees to the Promoter.

vii) If the Promoter fails or neglects to abide by the time schedule for completing the project and handing over the said Premises to the Allottees, the Promoter agrees to pay to the Allottees, who does not intend to withdraw from the project, interest as specified in the RERA and the RERA Rules, on all the amounts paid by the Allottees, for every month of delay, till the handing over of the possession of the said Premises.

viii) If the Promoter fails or neglects to abide by the time Schedule for completing the project and handing over the said Premises to the Allottees, the Promoter agrees to refund and shall be liable to refund to the Allottees, who does not want to remain in the project and who intends to withdraw from the project, all the amount paid by the Allottees to the Promoter along with the amount spent, paid and/or incurred by the Allottees on account of stamp duty, registration fee and other government levies together with interest as provided in the RERA and the RERA Rules thereof. Till such time the aforesaid amount is paid by the Promoter to the Allottees, the Allottees shall have first charge and lien on the said Premises.

ix) Without prejudice to the rights of the Promoter to charge and receive interest in terms of sub-clause 5(vi) above, on the Allottees committing default in payment on due date of any amount due and payable by the Allottees to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottees committing three defaults of payment of installments, the Promoter shall at his/her own option, may terminate this Agreement. Provided that, the Promoter shall give notice of fifteen days in writing to the Allottees, by Registered Post A/D. at the address provided by the Allottees and mail at the email address provided by the Allottees, of its intention to terminate this Agreement and of the specific breach/es of terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottees fails to rectify the breach/es mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement. Provided further, that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottees the amount received from the Allottees (subject to adjustment, deduction and recovery of mutually agreed liquidated damages @ 20% on the total and aggregate Sales Consideration amount and of all Government levies) within a period of thirty days of the termination, the installments of Sale Consideration of the said Premises which may till then have been paid by the Allottees to the Promoter.

x) In the event the Allottees is desirous of voluntarily terminating the transaction of sale/purchase of the said Premises as recorded in this Agreement, the Allottees shall give a prior written notice of at least 30 (thirty) days to the Promoter stating the Allottees’s intention for termination of the transaction of sale/purchase of the said Premises. Upon such termination, the Promoter shall refund to the Allottees the amount received by them without any interest subject to the deduction of

(a) 20% of the total and aggregate Sale Consideration;

b) The Government levies (including GST), taxes and outgoings, if any, due and payable by the Allottees in respect of the said Premises upto the date of termination of this Agreement by the Allottees;

(c) Processing fee and brokerage paid, if any, etc. in respect of the said Premises;

(d) The amount of interest payable by the Allottees to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination; and

(e) The Amount of difference between sale price and resale price if price of the said Premises to a prospective purchaser being less than the Sale Consideration mentioned herein. Provided further that, the Allottee executes and registers the Deed of Cancellation of this Agreement and simultaneously upon the Allottee executing and registering Deed of Cancellation of the said Premises.

 The Promoter shall refund the balance amount of the Sale Consideration to the Allottee without any interest and exclusive of any direct/indirect taxes, stamp duty, brokerage, registration charges, other payments/outgoings etc.

**6. MEMBERSHIP TO THE SOCIETY:**

The Promoter has informed, and put the Allottees/s to notice, of the following matters which the Allottees/s has/have agreed and accepted:

i) In view of the fact that the Society already holds title to the Property, and as the Allottees/s will, subject to the terms and conditions of this Agreement, be admitted as a member thereof, no conveyance, lease or other transfer document is required to be, or will be, executed in favour of the Society, or any other entity, organization or body formed and constituted of the owners and holders of Premises in the Project, as contemplated under RERA, and no further or other entity, organization, or body, is to be or will be formed.

ii) The Society is and shall continue to be the lessee of the Project Land, and the owner of the Old Buildings (since demolished), and shall be the owner of the Project, whereby upon the agreement herein being concluded by payment by the Allottees/ s of the Aggregated Payments payable under this Agreement to the Promoter and upon the Allottees/s taking possession of the Apartment, the Allottees/s right and interest in the Apartment and the Parking Space/s shall be governed by, and held through the Society, and shall be subject to the covenants and conditions of the lease in respect of the Property. It is further acknowledged and accepted by the Allottees/s that upon observance of all his/her/their/its obligations, including financial obligations, hereunder, and on the Promoter directing and permitting the same, will admit the Allottees/s as its member as provided in this Agreement

iii) The Allottees/s, along with the other Allotteess/purchasers of the Promoter’s Apartments, shall, subject to he/she/they/it having fully complied with all his/her/their /its obligations, duties and liabilities under this Agreement, including making payment of the Aggregate Payments, and not being in breach or default thereof, be admitted as member/s of and by the Society on payment of the face value of the Shares of the Society to be allotted to the Allottees/s and the statutorily prescribed entrance fees, as well as the proportionate amount including Corpus Fund for the purpose of equalizing the existing final contributions of the existing Members, which shall be liable to be paid to the Society at the time of admitting the Allottees/s as its member/s. Subject to the Allottees/s name/s having been recommended (in writing) to the Society for membership, and, as and when directed and permitted by the Promoter, the Allottees/s shall sign and execute application forms and other writings, papers and documents as may be specified by the Promoter and/or Society and as may be necessary for being admitted as member of the Society and to duly fill in, sign and return the same to the Promoter and/or Society within fifteen (15) Days of the same being forwarded by the Promoter and/or the Society to the Allottees/s and/or attend the office of the Promoter and/or Society so as to enable the Society to admit him/her/them/it, after compliance of all the formalities in that behalf as may be specified by the Society and as specified in the said Agreement. The Allottees/s shall never be entitled to independently apply for membership, or take up/acquire any shares of the Society, and/or deal or correspond with the Society without the prior written permission of the Promoter.

**7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

i) The Promoter hereby, subject to what is stated in recitals and other parts of this Deed, represents and warrants to the Allottees as follows:

ii) The Promoter has clear and marketable title or right for development of the Subject Properties; and has the requisite rights to carry out development upon the Subject Properties and also has actual, physical possession of the Subject Properties for the implementation of the Real Estate Project.

iii) The Promoter has lawful rights and requisite approvals from the Sanctioning Authority/competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project.

iv) There are no encumbrances upon the Subject Properties or the Project except those disclosed in the title report or with MahaRERA.

v) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report or with MahaRERA.

vi) All approvals, licences and permits issued by the competent authorities with respect to the Real Estate Project are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licences and permits to be issued by the Sanctioning Authority with respect to the Real Estate Project shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project, Subject Properties, the said building/s and common areas.

vii) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees created herein, may prejudicially be affected.

viii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Subject Properties, including the Real Estate Project and the said Premises which will, in any manner, affect the rights of the Allottees under this Agreement.

ix) The Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottees in the manner contemplated in this Agreement.

x) In view of the fact that the Society already holds title to the Property, and as the Allottee/s will, subject to the terms and conditions of this Agreement, be admitted as a member thereof, no conveyance, lease or other transfer document is required to be, or will be, executed in favour of the Society, or any other entity, organization or body formed and constituted of the owners and holders of Premises in the Project, as contemplated under RERA, and no further or other entity, organization, or body, is to be or will be formed. The Promoter shall handover lawful, vacant, peaceful and physical possession of the common areas of the structure to the Society of the Allottee. The Society will amend the list of members in MHADA record.

xi) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate project to the Sanctioning Authority/competent Authorities till the issuance of Part/Full Occupation Certificate and thereafter.

xii) 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 Subject Properties) has been received or served upon the Promoter in respect of the Subject Properties and/or the Real Estate Project except those disclosed in the title report.

xiii) The Promoter agrees to and hereby indemnifies the Allottees in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.

xiv) If within a period of five years from the date of handing over the said Premises to the Allottees, the Allottees brings to the notice of the Promoter any structural defect in the said Premises or the said building/s in which the said Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Allottees shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA.

**8. COVENANTS AND UNDERTAKINGS OF THE ALLOTTEES**

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

a. To maintain the said Premises at the Allottees's own cost in good and tenantable repair and condition from the date of Possession Notice and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or shall not change/alter or make addition in or to the said Building in which the said Premises is situated and the said Premises itself or any part thereof without the written consent of the local authorities and the Promoter.

b. Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Real Estate Project in which the said Premises is situated, including entrances of the said Real Estate Project and in case any damage is caused to the said Real Estate Project (or any part thereof)or the said Premises the Allottees/s shall cause the same to be repaired and restored to original at his/her own costs and expenses.

c. To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottees/s and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or to the said Premises, which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottees/s committing any act in contravention of the above provision, the Allottees/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority or the Society.

d. Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society;

e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

ii. The Promoter shall be entitled to formally re-name the said Real Estate Project at a later date and which name shall not be changed by the Allottees/s and / or the Society, as the case may be.

iii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Real Estate Project or the common areas thereto.

iv. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, Allottees’s share of security deposit demanded by the concerned local authority or Government or utility provider for giving water, electricity or any other service connection to the Real Estate Project in which the said Premises is situated.

v. Bear and pay in a timely manner all amounts, dues, taxes, cess, levies and duties including property tax, water charges, electricity bills, common area maintenance, Sale Consideration or part thereof and Other Charges as required to be paid under this Agreement.

vi. Bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by any concerned local authority and/or government and/or other public authority on account of change of user of the said Premises by the Allotteess for any purposes other than “Residential” purposes.

vii. Not to change the user of the said Premises without the prior written permission of the Promoter, Society and concerned authority;

viii. The Allottees/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with his/her right, title, interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cess, Sale Consideration, Other Charges and all other amounts payable by the Allottees/s to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate. In any event, if the Allottees/s is desirous of transferring the said Premises and/or his/ her rights under this Agreement then, the Allottees/s shall be entitled to effectuate such transfer only with the prior written intimation to the Promoter.

ix. The Allottees/s shall observe and perform all the rules and regulations which the Society may adopt from time to time for protection and maintenance of the said Real Estate Project, common areas and amenities and the said Premises and for the observance and performance of the Building Laws, Rules, Regulations and Bye-laws for the time being in force. The Allottees/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

x. The Allottees/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.

xi. It is agreed that the said Premises shall be of R.C.C. structure with normal brick/block wall /concrete wall/ dry wall with gypsum / putty / cement plaster. The Allottees/s hereby agrees that the Promoter may, if required due to any structural reasons convert any brick / block wall / dry wall in the said Premises into a load bearing R.C.C. wall or vice versa and the Allottees/s hereby further agrees and irrevocably consents not to dispute or object to the same. The Allottees/s, along with any and all purchasers of the flats and premises of the Real Estate Project, are strictly prohibited to make any structural changes in walls, columns, beams and slabs, which may result into temporary and/or permanent changes and defects in the monolithic structure and may also have severe damaging consequences on the stability of the said Real Estate Project. The Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Premises or in the said Real Estate Project.

xii. The Allottees/s agrees and covenants that the Allottees/s shall not load in the said Premises, either by way of fit-out or construction or in any other manner whatsoever, anything more than as may be specified by the Promoter from time to time. Prior to undertaking any such interior or fit-out, the Allottees/s shall submit the drawings with the Promoter and shall disclose the nature of work to be carried out in the said Premises and shall obtain specific approvals of the Promoter to that effect. The Promoter shall have discretion to allow or reject any such request or part thereof. The Allottees/s shall be responsible to apply and obtain the permission of the concerned statutory authorities for such refurbishment / fit-out at his/her/its/their costs and expenses.

xiii. Not to affix any fixtures or grills on the exterior of the said Real Estate Project for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Premises and the Allottees/s shall not decorate or alter the exterior of the said Premises either by painting and/or otherwise. The Allottees/s shall fix the grills on the inside of the windows only, which shall not protrude external wall of the Real Estate Project. The standard design for the same shall be obtained by the Allottees/s from the Promoter and the Allottees/s undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If found that the Allottees/s has affixed fixtures or grills on the exterior of his / her / their / its premises for drying clothes or for any other purpose or that the Allottees/s has affixed a grill having a design other than the standard approved design, the Allottees/s shall immediately rectify / dismantle the same so as to be in compliance with their obligations as mentioned herein.

xiv. Not to affix air conditioner/s at any other place other than those earmarked for fixing the same so as not to affect the structure, façade and/or elevation of the said Real Estate Project in any manner whatsoever. The Allottees/s shall not install a window Air-conditioner within or outside the said Premises. If found that the Allottees/s has affixed a window air conditioner or the outdoor condensing unit which protrudes outside the said Premises, the Allottees/s shall immediately rectify/dismantle the same so as to be in compliance with his/her/their/its obligations as mentioned herein.

xv. To keep the sewers, drains and pipes in the said Premises and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the said Real Estate Project and the Allottees/s shall not chisel or in any other manner damage columns, beams, walls, slabs or R. C. C. Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or of the Society.

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

xvii Not to do or permit to be done any renovation / repair within the said Premises without prior written permission of the Promoter. In the event of the Allottees/s carrying out any renovation / repair within the said Premises, without prior written permission and /or in contravention of the terms of such prior written permission, as the case may be, then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the said Real Estate Project on account of such renovation / repair.

xviii. Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter and/or the said Society and of the MHADA / MCGM and other concerned authorities.

xix. Not to shift or alter the position of either the kitchen, the piped gas system, if any, or the toilets which would affect the drainage system of the said Premises / the said Real Estate Project in any manner whatsoever.

xx. To abide, observe and perform all the rules and regulations which the Society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project and the said Premises therein. The Allottees/s shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Premises in the Real Estate Project on the said Land and the Allottees/s shall pay and contribute regularly and punctually towards the taxes, expenses and outgoings.

xxi. Not to violate and to abide by all rules and regulations framed by the Promoter or Facility Manager and / or by the said Society, for the purpose of maintenance and up-keep of the said Real Estate Project as the case may be, and in connection with any interior/ civil works that the Allottees/s may carry out in the said Premises.

xxii. The Allottees/s shall never in any manner enclose any flower beds / planters/ledges/pocket terrace/s/deck areas ornamental projects / dry yards / service yards and other areas. These areas should be kept open and should not be partly or wholly enclosed including installing any temporary or part shed or enclosure and shall not include the same in the said Premises or any part thereof and keep the same unenclosed at all times. The Promoter shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottees/s and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.

xxiii. Shall not do either by himself / herself / itself or any person claiming through the Allottees/s anything which may or is likely to endanger or damage the said Real Estate Projector any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Real Estate Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Real Estate Project.

xxiv. Shall not display at any place in the said Real Estate Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottees/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Real Estate Project or common area therein or in any other place or on the window, doors and corridors of the said Real Estate Project.

xxv. Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Real Estate Projector the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever.

xxvi. Shall not park his/her Car at any place other than what is specified under this Agreement/ or by the Society at such later stage.

xxvii. To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, and furniture making or any other allied work in the said Premises on a daily basis.

xxviii. The Allottees/s shall permit the Promoter and his surveyors and agents and assigns with or without workmen and others at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said Real Estate Project. The Allottees/s is aware that the main water/drainage pipes of the said Building may pass through certain areas within the said Premises. The Allottees/s agrees that he/she/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall they in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes in any manner howsoever. The Promoter /the Facility Manager and/or their respective workmen, staff, employees, representatives and agents, shall, at all times, be entitled to access such areas within the said Premises for the purpose of maintenance, repair and upkeep of the water pipes and the Allottees/s hereby gives his express consent for the same.

xxix. The Allottee is aware that the Promoter will be incurring substantial obligations so as to be able to sell the Free Sale area of the Premises and realize the proceeds thereof, and that such sales and marketing efforts will continue beyond the completion of the Project. The Allottee also agree that as part of the Promoter’s marketing efforts, the Promoter will be show-casing the New Building/ Project. The Allottee agree that any feature lighting that may be installed by the Promoter to light up the façade/ features of the New Building or air-conditioners if provided in the lobby shall not be switched off or access by Promoter’s marketing personnel, channel partners (real-estate agents) and/or by prospective flat purchasers/allottees for viewing the common areas (including the common terrace, fitness centre, parking areas, etc.) as/if provided in the Project shall not be obstructed by the Allottee herein. The aforesaid term is an intrinsic part of this Agreement, till the Promoter have sold all the flats comprised in the Free sale area of the Premises.

xxx. The Allottee/s is aware and acknowledges that the Promoter is entitled to sell, lease, sub-lease, give on leave and license basis or otherwise dispose of and transfer the flats and apartments, garages and allocate the car park forming part of the Real Estate Project and the Allottee/s undertakes that he/she shall not be entitled to raise any objection with respect to the same.

xxxi. The Allottees/s has been appraised of the terms and conditions of the deeds, documents, approvals, permissions, no objections, etc., referred to in this Agreement and the same shall be fully binding on the Allottees/s.

**9. MORTGAGES OF THE PREMISES:**

It is agreed that the Allottees/s shall be entitled to avail housing loan from a Bank and to mortgage the said Premises by way of security for repayment of the said loan to such Bank only with the prior written permission from the Promoter. The Promoter shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottees/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such Bank in respect of the said Premises of the Allottees/s shall not in any manner jeopardize the Promoter’s right to receive full consideration and other charges and such mortgage in favour of such Bank shall be subject to Promoter’s first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottees/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank advising the Bank to make payment of the loan amount against the mortgage of the said Premises directly to the Promoter as per the schedule of payment of the Sale Consideration or as may be requested by the Promoter from time to time.

10. **RIGHT OF THE PROMOTER/PROMOTER TO CREATE A MORTGAGE/ CHARGE/ LIEN**:

i. The Promoter has not created any mortgage or charge on the said Land, save and except as disclosed in the title reports and/or while registering the said Project under RERA and/or elsewhere in this Agreement. The Promoter is, entitled, to avail financing and/ or credit facilities, and create mortgage/ charge/ lien / raise loans and debts from banks, financial institutions or other persons, for the development of the said Land, without making the Society/Member/Purchaser(s) liable for repayment of the same, by creating mortgage or charge on the said project. In case any such mortgage or charge is made or created by the Promoter, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser(s), who has taken or agreed to take such Premises. The Promoter shall provide requisite NOC, if applicable from such Lender and will clear such loan on or before completion of entire development and handover of the Premises to the Purchaser(s).

ii. In case the Purchaser(s) avail/s the financial assistance or home loan inter-alia for purchasing or acquiring the said Premises, then in that event, the Promoter shall, at the request and cost of Purchaser(s), allow the charge, lien or mortgage to be created upon the said Flat of such financial institution from whom the Purchaser(s) shall avail such financial assistance or loan. It is agreed and understood that the responsibility/ liability of repayment of the said financial assistance/ loan shall be that of the Purchaser(s) alone. The Promoter shall, in no way, be liable for the payment of or repayment of the said financial assistance/ loan to the said financial institution. The Purchaser(s) alone shall be liable and responsible for all consequences, costs and/or litigations that may arise due to non-payment and default in repayment of said financial assistance and loan. In any case mortgage/ charge/ lien is created pursuant to availing of such financial assistance/ loan by the Purchaser(s), the same shall be subordinate to the rights of the Promoter and be limited to and/ or restricted to or upon to the said Premises only. Save and except the said Premises, no other portion of the New Building and/ or the Land shall be encumbered or charged with any liability of mortgage or otherwise against said financial assistance/ home loan.

iii. The Purchaser(s) hereby expressly agrees that so long as the loan and the said Purchase Consideration remain unpaid/ outstanding, the Purchaser(s), subject to the terms hereof, shall not sell, transfer, let out and/ or deal with the Premises in any manner whatsoever without obtaining prior written permission of the Promoter and the relevant bank/ financial institutions which have advanced the loan. The Promoter shall not be liable for any of the acts of omission or commission of the Purchaser(s) which are contrary to the terms and conditions governing the loan. It shall be the responsibility of the Purchaser(s) to inform the Society about the lien/charge of such banks/Financial Institutions and the Promoter shall not be liable or responsible in any manner whatsoever.

iv. The Purchaser(s) indemnifies and hereby agrees to keep indemnified the Promoter and its successors and assigns from and against any/all claims, costs, charges, expenses, damages and losses which the Promoter, its successors or assigns may suffer or incur by reason of any action that any Bank/ Financial Institution may initiate on account of the loan or for the recovery of the loan or any part thereof or on account of any breach by the Purchaser(s) of the terms and conditions governing the loan.

11. **THE ALLOTTE/S HEREBY REPRESENTS AND WARRANTS TO THE PROMOTER THAT**:

i. they are not prohibited from purchasing the said Premises under any applicable law or otherwise;

ii. they have not been declared and/or adjudged to be an insolvent, bankrupt etc., and/or ordered to be wound up or dissolved, as the case may be;

iii. no receiver and / or liquidator and / or official assignee or any person is appointed in the case of the Allottees/s or all or any of their assets and / or properties;

iv. none of their assets / properties is attached and / or no notice of attachment has been received under any rule, law, regulation, statute etc.;

v. no notice is received from the Government of India (either Central, State or Local) and / or from any other Government abroad for their involvement in any money laundering or any illegal activity and / or is declared to be a proclaimed offender and / or a warrant is issued against them;

vi. no execution or other similar process is issued and / or levied against them and / or against any of their assets and properties;

vii. they have not compounded payment with their creditors;

viii. they are not convicted of any offence involving moral turpitude and / or sentenced to imprisonment for any offence not less than 6 (six) months;

ix. they are not an undesirable element and will not cause nuisance and / or hindrances in the completion of the project and / or anytime thereafter and will not default in making payment of the amounts mentioned in this Agreement;

x. The Allottees/s are in a good financial position to pay the Sale Consideration and Other Charges, maintenance and outgoings without any delay or default and shall as and when called upon by the Promoter provide such security as may be required by the Promoter towards all payments due and payable from time to time from hereof.

**12. FOREIGN EXCHANGE MANAGEMENT ACT:**

i. The 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 Rules and Regulations made thereunder or any statutory amendment(s), modification(s) thereto and all other applicable laws, including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil their 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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser(s) understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws, as applicable. Further, the Purchaser(s) holds the Promoter harmless against any such action, and undertakes to indemnify the Promoter in case of any fine/ action/ proceeding, etc. initiated against him/her/them by the relevant authority for any reason.

ii. The 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 Rules and Regulations made thereunder or any statutory amendment(s), modification(s) thereto and all other applicable laws, including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil their 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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser(s) understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws, as applicable. Further, the Purchaser(s) holds the Promoter harmless against any such action, and undertakes to indemnify the Promoter in case of any fine/ action/ proceeding, etc. initiated against him/her/them by the relevant authority for any reason.

iii. It is abundantly made clear to the Allottees who is or may become a non-resident/foreign national of Indian Origin during the subsistence of this Agreement, that in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottees understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottees agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

iv. The Allottees shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking areas, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and Land will remain the property of the Promoter as hereinbefore mentioned.

**13. INTELLECTUAL PROPERTY:**

i. The Allottees acknowledge/s that all Intellectual Property is and shall always be exclusively owned and held by the Promoter alone and that the Allottees shall never have any right, title, interest or license in respect thereof;

ii. The Allottees/s shall not reproduce/replicate/publish or use in any manner howsoever, whether for commercial purposes, personal reasons, or otherwise, any Intellectual Property, and/ or any Plans, Approvals, Informative Materials and/or any such materials which may be created or intended/proposed to be created or marketed by the Promoter, and disclosed to the Allottees/s, prior to, or during the subsistence of, the Agreement;

iii. The Allottees/s shall immediately bring to the notice of the Promoter any improper or wrongful use or any unauthorized replication /reproduction of Intellectual Property, by any persons or parties, which has come to its/their knowledge;

**14. BINDING EFFECT**

Forwarding this Agreement to the Allottees by the Promoter does not create a binding obligation on the part of the Promoter or the Allottees until, firstly, the Allottees signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottees and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottees fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottees and/or fails to appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottees for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection therewith including the booking amount shall be refunded to the Allottees without any interest or compensation whatsoever as under.

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| --- | --- | --- |
| **Sr. No.** | **If the letter requesting to cancel the booking is received** | **Amount to be deducted** |
| **1** | Within 15 days from issuance of the allotment letter  | NIL  |
| **2** | Within 16 to 30 days from issuance of the allotment letter  | 1% of the cost of the said unit  |
| **3** | Within 31 to 60 days from issuance of the allotment letter  | 1.5% of the cost of the said unit.  |
| **4** | After 61 days from issuance of the allotment letter.  | 2% of the cost of the said unit.  |

\* The amount deduced shall not exceed the amount as mentioned in the table above.

**15. ENTIRE AGREEMENT**

i) This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/plot/building, as the case maybe.

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

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

**16. NOTICES AND CORRESPONDENCE**

That all notices to be served on the Allottees and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Promoter by Registered Post A.D. and notified E-mail ID at their respective addresses specified below:—

 Allottees- Name of Allottees

 **SHRI JAYESH THAKORBHAI DESAI**

 **SHRI GOPA JAYESH DESAI &**

 **JASH JAYESH DESAI**

(Allottees’s Address)

 Flat No. 402, 4th Floor,

 Raj Mohan CHS,

 Chitranjan Road,

 Vile Parle (East),

 Mumbai – 400 057

Notified E-mail ID: desaijayesht@gmail.com

Promoter- **M/S MARRIOTT REALTORS PRIVATE LIMITED** 31, Sakhar Bhavan, 3rd Floor,

Ramnath Goenka Marg,

230 - Nariman Point,

Mumbai-400 021.

Notified E-mail ID: sheltonventure@gmail.com

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

**Joint Allottees :**

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

**17. GOVERNMENT LEVIES**

i) The Promoter hereby covenants with the Allotteess that all the incentives and exemptions received by them from Corporation/Competent Authority has been passed on to the Allotteess and the purchase price determined herein is by taking into account, the incentives received and passed on by them. The Allotteess herein categorically accept and agree that the benefits of the said incentives i.e. reduction of premium has been passed on to them in terms of payment of stamp duty by the Promoter. The Allotteess hereby agree to sign, execute and register all the documents, affidavits, bonds as may be required by the plan passing authority or any government authority whosoever it may concern to confirm the receipt of such benefits by the Allotteess. In case of any break up given for the price/consideration it is only for the purpose of understanding and explanation to the concerned authority and the Allotteess shall not raise any objection and/or dispute or claim any amount/difference of amount whatsoever explained in the break up now or in future or make any issue of this any time in future.

ii)All out of pocket costs, charges and expenses including Goods and Service Tax i.e. (GST); Local Body Tax; and all other Government levies shall be borne and paid by the Allottees alone. However, the stamp duty on this Agreement for Sale shall be borne and paid by the Promoter only.

iii) At the time of registration of Conveyance or Lease of the structure of the building, the Allottees(s) shall pay to the Promoter, his/her/their share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance or Lease of the project land, the Allottees(s) shall pay to the Promoter, his/her/their share of stamp duty and registration charges payable, by the said Society or Limited company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Society or limited company.

**18. REGISTRATION OF THE AGREEMENT**

 The Allottees and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

**19. APPLICABILITY OF THE ACT**

i) This Agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016 (“RERA”) and the rules, regulations, office orders, circulars made thereunder and as also subject to all other applicable laws.

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

**20. DISPUTE RESOLUTION**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder. For all other purposes the Courts at alone shall have exclusive jurisdiction.

# THE FIRST SCHEDULE ABOVE REFERRED TO

**(DESCRIPTION OF THE “SAID LAND”)**

All those piece and parcel of lands bearing Plot Nos. 135, 136, 137 and bearing Survey No. 287 (part) corresponding to City Survey No.19 (part), admeasuring in the aggregate approximately 843.09 square metres or thereabouts situate, lying and being at 12th Gulmohar Cross Road, JVPD Scheme, Vile Parle (West), Mumbai 400 049 in the registration district and sub district of Mumbai city and Mumbai suburban and bounded as follows:

On or towards the East : Part 134;

On or towards the West : 40’ Wide Road;

On or towards the North : Part 138, 139, 140;

On or towards the South : 40’ Wide Road.

# THE SECOND SCHEDULE ABOVE REFERRED TO:

**(DESCRIPTION OF THE SAID PREMISES, CONSIDERATION)**

|  |
| --- |
| **PART A** |
| **Description of said Premises** | **Flat** bearing **No. 1203** admeasuring **150.97** **Sq. Mt.** equivalent to **1625 Sq. Ft.** (RERA carpet area) on the **12th Floor** along with the exclusive use and occupation of Balcony admeasuring **13.75 Sq. Mts.** Equivalent to **148** **Sq. Ft.** and Car Parking Facility for **3( Three)Car/s (no fixed slot)** in the New Building known as **“SHELTON ELITE”** being constructed on the said Land more particularly described in the Schedule –I hereinabove written.**\*\***RERA carpet area means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls. |
|  |
| **PART B** |
|  |
| **Total Consideration**(excluding all applicable taxes and other charges) | **Rs. 8,33,31,000/-** (**Rupees Eight Crore Thirty Three Lakhs and Thirty One Thousand Only)** |
| **Amount received**(excluding allApplicable taxes and other charges) | **Rs. 83,33,100/- (Rupees Eighty Three Lakhs Thirty Three Thousand One Hundred Only)** towards Part Consideration(EMD) out of which the sum of **Rs. 82,49,769/- (Rupees Eighty Two Lakhs Forty Nine Thousand Seven Hundred and Sixty Nine Only)** has been paid to us and the remaining sum of **83,331/- (Rupees Eighty Three Thousand Three Hundred and Thirty One Only)** has been deducted towards TDS (tax deducted at source) |
| **Balance Amount** | **Rs.\_7,49,97,900/- (Rupees Seven Crores Forty Nine Lakhs Ninety Seven Thousand and Nine Hundred Only)** |
| **Nominee Details** |

|  |  |
| --- | --- |
| **Nominee** | **Nominee** |
| Name | SMT GOPA JAYESH DESAI |
| Address | Flat No. 402, 4th Floor, Raj Mohan CHS,Chitranjan Road, Vile Parle (East),Mumbai – 400 057 |
| PAN | ADZPD1051E |
| AADHAR | 3015 3453 3130 |
| Relation withPurchaser(s) | WIFE |
| %Share |  100% SHARE OF SHRI JAYESH T. DESAI |
|  |  |
| Name | SHRI JAYESH THAKORBHAI DESAI |
| Address | Flat No. 402, 4th Floor, Raj Mohan CHS,Chitranjan Road, Vile Parle (East),Mumbai – 400 057 |
| PAN | AAAPD8475C |
| AADHAR | 3009 8458 2311 |
| Relation withPurchaser(s) | HUSBAND |
| %Share | 100% SHARE OF SMT. GOPA JAYESH DESAI |
|  |  |
| Name | SMT. JANVI KAPADIA/DESAI |
| Address | Flat No. 402, 4th Floor, Raj Mohan CHS,Chitranjan Road, Vile Parle (East),Mumbai – 400 057 |
| PAN |  |
| AADHAR |  |
| Relation withPurchaser(s) | WIFE |
| %Share |  100% SHARE OF SHRI JASH JAYESH DESAI |

 |

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**PAYMENT SCHEDULE**

The payment of the Installments shall be made by the Allottees(s)/Purchaser(s) within15 (fifteen) days of making a demand for the payment of the respective Installment, time being of the essence:-

**Payment Schedule:**

|  |  |  |
| --- | --- | --- |
| **Details** | **Percent%** | **Amount****(Rs.)** |
| Earnest Money | 10% | 83,33,100/- |
| After the Execution of Agreement | 20% | 1,66,66,200/- |
| On Completion of Plinth Slab | 15% | 1,24,99,650/- |
| On Completion of 4th Floor Slab | 5% | 41,66,550/- |
| On Completion of 8th Floor Slab | 5% | 41,66,550/- |
| On Completion of 12th Floor Slab | 5% | 41,66,550/- |
| On Completion of 16th Floor Slab | 5% | 41,66,550/- |
| On Completion of Terrace Floor Slab | 5% | 41,66,550/- |
| On Completion of Brickwork, Plaster, Door & Window Frames. | 5% | 41,66,550/- |
| On Completion of Internal Plaster & External Plaster,  | 5% | 41,66,550/- |
| On Completion of Plumbing, Electrification  | 5% | 41,66,550/- |
| On Completion of Flooring, Tile Work Doors, Windows etc of the said Flat and Staircases, Liftwells, Lobbies upto floor level of the said Flat. | 5% | 41,66,550/- |
| On Completion of Elevation of the Building, Painting Work, Lifts and Water Pumps and Electrical Fittings to the floor level of the said Flat. | 5% | 41,66,550/- |
| At the time of Possession | 5% | 41,66,550/- |
| **Total Rupees Five Crores Seven Lakhs and Sixty Thousand Only** | **100%** | **8,33,31,000/-** |

All taxes including Goods and Service Tax (GST) or any other statutory taxes/levies/cess that may be imposed as applicable shall be paid by the Allottees(s)/Purchaser(s). It is expressly understood that the Total Consideration mentioned herein do not include any taxes/levies/cess.

**OTHER CHARGES PAYABLE PRIOR**

**TO HANDOVER OF POSSESSION OF PREMISES**

|  |  |  |
| --- | --- | --- |
| Sr. No. | Details | Amount(Rs.) |
| 1 | Legal Charges ( at the time of Execution Agreement ) | 50,000/- |
| 2 | Charges payable towards installation of utilities including electricity meter and water connection to building | 50,000/- |
| 3 | Society Formation/Reorganization Charges | 40,000/- |
| 3 | Advance deposit for the maintenance, management and upkeep of the building as also taxes and other outgoings for 24 Months @Rs.15/- to Rs. 20/-per sq. ft. per Month (excluding municipal property tax) (Depending on price Excavation & other multiple factors) | \_\_ |
| 4 | Contribution towardsSinking/Repair/Reserve/Surplus/CorpusFundfortheSociety@Rs.100/-perSq.Ft. |  |
| 5 | SharemoneyandEntrance/MembershipFeesoftheSociety(orasmaybeapplicable) | 600/- |
| 6 | Security Deposit(Refundable) ( to be informed at the time of Possession ) |  |
| **Total Rupees One Lakh Forty Thousand Six Hundred Only.** | **1,40,600/-** |

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

(“Meaning of the Terms and Expressions defined in this Agreement”)

|  |  |  |
| --- | --- | --- |
| Sr.No. | Terms and Expressions | Meaning and Description |
| 1. | Name, address and e-mail-id of the Promoter | **Name:** **MARRIOTT REALTORS PRIVATE LIMITED**Address: 31, SAKHAR BHAVAN, 3RD FLOOR, RAMNATH GOENKA MARG, 230, NARIMAN POINT, MUMBAI -400021E-mail:sheltonventure@gmail.com |
| 2. | Name, address and e-mail id of the Allottee/s | Name: 1. SHRI JAYESH THAKORBHAI DESAI2. SMT GOPA JAYESH DESAI3. SHRI JASH JAYESH DESAIAddress:Flat No. 402, 4th Floor, Raj Mohan CHS,Chitranjan Road, Vile Parle (East),Mumbai – 400 057E-mail: desaijayesht@gmail.com |
| 3. | Wing | NA |
| 4. | Real Estate Project | **“SHELTON ELITE”** |
|  | (a) | RERA Certificate | Certificate bearing No. P51800046724 dated 01-09-2022 and amended Certificate dated 22.04.2024 |
|  | (b) | Floor Composition of Building/s |  **7 Basements+ground + upper 17Floors** |
|  | (c) | FSI Consumption | **7103.33sq.mts**. including all kind of FSI and also TDR. Balance FSI of **1149.29** **sq. mts**.(on account of the height getting sanctioned by the aviation department of Airport Authority of India Ltd. in future) |
| 5. | Note:- Refer to other relevant permissions/sanctions obtained |  |
| 6. | Intimation of Disapproval (IOD) OrIntimation of Approval (IOA) OrAny other applicable permission |  IOA dated 30-11-2019 bearing reference no. EE/BP Cell/GM/MHADA-104/421/2019,Intimation to Amended IOA dated 12-01-2022 bearing reference no. EE/BP Cell/GM/MHADA-104/421/2022 andAmended IOA dated 19/10/2023 bearing reference no. MH/EE/(B.P.)/GM/MHADA-104/421/2023 |
| 7. | CC (Commencement Certificate) | CC dated 25-05-2021 bearing reference no. MH/EE/(BP)/GM/MHADA-104/421/CC/1/New, Further Commencement Certificate dated 14-02-2024 bearing reference no. MH/EE/(BP)/GM/MHADA-104/421/2024/FCC/1/New, and C.C. Revalidation dated 12th June, 2024 bearing reference no. MH/EE/(BP)/GM/MHADA-104/421/2024/CCR/5. |
| 8. | The said Premises(agreed to be allotted to the Allottee) | As described in the Second Schedule above referred to |
| 9. | Sale Consideration for the said Premises(excluding government taxes, levies, Passover expenses etc.) | As described in the Third Schedule above referred to  |
| 10. | Parking Space/s | As described in the Second Schedule above referred to |
| 11. | Price for Parking Space | Included in the Sale Consideration for the said Premises |
| 12. | Possession Date |  **31.03.2026** On Receipt of Occupation Certificate |
| 13. | Project Bank Account | **Name: MARRIOTT REALTORS PRIVATE LIMITED –RERA DESIGNATED COLLECTION** **ACCOUNT FOR SHELTON ELITE****Account No. 253008202404****IFSC –INDB0000006****Bank: INDUSIND BANK LTD GROUND FLOOR, ATLANTA BUILDING, NARIMAN POINT, MUMBAI - 400021** |
| 14. | Mortgagee Bank/Financial Institution (if any) |  |
| 15. | PAN | (a) | Promoter: AAGCM0619Q |
| (b) | Allottee : AAAPD8475C ADZPD1051E AOXPD5922M |

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

**SIGNED, SEALED AND DELIVERED**

by the withinnamed “The Promoter” )

MARRIOTT REALTORS PRIVATE LIMITED)

Through Authorized Signatory Bhavesh Mehta )

Appointed vide Resolution dated 17-10-2024 passed)

in the Minutes of the Meeting of the Board of )

Directors, held on 17.10.2024 )

|  |  |  |
| --- | --- | --- |
| Photo | Signature | Left Hand Thumb Impression |

In the presence of )

1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

**SIGNED SEALED AND DELIVERED)**

**by the within named Purchaser/Allottees)**

1. **SHRI JAYSH THAKORBHAI DESAI**

|  |  |  |
| --- | --- | --- |
| Photo | Signature | Left Hand Thumb Impression |

1. **SMT GOPA JAYESH DESAI**

|  |  |  |
| --- | --- | --- |
| Photo | Signature | Left Hand Thumb Impression |

1. **SHRI JASH JAYESH DESAI**

|  |  |  |
| --- | --- | --- |
| Photo | Signature | Left Hand Thumb Impression |

In the presence of )

1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

# RECEIPT

**RECEIVED WITH THANKS** from the within named Purchaser(s) a sum of **Rs. 83,33,100/- (Rupees Eighty Three Lakhs Thirty Three Thousand One Hundred Only)** towards Part Consideration(EMD) out of which the sum of **Rs. 82,49,769/- (Rupees Eighty Two Lakhs Forty Nine Thousand Seven Hundred and Sixty Nine Only)** has been paid to us and the remaining sum of **83,331/- (Rupees Eighty Three Thousand Three Hundred and Thirty One Only)** has been deducted towards TDS (tax deducted at source) from and out of the Total Consideration payable by the Purchaser(s) in respect of the said Premises, before execution of this Agreement as per the details below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr.****No.** | **Date** | **UTR No./****Cheque No.** | **Amount (Rs.)** | **Bank and Branch** |
| 1. | **15-01-2025** | **HDFCH00007795264** | **28,87,419/-** | **HDFC BANK, MUMBAI** |
| 2. | **15-01-2025** | **HDFCH00008064505** | **18,00,000/-** | **HDFC BANK,MUMBAI** |
| 3. | **16-01-2025** | **HDFCH00008831858** | **10,87,419/-** | **HDFC BANK, MUMBAI** |
| 4. | **16-01-2025** | **HDFCH00008064505** | **24,74,931/-** | **HDFC BANK, MUMBAI** |
|  |  | **TOTAL** | **82,49,769/-** |  |

We say received,

For MARRIOTT REALTORS PRIVATE LIMITED

**DIRECTOR**

MARRIOTT REALTORS PRIVATE LIMITED, ………… THE PROMOTER

**AND**

1. **SHRI JAYESH THAKORBHAI DESAI**
2. **SMT. GOPA JAYESH DESAI**
3. **SHRI JASH JAYESH DESAI**

**…………..THE ALLOTTEES/S**

**AGREEMENT FOR SALE**

**Dated this day of January, 2025**

**In Respect of Flat No. 1203 on the 12th  floor alongwith 3 (Three) Car parking space/s (No Fixed Slot) on in basement car parking system and on in tower car parking system in the project known as “SHELTON ELITE”, at 12th Gulmohar Cross Road No. 12, JVPD, Vile Parle(W), Mumbai -400049.**