

AGREEMENT TO SELL

This Agreement made and entered into at Navi Mumbai on this ____ day of ____, 2021 by and between **M/s. PRAJAPATI DEVELOPERS, (PAN No. AAHFP6426G)**, a Partnership Firm duly registered under the provisions of Indian Partnership Act, 1932 through their Partner **MR. RAKESH R. PRAJAPATI**, having their office at : Prajapati House, 1st Floor, Plot No. 13B, Sector-19, Panvel-Matheran Road, New Panvel-410206, District-Raigad, hereinafter referred to as **"PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners for the time being of the said firm, its survivor/s and the heirs, executors and administrators of the last surviving partner) **OF ONE PART:**

AND

1) MR. _____, Indian Inhabitant, having his **(PAN No. _____)** **AND 2) MRS.** _____ Indian Inhabitant, having her **(PAN No. _____)**, residing at : _____, hereinafter referred to as the **"PURCHASER"** (which expression shall unless it be repugnant to the contexts of meaning thereof be deemed to mean and include *(in case of Individual/s)* his/her/their heirs, executors, administrators and assigns; *(in case of Partnership Firm)* 'the Partners for the time being of the said firm, the Survivors or Survivor of them and the heirs, executors administrators and assigns of last Surviving Partner *(in case of Body Corporate)* 'its successors and assigns' (and in case of Hindu Undivided Family) 'the coparceners of the HUF and their respective heirs, executors, administrators and assigns') of the **SECOND PART**

A. WHEREAS:

- I. One Mr. Percival Joseph Pereira was seized and possessed of or otherwise well and sufficiently entitled to the agricultural lands:
 - a) bearing Survey No. 24, 26, 27, 28 and 30/27 lying being and situate at Village – Panje, Taluka – Uran, District Raigad (hereinafter referred to as ‘Group –A-land’).
 - AND
 - b) bearing Survey No. 57, 69 and 70 lying being and situate at Village – Chanje, Taluka – Uran, District Raigad (hereinafter referred to as ‘Group-B-Land’).
- II. The group-A-Land and group-B-Land were acquired by the Government of Maharashtra under Land Acquisition Act for the public purpose of establishing a new town of New Bombay under Section – 113 of the Maharashtra Regional and Town Planning Act.
- III. That the Government of Maharashtra in consultation with the City and Industrial Development Corporation of Maharashtra Ltd. (CIDCO) promulgated a scheme for the rehabilitation of the persons who were affected by the acquisition of the land for the project of Navi Mumbai whereunder 12.5% of the land acquired from the land owner should be allotted to him under lease.

B. AND WHEREAS :

- I. By virtue of the said scheme of the Government of Maharashtra and CIDCO, Mr. Percival Joseph Pereira became entitled to (a) approximately 27100 sq. mtr of land against the acquisition of Group-A-Land and approximately 2900 sq. mtr land against the acquisition of Group-B-Land under 12.5% scheme.
- II. One M/s. U.S. Reality approached Mr. Percival Joseph Pereira to acquire his right, title and interest in respect of 27100 sq. mtr. of land that was to be allotted to him on lease by the CIDCO of Maharashtra Ltd. under the 12.5% scheme against the acquisition of Group-A-Land.
- III. Mr. Percival Joseph Pereira by oral Agreement agreed to sell, transfer and assign to U. S. Reality all his right, title and interest in respect of the land to be allotted to him against the acquisition of the said land.
- IV. U. S. Reality then collaborated with the Promoters for the acquisition of the said land jointly whereupon U. S. Reality and the Promoters entered into MOU dated the 26th April, 2006.

- V. The collaboration of U. S. Reality and the Promoters to acquire the plot of approximate 27100 Sq. Mtrs under the Memorandum of Understanding dated the 26th April, 2006 yielded the rights and obligations couched in various clauses thereof.
- VI. As contemplated by the concluding part of the Clause (2) of the MOU dated the 26th April, 2006 at the instance of U. S. Reality Mr. Percival Joseph Pereira by agreement dated the 15th May, 2006 agreed to assign and transfer to U. S. Reality and the Promoters jointly the piece and parcel of land admeasuring approximate 27100 sq. mtr. that he was entitled to against the acquisition of the Group-A-Land.
- VII. Pursuant to Agreement dated the 15th May, 2006 U. S. Reality and the Promoters paid to Mr. Percival Joseph Pereira the entire consideration as set out therein thereby completely performing their reciprocal promise under the said Agreement.
- VIII. The Promoters paid to U. S. Reality the entire amount as contemplated under Clause 2(a) and (c) of the Memorandum of Understanding dated the 26th April, 2006 thereby discharging in entirety their monetary obligation as contained in clause (2) of the Memorandum of Understanding dated the 26th April, 2006.
- IX. Thus the Promoters discharged their monetary obligations towards U. S. Reality under Clause (2) of the Memorandum of Understanding dated the 26th April, 2006 and U. S. Reality and the Promoters jointly and severally discharged their monetary obligations towards Mr. Percival Joseph Pereira.

C. AND WHEREAS:

- I. The Group-B-Land was also acquired for Navi Mumbai Project.
 - I (a). The entitlement of Mr. Percival Joseph Pereira for allotment against the acquisition of Group-B-Land under 12.5% scheme worked out to 3000 sq. mtr (1700 sq. mtr against Survey No. 69, 70 and 57 and 1300 sq. mtr against Survey No. 14/2).
 - I (b). By Agreement dated August, 2007 Mr. Percival J Pereira agreed to transfer and assign to M/s. US Roofs Ltd, the sister concern of US Reality, his right, title and interest in respect of approx. 3000 sq. mtr. of land that was to be allotted to him by CIDCO against the acquisition of Group-B-Land.

D. AND WHEREAS:

- I. Though the entitlement of Shri. Percival Joseph Pereira for allotment under 12.5% scheme against the Group-A-Land was 27100 sq. mtr. the CIDCO initially worked out 24200 sq. mtr for allotment against Group-A-Land whereas the entitlement against Survey No. 69 and 70 out of Group-B-Land was worked out to 1400 sq. mtr. by CIDCO.
- II. The CIDCO, accordingly, by its letter of intent dated the 27th March, 2007 agreed to allot a composite plot admeasuring 25300 sq. mtr. (instead of 25600 which by Letter of Intent dated the 13th October, 2008 came to be corrected) being Plot No. 46, Sector – 47, Dronagiri, Navi Mumbai against the acquisition of Group-A-Land and against Survey No. 69 and 70 out of Group-B-Land. Hereto annexed and marked as **Annexure - "A"** is the copy of the Letter of Intent dated 27th March, 2007.

E. AND WHEREAS:

- I. Under the Agreement dated the 15th May, 2006, US Reality and the Promoters jointly became entitled to 24200 sq. mtr. and M/s. US Roofs Ltd became entitled to 1400 sq. mtr under Agreement dated August, 2007 mentioned supra.
- II. Since under Memorandum of Understanding dated the 26th April, 2006 US Reality and the Promoters had agreed to sell the plot so allotted if the area was more than 7000 sq. mtr and appropriate the proceed thereof in the ratio of 50:50 after paying to US Reality the amount set out therein, they put the plot for sell in the open market.
 - II (a). The offer that they received from the open market was in the reason of Rs. 2500 per sq. mtr. due to the recession in the real estate market.
 - II (b). The parties hereto, therefore, decided to divide the plot equally and get the same transferred to each of them as the Promoters had already paid the entire consideration as contemplated under Clause(2) of the Memorandum of Understanding dated the 26th April, 2006 which worked out to the area of 12100 sq. mtr. coming to the share of the Promoters and US Reality each out of 24200 sq. mtr. plot allotted against Group-A-Land.

F. AND WHEREAS the CIDCO thereafter by their another letter of intent dated the 13th October, 2008 intimated to Shri. Percival Joseph Pereira that pursuant to the draw held on the 10th October, 2008, Plot No. 46, admeasuring 25600 sq. mtr lying, being and situate at Dronagiri was intended to be allotted to him on the terms and conditions set out therein.

G. AND WHEREAS:

- I. US Reality and the Promoters then decided to partition their joint interest in the plot of 24200 sq. mtr. and develop or deal with the same independently.
- II. The allotment of plot admeasuring 25600 sq. mtr vide letter of intent dated the 13th October, 2008 comprised of the entitlement against the acquisition of Survey No. 69 and 70 as well which exclusively belonged to M/s. US Roofs Ltd. the sister concern of US Reality.
- III. The allotment of 25600 sq. mtr comprised of (a) 24200 sq. mtr being the allotment against the Group-A-Land and (b) 1400 sq. mtr. being the allotment against Survey No. 69 and 70 out of Group-B-Land.
- IV. US Reality and the Promoters, therefore, each became entitled to 12099.30 sq. mtr out of 24200 sq. mtr and US Roofs Ltd became entitled to 1400 sq. mtr. as they had separately by Agreement dated the August, 2007 acquired the rights of Mr. Percival Joseph Pereira in respect of the plot allotted against the acquisition of Survey No. 69 and 70.
- V. M/s. US Roofs Ltd transferred their right in respect of 1400 sq. mtr to US Reality whereby US Reality became entitled to 13499.23 sq. mtr (12099.38 sq. mtr out of 24200 and 1400 sq. mtr against Survey No. 69 and 70).

H. AND WHEREAS:

- I. The parties, therefore, requested Mr. Percival J Pereira to apply to CIDCO to sub-divide the plot in a manner that one subdivided plot comprise of 12099.38 sq. mtr. to be transferred to the Promoters and another of 13499.23 sq. mtr to be transferred to US Reality.
- II. At the request of Shri. Percival Joseph Pereira, CIDCO divided the said plot into two parts one admeasuring 12099.38 and numbered it as Plot No. 46B and another of 13499.23 sq. mtr which retained its original plot No. 46 issued two separate letter of allotment both dated the 5th October, 2009 one for 12099.38 sq. mtr and another for 13499.23 sq. mtr. the copies whereof are annexed hereto and marked as **Annexure "B" and "B-1"**.

- III. CIDCO then executed Agreements to Lease in favour of Shri. Percival Joseph Pereira for Plot No. 46 and 46B, Sector – 47, Dronagiri, Navi Mumbai both dated the 19th November, 2009 which were duly registered with the Sub-Register of Assurances Uran at Sr. No. 1273/2009 and 1274/2009. Hereto annexed and marked as **Annexure - “C”** is the copy of Agreement To Lease dated the 19th November, 2009 executed for Plot No. 46-B.
- IV. On the execution of the Agreements to Lease both dated the 19th November, 2009 Mr. Percival Joseph Pereira delivered the Original Agreement to Lease for Plot No. 46 to US Reality and for Plot No. 46B to the Promoters and simultaneously put them in possession of their respective plots.

I. AND WHEREAS :

- I. The parties thereto then requested Shri. Percival Joseph Pereira to obtain the permission of CIDCO for the assignment of plot No. 46B, Sector - 47, Dronagiri admeasuring 12099.38 in favour of the Promoters and Plot No. 46, Sector - 47, Dronagiri admeasuring 13499.23 sq. mtr. in favour of US Reality.
- II. Accordingly Mr. Percival Joseph Pereira by his application in the prescribed form “A” applied to CIDCO for the transfer of Plot No. 46-B to the Promoters herein while simultaneously submitting declaration, consent, identity letter etc. in the prescribed form ‘B’, ‘C’, and ‘D’. Hereto annexed and marked **Annexures - “D”, “D-1”, “D-2”, and “D-3”** are the copies of the Application for Transfer in the prescribed form “A” as well as declarations, consent, identity letter etc. in the prescribed forms ‘B’, ‘C’, and ‘D’.
- III. CIDCO thereupon by their letter dated the 22nd February, 2010 required Mr. Percival Joseph Pereira to pay the transfer charges of 7,60,500/- (Rupees Seven Lac Sixty Thousand Five Hundred only) before they (the CIDCO) could grant the permission to transfer the said plot to the Promoters herein, a copy whereof is annexed hereto and marked **Annexure - “E”**.
- IV. The Promoters herein paid the transfer charges on behalf of Mr. Percival Joseph Pereira as required by CIDCO vide their letter dated the 22nd February, 2010 adverted to supra in the immediately preceding clause whereupon CIDCO issued receipt dated the 22nd February, 2010, a copy whereof is annexed hereto and marked **Annexure - “F”**.
- V. CIDCO, thereupon, issued the transfer order dated the 5th August, 2010 requiring Mr. Percival Joseph Pereira and the Promoters herein to attend their office to execute the Tripartite Agreement (again in the prescribed form), a copy whereof is annexed hereto and marked **Annexure - “G”**.

- VI. Thereupon CIDCO, Mr. Percival Joseph Pereira and the Promoters herein executed Tripartite Agreement dated the 12th May, 2010 and registered the same with the Sub-Registrar of Assurances, Panvel at Sr. No. 883/2010, a copy whereof is annexed hereto and marked **Annexure -“H”**.
- VII. Pursuant to the Tripartite Agreement dated the 12th May, 2010, the CIDCO finally issued the letter dated the 12th May, 2010 vesting on to the Promoters the said Plot No. 46-B admeasuring 12099.38 M² lying, being and situate at Sector – 47, Dronagiri, Navi Mumbai, more particularly described in the Schedule hereunder written. Hereto annexed and marked **Annexure - “I”** is the copy of the CIDCO’s letter dated the 12th May, 2010.
- VIII. Consequently, the Promoters herein became seized and possessed of and entitled to develop the said plot in compliance of the terms and conditions as set out in the Agreement to Lease dated the 19th November, 2009 and the Tripartite Agreement dated the 12th May, 2010.

J. AND WHEREAS:

- I. In exercise of power u/s. 45 of the MRTP Act, the CIDCO on the 31st December, 2013 passed the Assessment Order, issued Commencement Certificate and approved the plans for the development of the Agreement Plot, pursuant to the application of the Promoters u/s. 44 thereof. Hereto annexed and marked **Annexures - “J” and “K”** are the copies of the Assessment Order and Commencement Certificate both dated the 31st December, 2013.
- II. The Promoters thus propose to construct on the aforesaid plot, building complex to be known as “PRAJAPATI MAGNUM” comprising of five (05) wings (i.e. A, B, C, D, and E) having stilt on the ground floor and 19 (Nineteen) upper Floors, to be constructed in two phases, wings A, B and C shall be constructed in the first phase whereas wings ‘D’ and ‘E’ in the Second.
- III. The plans as sanctioned though shows the proposed swimming pool at particular location, due to technical expediency the location would change as shown in the proposed plan annexed hereto and marked **Annexure-“L”**. This would neither affect the location of any flat nor the building/wing.
- IV. The Promoters propose to construct the real estate project (First Phase) christened as “**PRAJAPATI MAGNUM**” on the said plot strictly as per, the building plans and specifications approved/sanctioned by the CIDCO with such modifications as may be directed/approved by the Planning Authority Government and/or any other Competent Authority.

- V. The Promoters have entered into Agreement dated 01/10/2013 with the Architect Mr. Soyuz Talib registered with the Council of Architects in the form so prescribed.
- VI. The Promoters have also appointed M/s. Structural Concept Design Pvt. Ltd, Structural Engineers, for the preparation of structural designs and drawings of the buildings.
- VII. The Promoters shall keep engaged the Architect and the Structural Engineer with the project who shall professionally supervise the same till the completion thereof.

K. AND WHEREAS:

- I. The Promoters have unequivocally divulged to the Purchaser that M/s. Bank of India have by their letter dated January 19, 2017 bearing Ref. No. TMCB:AAG:2016-17:158, sanctioned Credit facility to them (i.e. Promoters) pursuant where to they, the Promoters, have with the prior permission of CIDCO mortgaged the Project Land/unsold flats to them (Bank Of India) by the Deed of Simple Mortgage dated March 28, 2017 which fact the Purchaser/s has/have taken note of with concurrence.
- II. The Promoters had repaid the said entire loan amount to the said Bank of India and the Promoters have received from the said Bank of India, the No Dues Certificate, vide letters dated 2nd July, 2018. A copy of the said No Dues Certificate dated 2nd July, 2018 issued by Bank of India is already annexed hereto and marked as **Annexure "L1"**.
- III. Subsequent thereto, by a Deed of Release dated 27.04.2018 executed between the said Bank of India and the Promoters herein along with other Mortgagors/ Borrower, the said Bank of India has released in favour of the Promoters and the other Mortgagors/ Borrower the said plot along with the other properties as mentioned therein and upon such terms and conditions as mentioned in the said Deed. The said Deed of Release is registered with Sub Registrar of Assurances, Uran under Serial Number URAN-877-2018 dated 27.04.2018.
- IV. The Promoters have unequivocally divulged to the Purchaser that LIC Housing Finance Limited have by their letter dated 28th February, 2018, sanctioned Credit facility to them (i.e. Promoters) pursuant where to they, the Promoters have mortgaged the Project Land/unsold flats to them (LIC Housing Finance Limited) by the Deed of Simple Mortgage dated 10th October, 2018 which fact the Purchaser/s has/have taken note of with concurrence.

L. AND WHEREAS:

- I. AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **Maharashtra Real Estate Regulatory Authority - Mumbai** under the project registration number **P52000001121** for Phase-I and **P52000001425** for Phase-II. The copies of certificates are attached in **Annexure – “Q”**
- II. On demand from the Purchaser/s the Promoters have afforded him/her/them the inspection of all the documents of title adverted to supra relating to the project land as also that of the plans, design, specifications and proposed plans prepared by Architect Mr. Soyuz Talib including all such other and further documents mandated by the RERDA and the Rules and Regulations framed thereunder.
- III. The authenticated copy of the Title Certificate issued by **M/s. M. Tripathi & Co, Advocates** is annexed hereto and marked **Annexure -“M”**.

EXPLANATION: The tenure of the project land is lease-hold, the title whereof emanates from the CIDCO which is New Town, Development Authority constituted under S. 113 (3A) of the MRTP Act. The Government of Maharashtra having acquired the lands constituting the delineated territory of Navi Mumbai, a New Town so designated under the Provision of S. 113 of the MRTP Act vested the same upon the CIDCO as mandated by S. 113A thereof. The CIDCO then agreed to grant lease of the project land to Mr. Percival Joseph Pereira under 12.5% Scheme adverted to supra. Thereupon Mr. Percival Joseph Pereira by the Tripartite Agreement dated 12th May 2010, wherein the CIDCO as well was a party, transferred the land to the Promoters. The CIDCO, then, by their letter dated 12th May 2010 finally and conclusively vested the project land in the Promoters. Subject to the Promoters performing all the obligations under the Agreement To Lease and the Tripartite Agreement, they (the Promoters) shall be entitled to the lease of the project land which they can, then, convey as mandated by S. 17 of the RERDA to the Co-Op Society/Company promoted and registered by the Purchasers as mandated by S. 11 (4-e) thereof.

- IV. The authenticated copy of the plans and specifications of the flat/apartment agreed to be purchased by the Purchaser/s as sanctioned and approved by the Town Planning Authority is annexed hereto and marked as **Annexure “N”**.
- V. The Promoters have obtained all the requisite permissions/approvals from the Town Planning Authority (the CIDCO) as mandated by the **GDCR for Navi Mumbai, 1975** as amended from time to time and shall apply for the Occupancy Certificate in accordance with and in compliance of Reg. 9-2

thereof. The Town Planning Authority shall then grant the Occupancy Certificate as mandated by Reg – 11 of the GDCR. The Promoters, however, are in the process of submitting/have submitted the revised plans for obtaining the sanction of the same from the Planning Authority (CIDCO). The revised plan prepared by the Architect has been shown to the Purchaser who has consented to the same.

- VI. The Promoters have also obtained prior **Environment Clearance** dated 29th April, 2014 from the **State Environment Impact Authority (SEIAA)** as mandated by **EIA Notification - 2006**.
- VII. The Promoters have further obtained consent from **Maharashtra Pollution Control Board** dated 21st September, 2015 for establishing Building/Construction Project.
- VIII. The Promoters shall observe/comply/conform with the terms, conditions, stipulations and restrictions laid down by the authorities while granting approval/sanction/clearance/consent as adverted to supra during the development/building operations upon the project land and thereupon apply to the Planning Authority for the grant of Occupancy Certificate as mandated by Regulation - 9.2 of the GDCR.
- IX. The Promoters have accordingly commenced the building operations upon the project land.

M. AND WHEREAS:

- I. The Purchaser/s has/have requested the Promoters and the Promoters have agreed to sell (on the basis of carpet area only) to the Purchaser/s a **Flat bearing No. _____**, admeasuring **_____ Sq. Mtrs.** Carpet Area located in **_____ -Wing** on the **_____ Floor** thereof in the Project to be known as **“PRAJAPATI MAGNUM”** as shown in the typical floor plan annexed hereto and marked as **Annexure - “N”**, being constructed on the said plot.
- II. The carpet area mentioned in the immediately preceding clause means the net useable floor area of the apartment/flat including the area covered by the internal walls but excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
- III. The carpet area mentioned in the immediately preceding clause means the net useable floor area of the apartment/flat including the area covered by the internal walls but excluding the area covered by:

- (a) The enclosed balcony which is _____ **Sq. Mtrs.** for the exclusive use of the Purchaser.

Explanation: The enclosed balcony means the balcony that has been permitted to be enclosed as per the approved plan under Regulation 16.3(5)(d) of the GDCR for Navi Mumbai, 1975.

- (b) The Double Height Projected (Pocket) Terrace have been designed by the architect as per the prevailing policy of CIDCO, which admeasures _____ **Sq. Mtrs.** for the exclusive use of the Purchaser.
- (c) The flower-bed has been designed by the architect as per the policy of the Planning Authority which admeasures _____ **Sq. Mtrs.** for the exclusive use of the Purchaser.
- (d) The Cupboard area which admeasures _____ **Sq. Mtrs.** for the exclusive use of the Purchaser.
- (e) The external Walls.
- (f) The area under service shaft.
- (g) A Club-House integrated with gymnasium, swimming pool, amphitheater for the common use.

N.B.: It is unambiguously agreed and understood by the parties hereto that the Promoters have agreed to sell the flat on the basis of the carpet area alone and the consideration mentioned herein is only for the flat (on the basis of the carpet area). The items mentioned at Sr. No. (a) to (g) shall pass onto the purchaser free of cost alongwith the flat. The membership of the club house is also free of cost.

- IV. The Purchaser/s has/have agreed to pay **Rs. _____/- (Rupees _____ Only)** being the entire consideration of the said flat (on the basis of the carpet area alone) in accordance with the provisions of the RERDA and Rules and Regulations framed thereunder. The Purchaser paid **Rs. _____/- (Rupees _____ Only)** as advance (not exceeding 10% of the entire consideration) and the balance amount shall be paid strictly in accordance with the progress of the construction work as delineated in ***Schedule annexed hereto and marked Annexure – “O”***.

- V. The Promoters, therefore, in compliance of the mandate of S. 13 of the RERDA execute this Agreement evincing the terms and conditions mutually agreed upon by and between the parties hereto where under the Promoters have agreed to sell and the Purchaser/s has/have agreed to purchase the apartment (flat) and covered parking which are set out hereunder.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. **RECITAL CLAUSES ARE INTEGRAL TO THIS AGREEMENT:** The recitals supra are intended to be treated as the integral part of this agreement for all purposes including the interpretation of this document.
2. **CONSTRUCTION OF PHASE - I PROJECT:** The Promoters shall under normal conditions construct the building consisting of **Wings A, B, & C** consisting of ground and 19 upper floors (First Phase) on the piece and parcel of land bearing **Plot No. 46-B, admeasuring 12099.38 Sq. mtr , Sector - 47, Dronagiri, Taluka - Uran, District - Raigad, Navi Mumbai, Maharashtra, Pin Code - 400702** (the Project Plot), more particularly described in the Schedule hereunder written, in accordance with the plans and specifications approved and sanctioned by the CIDCO. The Promoters will be entitled to make such variations and modifications as the Promoters may consider necessary or desirable or as may be required by the Government, the CIDCO or any other Public Body or Authority to be made in them. The said plans and specifications have been kept at the office of the Promoters for inspection.

PROVIDED THAT except for such variations/additions/alterations/ modifications as might be required to be carried out as per the requisition of the Government/Authorities, others shall be carried out, if so required, with the consent of the Purchasers in accordance with the mandate of the RERDA and the Rules and Regulations framed thereunder.

3. **SALE OF APARTMENT:**
 - 3.1 The Promoters hereby agree to sell to the Purchaser/s (subject to the due and timely payment of the consideration and further subject to the due and proper performance and compliance of all the terms and conditions herein appearing by the Purchaser/s) and the Purchaser/s hereby agrees to purchase from the Promoters on the basis of carpet area¹ only being **Flat No. _____ admeasuring _____ Sq. Mtrs.** carpet area (hereinafter referred to as "the said flat") in **_____ -Wing** located on the **_____ Floor** of the Project to be known as **"PRAJAPATI MAGNUM"** being constructed on the said plot.

N.B. The Promoters have though agreed to sell and the Purchaser/s has/have agreed to purchase the said flat, the price whereof has been worked out only on the basis of the carpet area mentioned supra, the Promoters have in addition

proposed to construct following areas for the exclusive use of the Purchaser/s only, which are free from the calculation of F.S.I. as per the mandate of the Development Control Regulations without recovering any additional sum from the Purchaser/s:

- I. The enclosed balcony admeasuring _____ **Sq. Mtrs.** for the exclusive use of the Purchaser/s.

Explanation: The enclosed balcony means the balcony that has been permitted to be enclosed as per the approved plan under Regulation 16.3(5)(d) of the GDCR for Navi Mumbai, 1975.

- II. The Double Height Projected (Pocket) Terrace have been designed by the architect as per the prevailing policy of CIDCO admeasuring _____ **Sq. Mtrs.** for the exclusive use of the Purchaser/s.
- III. The flower-bed has been designed by the architect as per the policy of the Planning Authority admeasuring _____ **Sq. Mtrs.** for the exclusive use of the Purchaser/s.
- IV. The Cupboard area which admeasures _____ **Sq. Mtrs.** for the exclusive use of the Purchaser.
- V. Area under Service Shaft.
- VI. A Club-House integrated with gymnasium, swimming-pool, amphitheater for common use.

N.B.: It is unambiguously agreed and understood by the parties hereto that the Promoters have agreed to sell the flat on the basis of the carpet area alone and the consideration mentioned herein is only for the flat (on the basis of the carpet area). The items mentioned at Sr. No. (I) to (VI) shall pass onto the Purchaser/s free of cost alongwith the flat. The membership of the Club-House is also free of cost.

- 3.2** The Purchaser/s hereby agree/s that he does not require any Covered car parking space. The Purchaser/s also agree/s, declares, confirms and undertakes not to raise any request in future for the allotment of Covered Car Parking Space to the Promoters and the Purchaser/s shall not challenge or dispute the allotment of Covered Car Parking Space made by the Promoter/s to other Purchaser/s, in any manner whatsoever and all such allotments done by the Promoter shall be final, irrevocable and binding on the Purchaser/s and his legal heirs and representatives.

OR

The Purchaser/s hereby agree/s to purchase and the Promoters agree to sell the Stilt Parking No. _____ being constructed as per the layout for the consideration of **Rs. _____/- (Rupees _____ Only).**

4. **CONSIDERATION:**

- 4.1 In consideration of the Promoters agreeing to sell the said flat on the basis of the carpet area only, the Purchaser/s has/have agreed to pay to the Promoters, a lumpsum price of **Rs. _____/- (Rupees _____ Only).**
- 4.2 In consideration of the Promoters selling the Stilt Parking No. _____ the Purchaser/s shall pay to the Promoters **Rs. _____/- (Rupees _____ Only).**
- 4.3 The Purchaser shall pay to the Promoters the aggregate amount of **Rs. _____/- (Rupees _____ Only).** towards the consideration of the Apartment in accordance with the Schedule of Payment being Annexure - **“P”** hereto. The payment of the consideration STRICTLY as per the payment schedule is agreed and understood to be the essence of the contract for the payment of the installments as per the schedule is essential for the completion of the construction in the given time frame and the default may adversely affect the completion of project within the committed time frame. The Purchaser/s has been explained that any default in the payment as per the schedule might cause loss/delay to the entire project. The Purchaser/s has/have therefore agreed not to commit any default in the payment and scrupulously and tenaciously adhere to the schedule of payment.
- 4.4 The aggregate consideration of **Rs. _____/- (Rupees _____ Only)** mentioned supra is exclusive of the taxes, cesses, charges, penalties viz. GST and/or any other taxes, cesses, charges, penalties which might be levied/exacted in connection with carrying out of the development of the project and/or the building operations therein upto the date of the handing over the possession of the apartment/covered parking, which the Purchaser/s undertake/s to pay the Promoters apart from the aggregate consideration of the Apartment/Covered Parking.
- 4.5 The said total consideration excludes Taxes [consisting of tax paid or payable by the Promoters by way of GST or any other similar taxes which may be levied, in connection with the purchase of the said premises and construction of the Project payable by the Promoters] payable in accordance with the rules, regulations and notifications applicable at the

relevant time upto the date of handing over the possession of the said premises. The Input Rebate for GST is already passed on to the Purchasers for the said Project. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser(s) / Allottee(s) to the Promoters shall be increased/reduced based on such change / modification.

4.6 The Purchaser/s hereby agrees, declares and confirms with the Promoters that the Purchaser/shall comply with the mandate of S. 194-IA of the Income Tax Act, 1961 by deducting TDS, if applicable, and depositing the same with the concerned Authorities under Income Tax Department and the Purchaser/s shall file the necessary return of such TDS with the Income Tax Authorities within the stipulated period and shall also issue the TDS certificate to the Builder within the stipulated period. NOTWITHSTANDING anything contained herein, it is specifically agreed by the Purchaser/s that the Purchaser/s shall be entitled to get the credit of the TDS deducted by him / her / them only if the Promoters are entitled to get the credit from the Income Tax Department of such TDS amount paid by the Purchaser/s. In case if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Purchaser/s shall deduct the same as and when required under law and the conditions mentioned above in this Clause shall be applicable for the additional TDS so deducted.

4.7 The Total Price 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 Promoters undertake and agree that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

5. **INSPECTION OF DOCUMENTS BY THE PURCHASER/S:** The Purchaser/s has/have prior to the execution of this Agreement, perused all the documents constituting title deeds, approved plans, commencement certificate, development permission and satisfied himself/themselves/herself about the title of the Promoters to the said flat and no requisition or objection shall be raised upon the Promoters in any matter relating thereto. A copy of the Certificate of Title issued by M/s. M. TRIPATHI & Co, Advocate, being

Annexure “M” hereto. The Purchaser/s has independently of the said certificate made inquiries concerning the title of the Promoters to the said property and the Purchaser/s has/have accepted the same and he/she/they shall not be entitled to raise or administer any requisition or objection in respect of the property or the Promoters title thereto.

6. **CONFIRMATION OF THE CARPET AREA:** The Promoters shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Purchaser/s within 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. If there is any increase in the carpet area allotted to Purchaser/s, the Promoters shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
7. **AUTHORISATION TO THE PROMOTERS TO ADJUST PAYMENTS TOWARDS DUES:** The Purchaser/s authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in its sole discretion deem fit and the Purchaser/s undertake/s not to object/demand/direct the Promoters to adjust his payments in any manner.
8. **OBSERVATION OF THE TERMS/CONDITIONS OF THE DEVELOPMENT PERMISSIONS BY THE PROMOTERS:** The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
9. **TIME BEING ESSENCE:** Time is essence for the Promoters as well as the Purchaser/s. The Promoters shall abide by the time schedule for completing the project and handing over the apartment to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations

under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 1 (c) herein above. ("Payment Plan").

10. **FLOOR SPACE INDEX:** The Promoters hereby declare that the Floor Space Index available as on date in respect of the project land is 1.5 which yields total BUA of 18149.070 square meters as is reflected from the area calculations shown on the sanctioned plans worked out for the time being in force. The Promoters shall be entitled to the increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters have disclosed the Floor Space Index of 1.5 as proposed to be utilized by them on the project land based on the GDCR for the time being in force. The Purchaser/s has/have agreed to purchase the said Apartment in the project being carried out as per the FSI Rules in force as of date and any increase in the FSI shall exclusively belong to the Promoters only.
11. **INTEREST PAYABLE ON DELAY:** If the Promoters fail to abide by the time schedule for completing the project and handing over the apartment to the Purchaser/s, the Promoters agree to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoters.
12. **TERMINATION OF THE AGREEMENT PURSUANT TO THE DEFAULT BY THE PURCHASER:** Without prejudice to the right of Promoters to claim damages and charge interest in terms of sub Cl. 11 above, on the Purchaser/s committing breach of any terms and conditions hereof or default in payment on due date of any amount due and payable by the Purchaser/s to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing any defaults in payment of installments, the Promoters shall at their own option, may terminate this Agreement:

Provided that, Promoters shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and/or email at the e-mail address provided by the Purchaser/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fail/s to rectify the breach or breaches mentioned by the Promoters

within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided that upon the termination of the Agreement the Promoters shall be entitled to forfeit 15% of the total consideration as liquidated damages.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser/s to the Promoters.

13. **FIXTURES & FITTINGS:** The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like 2 lifts in each wing to be provided by the Promoters in the said building and the Apartment as are set out in the Schedule annexed hereto and marked **Annexure "P"**.
14. **TIMELINE FOR DELIVERING POSSESSION:** The Promoters shall deliver possession of the Apartment to the Purchaser/s on or before **30th June 2022**. The utility and use of Swimming pool, other common area including Garden and other facilities shall be made available to the allottee only after handing over the possession of common areas including swimming pool, garden etc to the Apex Body after receipt of Occupancy Certificate for Phase 1 and Phase 2 mentioned herein above which are proposed to be registered as separate project under RERDA Act, 2016. If the Promoters fail or neglect to give possession of the Apartment to the Purchaser/s on account of reasons beyond their or their agent's control by the aforesaid date, the Promoters shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the Cl. 11 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to the extension of time for delivering the possession of Apartment, if the completion of building in which the Apartment is to be situated is delayed on account of –

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority.
- (iii) any order/decreed of the Court.

14.1 **Procedure for taking possession** - The Promoters, upon obtaining the occupancy certificate from the competent authority and after receipt of all the payments to be made by the Purchaser/s as per the agreement shall offer in writing the possession of the apartment to the Purchaser/s in terms of this Agreement within once months of receipt of Occupancy Certificate. The Promoters agree and undertake to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoters or association of Purchaser/s, as the case may be. The Purchaser agrees to take possession of his apartment / flat within 15 days of receipt of intimation from the promoter that flat / apartment is ready for occupation and possession.

14.2 **Failure of Purchaser/s to take Possession of the Apartment:** Upon receiving a written intimation from the Promoters as per Clause 14.1, the Purchaser/s shall take possession of the apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the apartment to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in Clause 14.1 such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

In case if the Purchaser/s fail/s to take possession of the said premises within the stipulated period after paying all the balance dues to the Promoters, then the purchaser/s shall be liable to pay demurrage/mutually agreed cost aggregating to **Rs. _____/- (Rupees _____) per month being _____ BHK.** Further, the Promoters shall not be liable or responsible to rectify or repair any damage, defect that may have been caused to the said premises from the date of the Promoters offering the possession of the said premises.

14.3 On obtaining the Part Occupancy Certificate from the concerned authority, the Promoters shall be entitled to hand over possession of the said premises to the Purchaser/s even though permanent electricity and water connections are not connected by the concerned authorities. The Promoters shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Board causing delay in sanctioning and supplying electricity or due to the CIDCO Ltd./Local authority concerned, causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the Premises. On the Promoters offering possession of the said premises to the Purchaser/s, the Purchaser/s shall be liable

to bear and pay their proportionate share in the consumption of electricity and water. The Purchaser/s shall pay to the Promoters, within fifteen days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building in which the said premises is situate. The Purchaser/s / Allottee/s herein further agree/s, declare/s and undertake/s to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by CIDCO Ltd. or the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Purchaser(s)/Allottee(s) for any purposes other than for purpose for which it is sold.

- 14.4 The podium alongwith amenities thereon .i.e. swimming pool, amphitheatre, multipurpose Court, etc. will be provided by the promoter/s at the completion of E-wing or the entire project. Also the gymnasium, indoor games room will also be provided at the completion of the E wing or the entire project.

15. DEFECT WARRANTY:

- 15.1 If within a period of five years from the date on which the Promoters convey the land and building to the Society/Company, the Purchaser/s brings to the notice of the Promoters any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

- 15.2 The aforesaid warranty given by the Promoter is applicable only if after occupying the apartment the allottee shall maintain the apartment in the same condition as it was handed over to him by the promoter. In case the allottee makes any changes of whatsoever nature including shifting of the walls, doors, windows and their grills, bedrooms, kitchen, bathrooms, balconies, terrace, enclosing balconies, flower bed, extending rooms, changing floorings, plumbing systems, electrical wiring, sanitary systems and fittings, fixing falls ceiling or doing any work affecting and damaging the columns and/or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the

competent authority and/or society or association/company. Further, cases including where the allottee (i) installs air-conditioners on the external walls haphazardly which may destabilize the structure, (ii) allottee and/or its tenants load heavy luggage in the lift, (iii) damage any portion of the neighbor's Apartment, or common area by drilling or hammering etc. and (iv) does not follow the conditions mentioned in the maintenance manual, the allottee shall not be entitled to invoke the aforesaid warranty given by the promoter.

16. **USE OF THE APARTMENT:** The Purchaser/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the Covered Parking only for purpose of keeping or parking vehicle.
17. **FORMATION OF THE JURISTIC BODY AND CONVEYANCE OF THE LAND:** The Purchaser/s along with other Purchaser/s of Apartments in the building shall join in formation and registration the Society or Association or a Limited Company for each wing of the building to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the common organization of Purchaser/s. No objection shall be taken by the Purchaser/s if any; changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
 - 17.1 The Promoters shall, within three months of the grant of the Occupancy Certificate cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoters in the relevant wings of the Building in which the said Apartment is situated.
 - 17.2 The Promoters shall make application for the registration of the Federation/Holding Company within three months from the date of the receipt of Occupancy Certificate of the last wing to be constructed in the 2nd Phase mentioned hereinabove. The Promoters shall co-operate in the formation/registration of the Federation/Holding Company and bear the cost/charges thereof.

- 17.3 The Promoters shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoters in the project land on which the building with multiple wings or buildings are constructed.
- 17.4 Within 15 days after notice in writing is given by the Promoters to the Purchaser/s that the Apartment is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser/s share is so determined the Purchaser/s shall pay to the Promoters provisional annual contribution of **Rs. _____/- (Rupees _____ Only)** per annum towards the outgoings. The amounts so paid by the Purchaser/s to the Promoters shall not carry any Interest and remain with the Promoters until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.
- 17.5 The purchaser/s shall also pay **Rs. _____/- (Rupees _____ Only) being _____ BHK** apartment towards the cost of the Conveyance of the property. The amount shall be deposited in a different account which will be maintained for the purpose of the Cost of Conveyance and will be paid to the concerned authorities and the balance amount (if any) shall be refunded to the Purchaser/s proportionately.

18. **DEPOSITES:** The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts :-
- (i) Rs. -Nil- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) Rs. -Nil- for formation and registration of the Society or Limited Company/Federation/Apex body.
 - (iii) Rs. -Nil- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
 - (iv) **Rs. _____/- (Rupees _____ Only)** towards provisional annual contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - (v) Rs. -Nil- For Deposit towards Water, Electric, and other utility and services connection charges &
 - (vi) Rs. -Nil- for deposits of electrical receiving and Sub Station provided in Layout.
 - (vii) **Rs. _____/- (Rupees _____ Only)** being amount for bearing the cost of Conveyance of the property.
19. **LEGAL COST/CHARGES:** The Purchaser/s shall pay to the Promoters a sum of Rs. -Nil- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
20. **STAMP DUTY & REGISTRATION CHARGES OF CONVEYANCE:** At the time of registration of conveyance of the structure of the building or wing of the building, the Purchaser/s shall pay to the Promoters, the Purchaser/s' 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 /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser/s shall pay to the Promoters, the Purchaser/s' share of stamp duty and registration charges payable, by the said Apex Body or Federation 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 Apex Body or Federation.

21. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

The Promoters hereby represent and warrant to the Purchaser/s as follows:

- i. The Promoters have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. 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;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- vii. The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said apartment which will, in any manner, affect the rights of Purchaser/s under this Agreement;

- viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said apartment to the Purchaser/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/s;
- x. The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.
- xii. The Promoters shall be entitled to put up their hoardings/Neon sign on tender/parapet wall displaying their logo/trade mark making the project having been developed by them for which the purchaser/s has given unconditional consent. The Society/ Company/Federation/Holding Company not demand any charges for the same from the Promoters except the actual electric consumption cost.

22. **PURCHASER'S COVENANTS:** The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoters as follows :-

- i. To maintain the Apartment at the Purchaser/s own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment 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 building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 building in which the Apartment 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 Apartment without the prior written permission of the Promoters and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser/s for any purposes other than for purpose for which it is sold.
- ix. The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up.
- x. The Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Purchaser/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Purchaser/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- xiii. The Purchaser/s shall in addition to the consideration of the apartment set out in Cl. 4 supra, pay the proportionate share of VAT/Service tax/GST and/or any other charges, cesses, taxes demands made/raised by the Government, CIDCO and/or any other authorities.

23. **SEPARATE BANK ACCOUNTS FOR ADVANCE & DEPOSITES:**

- i. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- ii. The payment of all the above installments will be accepted by Cheque/Demand Draft/Pay Order/NEFT/RTGS only and as per the Payment Schedule annexed hereto. The Cheque/s or Demand Draft or Pay Order should be drawn in favour of **“PRAJAPATI DEVELOPERS A, B & C WING COLLECTION A/C”, Account No. 004420110000791, with Bank of India, Branch Address - Plot No. 34, Sector No. 24, Turbhe, Navi Mumbai - 400705, BKID0000044 - IFSC CODE** and shall be sent to office of Promoters at Prajapati House, 1st Floor, Plot No. 13B, Sector No. 19, Panvel - Matheran Road, New Panvel - 410206, either by hand delivery or by Registered A/D or by Courier (Acknowledgement Due in all types of deliveries). In case if the Purchaser/s has/have made the payment by NEFT or by RTGS, then immediately upon the Purchaser/s making such payment to the Promoter's designated account, the Purchaser/s shall intimate to the Promoters the UTR Number, bank details and such other details as shall be required by the Promoters to identify and acknowledge the receipt of the payment by the Promoters. In case the Promoters desire to receive further payments of balance installments favouring certain other Bank Account of the Promoters, then and in that event, the Promoters shall specifically mention the new Bank Account in the Installment Demand Letter that shall be addressed to the Purchaser/s. Thereafter, the Purchaser/s shall himself/herself/themselves or cause his/her/their financial

institution to draw the Cheque/s or Demand Draft or Pay Order favouring the said new Bank Account.

24. **NOT A DEMISE:** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
25. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:** Except the mortgage already created as set out in the title certificate and as stated supra, after the Promoters execute this Agreement they shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such apartment.
26. **BINDING EFFECT:** Forwarding this Agreement to the Purchaser/s by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser/s until, firstly, the Purchaser/s 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 Purchaser/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Purchaser/s fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.
27. **ENTIRE AGREEMENT:** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if

any, between the Parties in regard to the said apartment, as the case may be.

28. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.
29. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S / SUBSEQUENT PURCHASER/S:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the apartment, in case of a transfer, as the said obligations go along with the apartment for all intents and purposes.
30. **SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
31. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other Purchaser/s in Project, the same shall be in proportion to the carpet area of the apartment to the total carpet area of all the apartments in the Project.
32. **FURTHER ASSURANCES:** 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.
33. **PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory and the Purchaser/s at the Promoters' Office at Prajapati House, 1st Floor, Plot No. 13B, Sector-19, Panvel-Matheran Road, New Panvel-410206, District-Raigad and after the Agreement is duly executed by the parties hereto the same shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at New Panvel-410206, District-Raigad.

34. **PRESENTATION OF THIS AGREEMENT & CONVEYANCE FOR REGISTRATION:** The Purchaser/s and/or Promoters 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 and the Promoters will attend such office and admit execution thereof.

35. **NOTICES:** That all notices to be served on the Purchaser/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Promoters by Registered Post A.D and / or notified Email ID at their respective addresses specified below:

(Name of Purchaser/s): **1) MR.** _____
2) MRS. _____

(Purchaser/s' Address): _____

Notified Email ID: _____

(Promoters name) : **M/s. PRAJAPATI DEVELOPERS**

(Promoters Address) : Prajapati House, 1st Floor, Plot No. 13B,
 Sector-19, Panvel-Matheran Road, New
 Panvel-410206, District-Raigad.

Notified Email ID: info@prajapatigroup.com

36. **INTIMATION OF CHANGE OF ADDRESS:** It shall be the duty of the Purchaser/s and the Promoters to inform each other of any change in address mentioned hereinabove, change in notified email id, subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address, email id shall be deemed to have been received by the Promoters or the Purchaser/s, as the case may be.

37. **JOINT PURCHASER/S:** That in case there are Joint Purchaser/s all communications shall be sent by the Promoters to the Purchaser/s whose name appears first and at the address, email id given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

38. **STAMP DUTY AND REGISTRATION CHARGES:** The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/s.
39. **DISPUTE RESOLUTION:** Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred firstly to Conciliation by MAHARERA & then to the Authority as per the provisions of the mandate of the RERDA and the Rules and Regulations, thereunder.
40. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

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

FIRST SCHEDULE ABOVE REFERRED TO

The piece or parcel of land known as Plot No. 46B, Sector – 47 in Village / Site Dronagiri of 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme containing measurement 12099.38 Sq. Mtrs. or thereabout and bounded as follows that is to say

On or towards the East by	-	Plot No. 46
On or towards the North by	-	Plot No. 41
On or towards the South by	-	15 Mtrs. wide Road
On or towards the West by	-	Plot No. 37 to 40

SECOND SCHEDULE ABOVE REFERRED TO

Here set out the nature, extent and description of common areas and facilities (List of Amenities - Annexure 'P' attached herewith)

SIGNED AND DELIVERED BY THE WITHIN NAMED
Purchaser

1) MR. _____

2) MRS. _____

In the presence of WITNESSES:

1.

2.

SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoters **M/s. PRAJAPATI DEVELOPERS**
Through its Partner
Mr. RAKESH R. PRAJAPATI

In the presence of WITNESSES:

1.

2.

R E C E I P T

RECEIVED OF AND FROM THE PURCHASER/S Within named
1) MR. _____ **and 2) MRS.** _____,
Vide Cheque No. _____, drawn _____ Bank _____ Branch
on the day _____ hereinabove written the **sum of Rs.**
_____/ - **(Rupees** _____ **Only)** being the
earnest money deposit to be paid by him/her/them to us as within
mentioned.

WE SAY RECEIVED
For M/s. PRAJAPATI DEVELOPER

(Through its Partner
Mr. RAKESH R. PRAJAPATI)