

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and executed at Mumbai on this _____ day of _____, Two Thousand and Twenty _____ (20____)

BETWEEN

SHIVOHAM INFRAHOMES LLP, a Limited Liability Partnership firm, registered under the provisions of the Limited Liability Partnership Act, 2008 and having its office at Office No.109, Laxmi Chhaya CHSL, Babhai Naka, L.T. Road, Borivali West, Mumbai – 400092, hereinafter referred to as “**THE PROMOTERS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

_____ [of Mumbai, Indian inhabitant,
residing at _____] / [a partnership firm
duly registered under the provisions of the Indian Partnership Act, 1932 and
having its principal place of business at _____] / [a company

registered under the provisions of the Companies Act, 2013 and having its registered office at _____] / [a limited liability partnership registered under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at _____], hereinafter referred to as **“THE ALLOTEE(S)/PURCHASER(S)”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual, the heirs, executors and administrators and the permitted assigns of the individual / in case of a partnership firm, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and his/her/their assigns / in case of a company its successors and permitted assigns / in case of a limited liability partnership its successors, and permitted assigns) of the **OTHER PART;**

WHEREAS:

- A. Prior to the year 1979, (i) Mrs. Vijaya Dattatray Lotlikar, (ii) Dattatraya Vithal Sawant and (iii) Mrs. Vidya Ganesh Lotlikar (**“Vijaya & Ors.”**), (who were partners to “M/s. Shilpayan”) were owners of a Plot of Land bearing Survey No.6 & Hissa No.4 corresponding to C.T.S. No.31-A/2 admeasuring to 1352.02 Sq. Mtrs. or thereabouts lying, being and situate at Eksar Road of Village Eksar Taluka -Borivali, Mumbai Suburban District, within the registration District of Mumbai Suburban (**“the said Original Land”**).
- B. By and under an Agreement for Sale dated 11 October 1979 made between the aforesaid Vijaya & Ors. therein referred to as the Vendors of the One Part, and one Vasant Krishnarao Mulay therein referred to as the Purchaser of the Other Part, the Vendors therein agreed to sell unto the Purchasers therein, the said Original Land, at or for the consideration and upon the terms and conditions therein contained.
- C. The aforesaid Vasant Krishnarao Mulay being the Chief Promoter along with few others had formed the Cooperative Housing Society known as **“BORIVALI RAAJHAUNS CO-OPERATIVE HOUSING SOCIETY LIMITED”** which is registered under the Maharashtra Cooperative Society Act, 1960 under No.REG NO.BOM/HSG/5989/1980 (**“the Society”**).

- D. By and under an Indenture dated 1 August 1980 (“**the said Indenture**”) made between Vijaya & Ors. therein referred to as the Vendors of the First Part; Vasant Krishnarao Mulay therein referred to as the Confirming Party of the Second Part; and the Society therein referred to as the Purchasers of the Third Part, and registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/1743 of 1980, the Vendors therein sold, transferred, assigned and conveyed and the Confirming Party confirmed unto the Purchasers the said Original Land (the said Original Land admeasuring 1352.02 Sq. Mts. is reduced to a land admeasuring to 1182.40 Sq. Meters after deducting set back of 169.62sq. meters at the time of execution of the said Indenture), at or for the consideration and in the manner therein contained.
- E. In or around the Net Plot of Land as on today is 1006.30 sq. meters after a second set back of 176.10 sq. meters. Hereinafter the land admeasuring to 1006.30 Sq. Meters (after deducting set-backs of 169.62 sq. meters and 176.10 sq. meters from Original Land of 1352.02 sq. meters) is referred to as “**the said Land**”.
- F. In the circumstances aforementioned, the Society became the Owners of and seized and possessed of and well sufficiently entitled to the said Land.
- G. The Society applied for and obtained permission / sanction of the concerned authority i.e. MCGM under reference No. CE/2070/BS(WS)AP for the purpose of development / construction of the building on the said Land and also obtained Commencement Certificate, Building Completion Certificate from the MCGM in that respect. Thereafter, the Society and constructed building consisting of various flats, as per the sanctioned plans for development on the said Land, to be allotted/sold to its members or prospective flat purchasers on ownership basis. The Society constructed a building known as “Borivali Raajhauns” consisting of one Residential Building of Ground Plus Six (6) Upper Floors (“**the said Building**”) comprising of Twenty-Eight (28) Residential Flats.
- H. Hereinafter the said Land and the said Building are collectively referred to as “**the said Property**”.
- I. The Society is in absolute, exclusive and lawful possession, use, occupation and enjoyment of the said Building standing on the Plot of

Land admeasuring 1006.30 Sq. mtrs. The area of the said Property admeasures in aggregate 1006.30 Sq. Meters as per the Property Register Card and as admeasures 1352.02 Sq. Meters as per the documents of title.

- J. By and under a Development Agreement dated 12 February 2021 (“**the said Development Agreement**”) made between the Society therein referred to as the Society of the First Part, M/s. Shivoham Infrahomes LLP (the Promoters herein) therein referred to as the Developers of the Second Part, and Mrs. Umangi Sunil Pabari & Others therein referred to as the Confirming Parties/Members of the Society of the Third Part, registered with the Office of the Sub-Registrar of Assurances at Borivali under Serial No. BRL-5/2590 of 2021, the Society granted unto the Promoters, development rights in respect of the said Property and the members of the Society confirmed the aforesaid grant, at or for the consideration and upon the terms and conditions therein contained.
- K. In furtherance of the said Development Agreement, the Society has also executed a Power of Attorney (“**POA**”) dated 12 February 2021, in favour of (i) Mr. Tejraj D. Jain, (ii) Mr. Rahul T. Jain Partners of M/s.Shivham Infrahomes LLP (the Promoter) to do various things, deeds and acts of the said Property, in the manner therein contained. The aforesaid Power of Attorney is registered with the office of the Sub-Registrar of Assurances at Borivali under serial No. BRL-5/2591 of 2021.
- L. Pursuant to the Development Agreement and POA, the Promoters herein are entitled to Free Sale Flats (after providing area to the Society Members) in constructed area of the proposed new building to be constructed on the said Property and are entitled to deal with and dispose of the same and enter into the Agreements for Sale with the prospective purchasers for sale of the aforesaid constructed area and to receive the consideration in their names.
- M. The MCGM has granted Intimation of Disapproval (“**IOD**”) bearing reference No. P-5152/2020/(31A/2)/R/C Ward/ EKSAR-S/ IOD/1/ New dated 27.05.2021 in respect of said Property. MCGM has issued a Commencement Certificate (“**CC**”) dated _____ bearing Ref. No. _____ for construction of the proposed _____ building consisting of _____ Wings/Buildings of the proposed building

to be constructed on the said Property. Annexed hereto as **Annexures** “___” and “___” are copies of the IOD and CC.

- N. The Promoters have proposed to construct on the said Property ___ building having ___ Wings _____, wherein Wing ___ shall consists of Ground Plus _____ upper floors and Wing ___ shall consists of Ground Plus _____ upper floors.
- O. The Promoters have appointed _____ registered with the Counsel of Architects as Architect and the said agreement/writing is as per the Agreement prescribed by the Counsel of Architects. The Promoters have also appointed _____ as R.C.C. Consultant for the preparation of structural designs and drawings and the Promoters have accepted and approved the supervision of the said Architect and Structural Engineer till the completion of the said building unless otherwise agreed upon by the said Architect and/or the Structural Engineer.
- P. The Promoters have given inspection to the Allottee/s of all the documents of title relating to the said Property and the plans, designs and specifications prepared by the Promoter’s Architects _____, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as “**the said Act**”) and the Rules and Regulations made thereunder.
- Q. M/s. ASD Associates, Advocates & Solicitors has issued Title Report dated _____ and Supplemental Title Report dated _____ in respect of the said Property. The copy of the said Title Report, the Supplemental Title Report and the copies of the plans, specifications, Property Records and other documents showing the nature of the title of the said property are hereto annexed hereto and marked as **Annexures** “_____ & _____” respectively.
- R. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure” ___**”. The authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure “___**”. The Promoters have got some of the approvals from the concerned local

authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupancy Certificate of the said Building.

- S. The concerned local authority and/or Government has while sanctioning the said plans laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while development of the said Property i.e. project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- T. The Allottee has applied to the Promoters for allotment of Flat No. _____ of Wing _____ on _____ floor, admeasuring _____ sq. ft. (hereinafter referred to as **"the said Flat"**) Carpet Area of the proposed building known as "_____ " (hereinafter referred to as **"the said Building"**), along with the Car Parking Space bearing No. _____ on the _____ (hereinafter referred to as **"the said Car Parking Space"**) of the said building constructed on the said Property. The said Flat and the said Car Parking Space are collectively referred to as **"the said Premises"**, more particularly described in the **Second Schedule** hereunder written and shown in _____ colour hatched lines on the plan annexed hereto.
- U. The term "Carpet Area" as defined under the said Act shall mean the net usable floor area of an Apartment, excluding the area covered by the external wall, area under the service shafts, exclusive balcony or verandh area and exclusive open Terrace area, but includes the area covered by the internal partition walls of the apartment.
- V. Prior to execution of this Agreement, the Allottee has obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the said Building and such title being clear and marketable; (ii) the approvals, permissions (including IOD and CC) obtained till date and (iii) the Promoter's entitlement to develop the said Property and construct the said Building under various provision of the

DCR and applicable law and sell the premises therein. The Allottee hereby undertakes not to hereafter raise any objection and / or make any requisitions with respect to the title of the Promoter to the said Property. The Allottee undertakes that they have verified with their financial advisor and confirm that the Allottee has the financial capacity to consummate the transaction.

- W. The Allottee has prior to the date hereof, examined a copy of the RERA certificate and has caused the RERA certificate to be examined in detail by their Advocate and Planning and Architectural consultants. The Allottee have agreed and consented to the development of the Said Property. The Allottee have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA rules and have understood the documents and information in all respects.
- X. 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.
- Y. The Promoters have registered the Project under the provisions of the said Act i.e. Real Estate (Regulation & Redevelopment) Act, 2016 (with the Real Estate Regulatory Authority at ____ No._____. Section 13 of the said Act requires the Promoters to execute a written Agreement for Sale of said Apartment with the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.
- Z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell and the Allottee/s hereby agrees to purchase the said Premises at or for an agreed lumpsum aggregate consideration of Rs._____/ - (Rupees _____ only) (hereinafter referred to as “**the Sale Consideration**”) and the Allottee has agreed to pay to the Promoters, the Sale Consideration in the manner hereinafter appearing.

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

1. INTRODUCTION:

The recitals, schedules and annexures in and to this Agreement for Sale (“**Agreement**”) form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the transaction herein, this Agreement shall be read and construed in its entirety.

2. THE PROJECT:

- A. The Promoters shall complete construction of the building to be known as ‘_____’ consisting of _____ building having _____ wings _____; wherein Wing _____ shall consists of Ground Plus _____ upper floors, Wing _____ shall consists of _____ or more (hereinafter referred to as “**the Project**”) on the said Property in accordance with the plans, designs, specifications approved by the MCGM and which have been inspected and approved by the Allottee/s with such variations, modifications and alterations as the Promoters may have considered subject to the certain changes required to be made for reasons beyond the control of the Promoters or which the Architect/ Engineer may have considered necessary or expedient and/or as shall be required by the concerned local authorities or the Government to be made in them or any of them, from time to time. Provided that the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Premises of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
- B. The Promoters hereby declare that the Floor Space Index available as on date in respect of the Project Land is _____ square meters only and Promoters have planned to utilize Floor Space Index of _____ 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 Development Control Regulation,1991 or Development Control (Promotion & Regulation), 2034 (“**DCPR**”) 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. The

Promoters has disclosed the estimated Floor Space Index of _____ as proposed to be utilized by him on the Project Land in the said Project and Allottee/s have agreed to purchase the Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

- C. In the event of there being any increase in the potential of the land under construction by the Promoters due to any notification/circular or the MCGM/concerned authority and/or the implementation of the DCPR, the increase in the potential shall solely belong to the Promoters alone and the Allottee/s shall in no event claim any right thereon or objection in that regard, as far as the Promoters comply with the provisions of the Act and take the consent of the Allottee/s in the Project. The Allottee/s undertakes and assures to give such declaration/consent/no-objection/ or any writing, as may be required, in favour of the Promoters for the aforementioned purpose.

3. THE SAID PREMISES:

- A. The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell and allot to the Allottee, Flat No.: _____ of wing _____ on _____ floor, admeasuring _____ Sq. ft. Carpet Area, as shown in the floor plan thereof hereto annexed and marked **Annexure “___”** (hereinafter referred to as **“the said Flat”**) of the proposed building known as **“_____”** (hereinafter referred to as **“the said Building”**), along with the Car Parking space No. _____ on the _____ (hereinafter referred to as **“the said Car Parking Space”**) of the said building constructed on the said Property. The said Flat and the said Car Parking Space are collectively referred to as **“the said Premises”**, more particularly described in the **Second Schedule** hereunder written and shown in _____ colour hatched lines on the plan annexed hereto (hereinafter referred to as **“the Premises”**) for the lumpsum consideration of Rs. _____/- (Rupees _____ only) (hereinafter referred

to as “**the Total Sale Consideration**”) (subject to tax deducted at source) which includes the proportionate price of the common areas and facilities appurtenant to the said Premises, the nature, extent and description of common areas and facilities which are more particularly described in the _____ **Schedule** hereunder written.

- B. The Total Sale Consideration is the aggregate consideration for the said Flat and the said Car Parking Spaces, which is individually bifurcated as under:-
- (i) Rs. _____/- for and towards *the said Flat, and*
 - (ii) Rs. _____/- for and towards *the said Car Parking Space.*

4. **CONSIDERATION:**

- A. The Allottee has paid to the Promoters the sum of Rs. _____/- (Rupees _____ Only) being the earnest money on or before the execution of this Agreement (the payment and the receipt whereof the Promoters doth hereby admit and acknowledge and acquits, releases and discharges the Allottee from the payment and receipt thereof and every part thereof) and agrees to pay the balance sum of Rs. _____/- (Rupees _____ Only) along with the applicable GST and levies or excluding the applicable GST and levies in the following manner :-
- (i) Rs. _____/- (Rupees _____ only) on or before execution of this Agreement. (payment and receipt thereof the Developers hereby admit and acknowledge).
 - (ii) Rs. _____/- (Rupees _____ only) on Completion of the Plinth.
 - (iii) Rs. _____/- (Rupees _____ only) on casting of the 1st slab of the building.
 - (iv) Rs. _____/- (Rupees _____ only) on casting of the 2nd slab of the building.

- (v) Rs. _____/- (Rupees _____ only) on casting of the 3rd slab of the building.
- (vi) Rs. _____/- (Rupees _____ only) on casting of the 4th slab of the building.
- (vii) Rs. _____/- (Rupees _____ only) on casting of the 5th slab of the building.
- (viii) Rs. _____/- (Rupees _____ only) on casting of the 6th slab of the building.
- (ix) Rs. _____/- (Rupees _____ only) on casting of the 7th slab of the Building.
- (x) Rs. _____/- (Rupees _____ only) on casting of the 8th slab of the building.
- (xi) Rs. _____/- (Rupees _____ only) on casting of the 9th slab of the building.
- (xii) Rs. _____/- (Rupees _____ only) on completion of brick work.
- (xiii) Rs. _____/- (Rupees _____ only) on completion of Internal and External Plasters.
- (xiv) Rs. _____/- (Rupees _____ only) on completion of the work of plumbing and electrical.
- (xv) Rs. _____/- (Rupees _____ only) at the time of possession of the said flat.

Rs. _____/- = 100% Total Sale Consideration

- B. The aforesaid payments shall be made by the Allottee within 15 (fifteen) days of Notice in writing by the Promoters to be given as herein mentioned. *Time for the payment is the essence of this Agreement.*

- C. The Amount payable as per the terms of this Agreement for the items, such as plinth, casting of slabs, construction of brick walls, etc. already completed prior to the date of execution of this Agreement, shall be deemed to be due from the Allottee/s on the date of this Agreement in addition to the earnest money.
- D. The Installments of the balance Sale Consideration payable by the Allottee to the Promoters as stated above shall be paid in the manner as may be required and necessary under RERA or rules/regulations framed by state of Maharashtra in that regard. Accordingly, the Promoters shall withdraw amounts from such Account(s) in accordance with the provision of Applicable Laws.
- E. In addition to the Sale Consideration, and all amounts payable under this Agreement, the Allottee shall bear and pay GST as applicable and any other new taxes or any taxes under any nomenclature including but not limited to any such interest, penalty, levies and cesses and also all increases therein from time to time which shall be paid by the Allottee to the Promoters along with and in addition to each installment or as may be demanded by the Promoters.
- F. The Allottee/s agree to deduct TDS at applicable rate of the consideration as per the Income Tax Act, 1961 and pay the same into the requisite Government Income Tax account and further the Allottee/s agree and undertake to furnish to the Promoters a TDS Certificate in this regard within 30 days from the date of deduction of TDS. In the event the Allottee fails to deduct TDS or deposit the same in the requisite Government Income Tax account, the Allottee shall be solely liable and responsible in respect thereof, with no liability to the Promoters.
- G. It is further agreed and understood that the Total 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 Promoters undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose such notification/order/rule/regulation published/issued in that behalf to that effect along-with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

- H. Without prejudice to the Promoter's other rights under this Agreement and/or in law, the Allottee/s shall pay to the Promoters interest at the rate of ____% per annum on all amounts which are due and/or payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoters until the date such outstanding amount is received by the Promoter.
- I. The Allottee agrees and confirms that in the event of delay/default in making payment of the GST or any such tax demanded, then without prejudice to any other rights or remedies available with the Promoters under this Agreement, the Promoters shall be entitled to adjust the unpaid GST or any such tax along with interest payable thereon from the due date till the date of adjustment against any subsequent amounts received from the Allottee/s.

5. POSSESSION & CONSEQUENCES :

- A. The possession of the Premises shall be delivered to the Allottee/s after the Premises is ready for use and occupation provided all the amounts due and payable by the Allottee/s under this Agreement and the stamp duty and registration charges and GST in respect of the Premises are duly paid by the Allottee/s. The Promoters expect to give possession of the Premises to the Allottee/s on or about _____ (excluding a grace period of 6 months), subject to Force Majeure events and other events as specified hereunder.
- B. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the Premises on the

aforesaid date, if the completion of Building is delayed on account of:-

- (a) Event(s) of Force Majeure, War and/or civil commotion, act(s) of terrorism, epidemic, pandemic, lockdown of any nature in the city of state or country;
- (b) non-availability and/or shortage of sand, steel, cement, other building equipment and/or material, water, electricity, utilities and/or labour;
- (c) non-availability or delay in receiving any statutory or regulatory approvals and/or permissions from the concerned authority or authorities;
- (d) any notice, order, rule, notification of the government, public or other competent authority (including any court of law or tribunal) affecting the development of the Plot;
- (e) any restraint and/or injunction and/or prohibition order of Court and/or any other judicial or quasi-judicial authority and/or any statutory authority affecting the development of the Plot;
- (f) any act, omission and/or delay on the part of or attributable to any party hereto other than the Promoter; and/or
- (g) any other reason beyond the control of the Promoter, which is not attributable to any act of the Promoters or which is not attributable to any negligence on the part of Promoter.

C. If the Promoters fails or neglects to offer possession of the Premises to the Allottee/s on the above referred date or within any further date or dates as may be mutually agreed between the Parties hereto, then in such case the Allottee/s shall be entitled to give notice to the Promoters terminating this Agreement, in which event the Promoters shall within 60 days from the receipt of such notice, refund to the Allottee/s the amount of deposit or earnest money and the further amounts, if any, that may have been received by the Promoters from the Allottee/s as installments in part payment in respect of the Premises along with such interest at of SBI's highest marginal cost of lending rate plus 2% as specified in

the Rule, from the Promoters for the amounts received till the date and the interest thereon is repaid, excluding taxes and after deductions/forfeiture as per these presents. The Promoters shall refund the above mentioned amount in respect of such termination and neither party shall have any claim against the other in respect of the Premises or arising out of this Agreement and the Promoters shall be at liberty to dispose of the Premises to any other person or persons at such price and upon such terms and conditions as the Promoters may deem fit. The Allottee/s shall, if so required by the Promoters, simultaneously on receipt of the refund of the amounts execute a Deed of Cancellation (in format required by the Promoters) and register the same in the office of the concerned Registrar/sub-Registrar of Assurances.

- D. The Allottee/s agrees that the return of the payment mentioned in Clause 5 (C) above constitutes the Allottee/s sole remedy in such circumstances and the Allottee/s foregoes any and all his/her/their rights to claim against the Promoters for the said Premises for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever. Upon this Agreement being terminated as stated in Clause 5 (C) above, the amounts paid by the Allottee/s towards his GST liability until the date of termination/cancellation and deposited with the statutory authorities, shall be refunded to the Allottee/s without any interest thereon only upon the Promoters receiving corresponding refund/getting credit of the corresponding GST amount paid/ deposited, from the statutory authorities and not otherwise.
- E. The Allottee/s shall take possession of the Premises within 7 (seven) days of the Promoters giving written notice to Allottee intimating that the Premises is ready for use and occupation. The Allottee shall use the said Flat/Premises or any part thereof or permit the same to be used only for purpose of residence only. He shall use the garage or parking space only for purpose of keeping or parking motor vehicle(s).

6. TERMINATION & CONSEQUENCES:

- A. On the Allottee/s committing default in payment of the Sale Consideration or any instalment thereunder on due date (time being the essence of contract) of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including the Allottee/s proportionate share of taxes levied by the MCGM and other outgoings) and/or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at its sole option to terminate this Agreement.

Provided always that the power of termination hereinbefore contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Allottee/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Allottee/s in remedying such breach or breaches within 15 (fifteen) days after giving of such notice.

- B. Provided further that upon termination of this Agreement as aforesaid, 10% of the amount paid till then by the Allottee/s will stand ipso facto forfeited without any reference or recourse to the Allottee/s and the Promoters shall refund to the Allottee/s the remaining amount of Sale Consideration of the Premises which may till then have been paid by the Allottee/s to the Promoters but the Promoters shall not be liable to pay to the Allottee/s any interest on the amount so refunded and upon termination of this Agreement and offer of refund of the aforesaid amount (after taking into account the forfeited amount) by the Promoters, (whether acceptable and realized by the Allottee/s or not) the Promoters shall be at liberty to dispose of and sell the Premises to such person and at such price as the Promoters may in their absolute discretion think fit and proper. On termination of this Agreement, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoters or against the said Premises.

- C. Further, on termination of this Agreement, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoters or against the said Premises or under this Agreement and for that the Promoters is hereby irrevocably authorized to comply with all the formalities for execution and registration of the unilateral Deed of Cancellation (at the sole option of the Promoter), without the Allottee/s being a signatory thereto and the Allottee/s will not raise any objection or dispute in that regard. Further, upon termination the Promoter shall be entitled to deal with, resale or dispose-off the said Premises in the manner as the Promoters may deem fit without any reference or recourse to the Allottee/s.
- D. Without prejudice to the right of the Promoters to terminate this Agreement on account of delay in payment as stated above, in the event the Promoters does not exercise its option to terminate as aforesaid and grants extension of time to the Allottee to make payment, the Allottee agrees to pay to the Promoter, interest at the SBI highest marginal cost of lending rate plus 2% as specified in the Rule or 12% per annum, whichever is higher, on all the delayed payments which become due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoters until the date of actual payment. Without prejudice to the other rights of the Promoters hereunder, the Promoters shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge / lien on the Apartment, in any manner whatsoever, without making full payment of all amounts payable by the Allottee/s under this Agreement, to the Promoters. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the concerned Banking Account of the Promoters.
- E. Upon the Promoters terminating this Agreement as aforesaid, the Promoters shall be entitled to adjust the shortfall (if any) in the GST (or any other statutory dues) liability of the Allottee/s from the balance amounts (i.e. amount paid by Allottee to the Promoters

less the amounts which the Promoters is entitled to forfeit, appropriate and adjust as aforesaid), if any available with the Promoters prior to refund of the amount/s to the Allottee/s. The amounts paid by the Allottee/s towards his/her/their GST liability until the date of termination/cancellation and deposited with the statutory authorities, shall be refunded to the Allottee/s without any interest thereon only upon the Promoters receiving corresponding refund/getting credit of the corresponding GST amount paid/deposited, from the statutory authorities and not otherwise.

- F. If the Allottee/s in order to augment the resources in his hand for the purpose of payment of consideration amount to the Promoters under this Agreement, seeks a loan from financial institutions or banks or any other lender (the “**Lender**”) against the security of the said Premises subject to the consent and approval of the Promoters, then in the event of (a) the Allottee/s committing a default of the payment of the installments of the consideration amount and (b) the Promoters exercising its right to terminate this Agreement, the Allottee/s shall clear the mortgage debt outstanding at the time of the said termination. The Allottee/s shall obtain the necessary letter from such Lender stating that the Allottee/s has cleared the mortgage debt. On receipt of such letter from the Lender, the Allottee/s shall be (subject to what is stated in these presents regarding forfeiture of the monies paid) entitled to the refund of the amount so paid by the Allottee/s to the Promoters towards the Premises. Notwithstanding all that is stated hereinabove it shall always be obligatory on the part of the Allottee/s to pay the installments of the consideration amount as and when due under the terms of this Agreement irrespective of the fact that the Allottee/s have applied for the loan to the Lender and further irrespective of the fact that the said loan are under process and sanction is awaited and/or is rejected.
- G. All the rights and/or remedies of the Promoters including the aforesaid rights and remedies of the Promoter, are cumulative and without prejudice to one another.

7. AMENITIES:

The fixtures, fittings and amenities to be provided by the Promoters in the said Building and in the said Flat/Premises are those that are set out in **THIRD SCHEDULE** annexed hereto. The Promoters shall endeavour to provide the amenities of the same specifications as stated in the Annexure. However, in the event amenities of the said specifications are not available in the market, the Promoters shall provide amenities of similar brand/quality as the circumstances may permit or their near substitutes at Promoter's discretion.

8. PROMOTERS REPRESENTATIONS & WARRANTIES:

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

- a. The Promoters have clear and marketable title with respect to the Project as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the Project and also has actual, physical and legal possession of the Project for the implementation of the Project as per the said Development Agreement(s);
- b. 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 as may be necessary;
- c. There are no encumbrances upon the project land or the Project;
- d. There are no litigations pending before any Court of law with respect to the project land or Project;
- e. 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;

- f. The Banking Account(s) shall be used as per the laws/rules/regulations under Maha-RERA and withdrawals therefrom shall be made in the manner as provided under the Act.
- g. The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- h. The Registration of the Project under Maha-RERA is valid and subsisting.
- i. The Promoters has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land/Premises, including the Project and the said Premises, which will adversely affect the rights of Allottee/s under this Agreement;
- j. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Flat/Premises to the Allottee/s in the manner contemplated in this Agreement;
- k. The Promoters 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 said Project to the competent Authorities in term of the Development Agreement;
- l. 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.

9. ALLOTES ACKNOWLEDGEMENT:

The Allottee confirms and acknowledges that the Allottee has been appraised and made aware and the Allottee has agreed that:

- A. The Promoters shall be entitled to the said Properties with the Project Land without requiring any consent from the Allottee and / or the Association.
- B. The Promoters is entitled to utilize all FSI (including fungible FSI, free FSI, premium FSI) that may be available from the Project Land or elsewhere and/or on account of (TDR) and / or by change of law and/or change of policy and/or any other rights and benefits including on account of undertaking incentive FSI schemes under the applicable laws or any floating rights which is or may be available in respect of the Project Land and/or any potential that is or may be available on account of the existing provisions or any amendments thereto under applicable law, and the Promoters shall be entitled to utilize and/or use the entire potential of the Project Land/the amalgamated lands presently available and/or any increase therein, from time to time.
- C. The Promoters shall be at liberty to sell, assign, transfer, lease, mortgage or otherwise deal with its right, title and interest in the Project Land and/or the Building, in terms of the Applicable Laws provided that the same does not in any materially prejudice the right of the Allottees in respect of the Flat/Premises and in accordance with the provisions of the Act.
- D. The Promoters shall also be entitled to designate any space on the Project Land and/or in the terrace of the said Building to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Building.
- E. The Promoters shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the project land till such time as the Project Land together with the Building are transferred to the Association. Such advertising and signage may comprise of hoardings, print media, electric signs, and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Promoter

and its nominees shall have access to such hoardings, print media and electric signage for this purpose.

- F. The Promoters shall be entitled to construct site offices/ sales lounge on the Project Land and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the Project Land or any portion thereof is leased/conveyed to the Association until the development of the Project Land together with development of amalgamated lands is fully completed.
- G. In the event any flats / premises / spaces / areas in the Said Building are unsold / unallotted / unassigned on execution and registration of the conveyance to the Society / Apex Body or Federation, the Promoter shall continue to be entitled to such unsold areas and to undertake marketing etc. in respect of such unsold areas as stated hereinabove. After the receipt of the Occupation Certificate, the Promoter shall be required to pay a sum of Rs.____/- (Rupees _____ Only) per month in respect of each unsold premises towards outgoings, maintenance and other charges by whatever name called and shall not be liable or required to bear and/or pay any other amount by way of contribution, outgoings, deposits, transfer fees. Charges and /or non-occupancy charges, donation, premium any amount compensation whatsoever to the Society/Apex body for the sale / allotment or transfer of the unsold areas or elsewhere, save and except the municipal taxes at actuals (levied on unsold premises).
- H. The Promoter shall be entitled to designate any spaces/ areas on the Said Project or any part thereof (including on the terrace and basement levels of the Said Project) for third party service (including power, water, drainage and radio and electronic communication) to be availed by the occupants of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may in its sole discretion deem fit. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub stations, towers) in respect of the utility services may be laid/provided in the

manner the Promoter may require, and may be utilized in common by occupant is units/premises in the Said Project. The Promoter and its workmen/agents/contractors/employees and any third party contracts shall be entitled to access and service such infrastructure and utilities.

- I. The name of the Said Project shall always be “_____” - a Project by Shivoham Infrahomes LLP” and shall not be changed without the prior permission of the Promoter. The Society’s name shall always remain “Borivali Raajhanus CHSL”. However, the Promoters have the right to add a prefix and/or suffix to the name of the Building as they shall deem fit and proper.
- J. It is hereby clarified that, in the event of the Allottee proposing to give the said Premises on lease and / or leave and license basis only, then the Allottee shall be required to obtain prior written permission of the Promoter before effecting any such lease and / or leave and license arrangement.
- K. The Promoter shall be entitled to call upon the Allottee to satisfy the Promoter either through the Allottee banker’s commitment or in such other manner as may be determined by the Promoter, with regard to the Allottee’s financial and other capabilities to pay the entire Sale Price and all other amounts to the Promoter and to complete the sale and transfer of the said Premises.
- L. The Promoters shall be entitled to offer possession to the commercial premises constructed on the ground/first floor or any other floor, as may be approved by the MCGM, after obtaining the necessary Part Occupation Certificate from the MCGM to that effect. The Allottee shall have no objection to the same in any manner whatsoever.

10. ALLOTTEES UNDERTAKINGS AND ASSURANCES:

The Allottee/s or himself/themselves with intention to bind all persons into whosoever hands the said Premises/Flat/Apartment may hereinafter

come, hereby undertakes, assures and covenants with the Promoters as follows for the purpose of inter-alia ensuring the soundness and safety of the said Building for maintaining the value of the said Building and for ensuring that any easement in respect of the aforesaid remains unaffected:

- a. Not to do or suffer to be done anything in or to the said Building, the said Premises, staircase, common areas or any passages which may be against the rules, regulations or bye-laws of the concerned authorities or change/alter or make addition in or to the said Building or to the said Premises itself or any part thereof and to maintain the said Premises (including sewers, drains, pipes) and appurtenances thereto at the Allottee's own cost in good repair and condition from the date on which the Allottee is permitted to use the said Premises and in particular so as to support, shelter and protect other parts of the said Building.
- b. Not to raise any objection to the Promoter completing the construction of the Project in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee taking possession of the Said Premises.
- c. Not to store anything in the refuge floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other part of the said Building.
- d. Not to change the user of the said Premises and to comply with stipulations and conditions laid down by the Promoter / its designated Project Manager or the Society with respect to the use and occupation of the said Premises.

- e. Not to demolish or cause to be demolished the said Premises or any part thereof and in particular so as to support, shelter and protect other parts of the said Building.
- f. Not to make or cause to make any addition or alternation of whatsoever nature in the said Premises to ensure in particular support, shelter and protection of other parts of the said Building.
- g. Not to make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent.
- h. To keep sewers, drains, pipes in the said Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building.
- i. Not to cover or construct anything on the open spaces, garden, recreation area and / or parking spaces and /or refuge areas,
- j. Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not cover/ enclose the planters and service slabs or any other of the projections from the said Premises, within the said Premises, nor chisel or in any manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, parrises 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 Building or do any act to affect the FSI / development potential of the Said Project.
- k. In the event of the Allottee carrying out any renovation/repair within the said Premises 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 Building on account of such renovation/repair and the Promoter's obligation to rectify any defects(s) or compensate for the same under these presents

or under any laws/rules shall immediately cease and the Allottee / the Society/the Apex Body shall have no claim(s) of whatsoever nature against the Promoter in this regard.

- I. To maintain the aesthetic of the said Building and to ensure the quiet and peaceful enjoyment by all the allottee / occupants therein and for the common benefits of all, and to preserve and maintain the safety, security and value of the said Premises and the Said Building, the Allottee agree and covenant as follows:
 - i. Not to affix and fixtures or grills on the exterior of the said Building for the purpose of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. The Allottee may fix grills on the inside of the windows. The standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter.
 - ii. Not to install a window air-conditioner within or outside the said Premises. Not to affix air conditioner/s at any other place other than those earmarked for fixing such air conditioner/s as not to affect the structure, facade and / or elevation of the Building in any manner whatsoever. The cutouts for the piping would be provided by the Promoter and the Allottee shall not at any point of time make / create new cutouts in the RCC structure.
 - iii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the said Building. If the Allottee or any members of the Allottee's family or any servant or guest of the Allottee commits default of this sub-clause then the Allottee shall forthwith rectify any damage and default immediately at their own cost.

The Allottee(s) will not erect, install or fix temporarily or permanently any furniture/fixtures or beautification installations outside the main door i.e. in the building/floor Common area Lobby.

- iv. Not to any time cause or permit any public or private nuisance or to use the loudspeaker etc., in or upon the said Premises and the said Building or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering hardship or disturbance to the occupants or the Promoter. The Allottee shall ensure that the Allottee's pets and /or domesticated animals, if any, in or upon the said Premises and the Said Building or any part thereof shall not enter the restricted areas / no entry zones as may be designated by the Promoter in the said Building and / or pose a health or safety hazard and / or cause nuisance to the other occupiers of the said Building and or the lifts installed in the said Building.
- v. Not to discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and / or the said Building and / or open spaces not litter or permit any littering in the common areas in or around the said Premises and/ or the Said Building and at the Allottee's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and / or the said building and / or open spaces to the requirement and satisfaction of the Promoter and / or relevant government and statutory authorities.
- vi. Not to do either by themselves or through any other person anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and

the installations for providing facilities in the said building. 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 Building.

- vii. Not to display/permit to be displayed at any place in /upon the said Building or any part thereof including on any construction thereon, any bills, posters, hoardings, advertisements, name boards, signboards including neon and illuminated, placards, posters, notice, advertisement, name plate, sign, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common area therein or in any other place or on the window, doors and corridors of the said Building.
- viii. To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises. The Allottee's labourers/ contractors shall be responsible for the removal of debris such as marble pieces or any such wastage material etc. from the said Premises on a daily basis. The Allottee / labourers / contractors shall at their own cost remove such wastage materials/ debris. Such wastage materials shall not be accumulated or placed in the common passages, corridors and basement or in any areas within the said Building.
- m. Not to violate and to abide by all rules and regulations framed by the Promoter / its designated Project Manager or by the Society or the Apex Body, for the purpose of maintenance and up-keep of the said Building and in connection with any interior / civil works that the Allottee may carry out in the said Premises and to generally comply with the building rules, regulations and bye-laws for the time

being of the concerned authority and the government and other public bodies.

- n. Not to violate and to observe and perform all the rules and regulations which the promoter / its designated Project Manager or the Society or Apex Body may have at its inception and the additions or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned authority and of government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Promoter / its designated Project Manager or the Society regarding the occupation and use of the said Premises in the Said Building and shall pay and contribute regularly and punctually towards taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- o. Not to object or cause any impediment to the right and authority of the Promoter and its workmen, staff, employees, representatives and agents and all other users / allottee of premises of the Said project to the access, ingress and egress into and upon the said Building, the Non-Residential Component, the Building amenities and the Non-Residential Exclusive Amenities without any restriction or interference whatsoever including for the purpose of maintenance repair and upkeep of the electricity, communication and utility lines, cables and meters etc or any other reason notwithstanding that there shall be or any be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common access and entry.
- p. Not do or permit or suffer to be done anything in or upon the said Premises or any part of the said Building which is or may, or which in the opinion of the Promoter is or any, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or

comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Allottee for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the said Building and the Allottee shall not hold the Promoter so liable.

- q. Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, in or on the common stairways, refuge areas, corridors and passageways in and of the said Building.
- r. Not to, in any manner, enclose any flower beds / planters / ledges / pocket terrace(s) / deck areas and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and shall keep the same unenclosed at all time.
- s. Not to affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or 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 save and except the name of the Allottee in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter.
- t. Not to park at any other place and shall park all cars in the car parking space(s) only as may be permitted / allotted by the Promoter.
- u. Not to object to the permission granted / to be granted by the Promoter to any other flat allottee for the use of their

respective appurtenant spaces and the car parking space(s) as may be allotted.

- v. Not to raise any objection and or claims about the unavailability of supply of water from MCGM and shall not raise any objection and /or claims regarding liability to bear and pay for alternate arrangements for the water supply through tankers made for their convenience. The Allottee acknowledges that the water connection from the MCGM shall be subject to availability and the rules, regulations and bye-laws of the MCGM and agrees not to hold the Promoter responsible for the same. The Allottee is aware that alternate arrangements for water supply through tankers will be made for the Allottees' convenience. Expenses incurred for the same will be charged in the maintenance bill till MCGM water connection is received.
- w. The Allottee has perused the details of the Project available on the website of the Authority as well as the additional data furnished by the Promoters and Allottee has fully verified the same. The Allottee agrees and confirm not to make demand of any additional information in respect thereof.
- x. Not to demolish or cause to be demolished the Flat/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 Flat/Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Premises is situated and shall keep the portion, sewers, drains and pipes in the Flat/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 building in which the Flat/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 Flat/Premises without the prior written permission of the Promoters and/or the Society or the Limited Company.

- y. 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 Flat/Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- z. 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 Flat/Premises is situated.
- aa. 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 Flat/Premises by the Allottee for any purposes other than for purpose for which it is sold.
- bb. The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the Flat/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 payable by the Allottee to the Promoters under this Agreement are fully paid up and without the prior written permission of the Promoter.
- cc. The Allottee 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 Flat/Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee 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 Flat/Premises 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.

- dd. Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the Flat/Premises/Building in any manner whatsoever. Do not move, alter, fidget with pipes suspended from the ceiling and / or not to enclose trap doors provided in bathrooms and kitchens,
- ee. Irrespective of a dispute, if any, arising between the Promoters and the Allottees and /or the Association all amounts, contribution and deposits including amounts payable by the Allottees to the Promoters under this Agreement shall always be paid punctually to the Promoters and shall not be withheld by the Allottees for any reasons whatsoever.
- ff. The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottees shall not use or permit the use of common passages, ducts, refuge areas, open spaces, lobbies, and staircases in the Building for storage or for use by servants at any time.
- gg. The Allottees hereby agrees that in the event of any amount becoming payable by way of levy of premium to the concerned local authority or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the Project Land and / or the Building, the same shall be reimbursed by the Allottees to the Owner.

- hh. The Allottee represents and confirms that they have read the terms and conditions of this Agreement and has understood their obligations, liabilities and limitations as set forth herein and have neither relied upon nor been influenced by any marketing brochures, emails advertisements, representations of any nature whatsoever whether written or oral.
- ii. Save and except the conveyance of the Project land/Sale Building Plot, not to claim conveyance of any other portion of the said Property/Project Land till the complete development of the Project Land.
- jj. No to object or create hindrance for implementation of development work of subsequent phase by the Promoters. The Allottee represents and confirms that the Promoters shall be entitled to induct the Allottees of the subsequent phase as the members of the society so formed by the Allottees of the Project and the Allottees hereby agree and undertake not to object to the same.
- kk. Shall accept, follow abide by the Fit-out Guidelines, if any framed by the Promoter from time to time for maintenance and management of the said Premises and other rules and regulations, the Said Project and/or the security thereof or of the aesthetics and ambience of the said Project/ Said Building, it being clearly agreed that in the event the Allottee violates the Fit-Out Guidelines and such other rules/regulations made from time to time, the Allottee shall be liable to make good and/or compensate for any loss and/or damage whatsoever, caused by the allottee and/or by his employees or agents. Further, the Allottee shall ensure that the labourer, contractors appointed by the Allottee shall also strictly follow the same.
- ll. Not to do any act, deed, matter or thing during the course of Fit-Out/furnishing the said Premises resulting in leakage/damage to the said Premises or other flats/premises in the Said Building or its common passages, staircases etc.

and shall be responsible to make good such leakages, damages (if any caused) entirely at their cost and expenses. Not to, make any structural/internal masonry/dummy flooring/plumbing changes in any manner whatsoever.

- mm. Not to obstruct/close the drain out points of the aluminium window tracks while laying the flooring materials, in order to avoid any water seepage and retention in the slab,
- nn. Shall on completion of the fit-outs of the Said Premises, submit to the Promoter without delay a completion letter stating therein that the fit-outs of the said Premises have been carried out in accordance with the approved plans.
- oo. If any Allottee/occupants in the Said Project including the Allottee make any internal structural /non-structural changes to any premises in the Said Building including the Said Premises, the Promoter shall have discharged of all its expressed and implied warranties under this Agreement.
- pp. To rectify and make good any breach or default of any of the covenants contained under this Agreement, without prejudice to any rights and remedies available to the Promoter, at its sole cost expense and risk. It is expressly clarified, agreed and understood that strict observance, performance and compliance of all the terms, conditions, covenants, stipulations and provisions of this Agreement by the Allottee shall be of the essence of this Agreement.
- qq. The Allottee agrees, confirms and covenants that the issuance of the Occupation Certificate with respect to the Said Building by the competent authorities shall mean and shall be construed that the Promoter has carried out the development and construction of the Said Building/ Said Project in conformity with the sanctioned plans, approvals and permissions issued by the competent authorities and the Allottee shall not raise any disputes, claims and /or demands with respect to the development and construction of the Said Building/Said Project.

- rr. The Allottee agrees and covenants that the Non Residential Exclusive Amenities shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including the allottee / occupants of the Non Residential Component and, shall not be available to the Allottee or any other allottee / occupants of apartments / flats in the Said Project.
- ss. The Allottee agrees and covenants that the entry and exit points and access to the Said Project shall be common to all allottee / users and occupants in the Said Project. The Allottee agrees and covenants to not demand any separate independent access and /or entry / exit point exclusively for themselves and / or any other allottee / users and / or occupants in the Said Project and / or any part thereof.
- tt. The Allottee(s) agrees and undertakes that the Dry and Wet Garbage will be separated and the Wet Garbage generated in the building will be treated separately on the same plot by the resident, occupants, flat / shop purchasers of the building in the jurisdiction of M.C.G.M.
- uu. The Allottee(s) agree assure and undertake that Allottee/buyer/member will not hold M.C.G.M. liable for the inadequate floor height in future and complaints of whatsoever nature will not be made in future.
- vv. The Allottee(s) agree assure and undertake that the Allottee/buyer/member will not hold M.C.G.M. liable for failure of mechanical failure of Puzzle / Stack parking.

11. ADMISSION TO THE SOCIETY:

Upon completion of the New Building and receipt of the Occupation Certificate in respect of the New Building and subject to the Allottee/s having made payment of the entire consideration including all dues, outgoings to be paid hereunder, the Society shall admit the Allottee/s as members of the Society, subject to the Allottee/s agreeing to abide by the rules, regulations and bye-laws of the Society, and subject to the Developers informing the Society to admit the Allottee/s as the member of

the Society, together with a copy of this Agreement. The Allottee/s agrees to become a member of the Society and abide by the rules, regulations and bye-laws of the Society and to pay to the Society such amounts as may be payable by him/her/them from time to time, without recourse to the Promoters. The Allottee/s shall occupy the Premises subject to the rules and regulations and bye-laws of the Society. The Allottee/s shall sign all necessary applications, letters, documents and other papers and writings for the purpose of becoming a member of the Society. The Allottee/s hereby specifically confirms that he has read the bye-laws of the Society and agrees and undertakes to duly observe the same. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats and other premises from out of the Promoters Premises in the New Building shall at all times be and remain the absolute property of the Promoters and the Promoters may if they so desire, become member/s of the Society in respect thereof and the Promoters shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s herein, nor the Society shall object to or dispute the same. On the Promoters intimating to the Society the name or names of the Allottee/s or acquirer/s of such unsold flats, premises, etc., the Society shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/ recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof. The Promoters have informed the Allottee/s, and the Allottee/s is/are aware that the Allottee/s will be enrolled as a member(s) of the Society upon payment of requisite membership fees and share application money and compliance of the procedure of the Society.

12. MANAGEMENT AND MAINTENANCE:

Commencing a week after notice in writing is given by the Promoters to the Allottee/s that the Premises is ready for use and occupation, irrespective of whether possession is taken or not the Allottee/s shall be

liable to pay the proportionate share of the outgoings in respect of the Land/Plot and the New Building including but not limited to local taxes, betterment charges sub-station & cable cost or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Plot and New Building. Until the management of the Plot and New Building is handed over to the Society, the Allottee/s shall pay to the Promoters such proportionate share of the outgoings as may be determined by the Promoters. The Allottee/s shall pay to the Promoters provisional monthly contribution of Rs._____/ - towards the outgoings regularly on the 5th of every month in advance and shall not withhold the same for any reason. The amount so paid shall not carry any interest and remain with the Promoters until the management is handed over to the Society.

13. DEPOSITS AND CHARGES:

A. The Allottee/s shall on or before the delivery of the possession of the Premises pay to the Promoters the following amounts:-

(i)	Rs._____/ -	non-refundable for share money, application, entrance fee of the Society.
(ii)	Rs._____/ -	non-refundable deposit towards installation of transformer, cable, electric meter, water meter etc.
(iii)	Rs._____/ -	being 1 year deposit towards proportionate share of taxes, maintenance and other charges.
	Rs._____/ -	Total

B. The Allottee shall on or before the delivery of the possession of the Premises pay to the Promoters the following amounts

(i)	Rs._____/ -	towards legal costs and charges
(ii)	Rs._____/ -	towards development charges
(iii)	Rs._____/ -	
	Rs._____/ -	Total

- C. It is agreed in respect of amounts mentioned in Clause 13 (A) (i) and (iii) above, the Promoters shall be liable or otherwise required to render accounts to the society and shall hand over the deposits or balance thereof to the Society. In the event of any additional amount becoming payable, the Promoters shall forthwith on demand pay and deposit the difference to the Promoter. The aforesaid amount/ deposit shall not carry any interest. The Promoters shall maintain a separate account in respect of the sums received by the Promoters from the Allottee/s as advance or deposit, on account of the share capital of the Society, outgoings, and shall utilize the same for the purpose for which they have been received.

14. VARIATION IN AREA:

The parties hereto agree and accept that if the carpet area of the Premises is reduced/increased due to structural columns and structural membranes and/or on account of design and construction variances, the Allottee/s shall not complain or raise any grievance on account of the said reduction/increase to the extent of 3% (three percentage). The Allottee shall be bound to accept such reduced/increased area and shall not complain or demand compensation for such reduced/increased area, provided such reduction/increase does not exceed a maximum of 3% (three percent), in which scenario (of such reduction/increase of more than 3%) the appropriate payment shall be made for such reduction/increase by the Allottee/s to the Promoters or vice-a-versa (as the case may be) by taking into account the Sale Consideration for the said Premises.

15. INDEMNITY:

The Allottee/s shall indemnify and harmless, and keep indemnified and harmless the Promoters from time to time, against any and all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including professional fees/costs incurred in relation thereto) of whatsoever nature incurred or suffered by them or any of them directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoters under this Agreement; (b) any breach and/or default by the Allottee/s in the performance of any and/or all of his obligations under this Agreement; and (c) Allottee/s non-compliance with

any of the restrictions regarding the use and/or occupation of the Premises.

16. NOTICE:

Any notice to be given under this agreement shall be considered to be duly served, if sent by Registered Post A.D. or if delivered or left at the address of the party as stated herein. If there is any change in the address of either of the parties to this Agreement, such party shall notify to the other such change in address. In that event the notice shall be given at the changed address.

17. GOVERNING LAW AND JURISDICTION:

- A. 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 Republic of India for the time being in force and the courts in Mumbai will have the jurisdiction for this Agreement.
- B. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, framed by the state of Maharashtra thereunder.
- C. This Agreement shall always be subject to the provisions of (i) Real Estate (Regulation and Development) Act, 2016; (ii) Maharashtra Real Estate Regulatory Authority (General) Regulations, 2017; (iii) Maharashtra Real Estate Regulatory Authority (Recruitment and Conditions of Service of Employees) Regulations, 2017; (iv) Maharashtra Real Estate Appellate Tribunal, Officers and Employees (Appointment and Service Conditions) Rules, 2017; and (v) Maharashtra Real Estate Regulatory Authority (Form of Annual Statement of Accounts and Annual Report) Rules, 2017 and read together with Maharashtra Ownership of Flats Act, 1963, Maharashtra Apartment Ownership Act, 1970 and the respective rules made thereunder. In the event of conflict between any of the aforesaid, the provisions of Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder shall prevail.

18. MISCELLENIOUS:

- A. This Agreement and all annexures hereto, constitute the entire agreement between the parties hereto as regards the subject matter hereof and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoters or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Allottee/s or made available for the Allottee/s viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any and all previous agreements and/or writings concerning the subject-matter hereof.
- B. Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the Flat/Apartment to the total carpet area of all the Apartments in the Project.
- C. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
- D. No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.
- E. If there is more than one Allottee named in this Agreement, all obligations hereunder of such Allottee/s shall be joint and several.
- F. All taxes, charges including but not limited to GST or any other impositions or levies (i) on account of this transaction, (ii) pro rate on account of the entire development project, (iii) on the consideration and other amounts payable by the Allottee/s to the

Promoters and/or (iv) otherwise, shall be to the account of the Allottee/s alone and the Promoters shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the Allottee/s over and above the consideration of the Premises and the Promoters decision as regards the quantum of the same shall be final and binding to the Allottee/s.

- G. It is expressly agreed that due to changes made by the Allottee/s in the Flat/Apartment (internally or externally) or said Building or other Allottees/s of the flats in the said Building if any complaint/defect arises, then in such circumstances the Promoters shall not be liable or responsible for repairs and the costs of the same shall not be borne/paid by the Promoters.
- H. 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 Property/Plot and Building or any part thereof. The Allottee/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 New Building is handed-over to the Society.
- I. The stamp duty and the registration charges, GST and expenses in respect of this Agreement shall be borne and paid by the Allottee/s alone. The Allottee/s shall at his cost and expenses, lodge this Agreement for registration in the Office of the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908, and after due notice being received in this regard the Promoters or their authorized representative shall attend such office and admit the execution thereof.
- J. The parties are assessed under following PAN: -

PROMOTERS :

_____ - _____

ALLOTTEE/s:

_____ - _____

_____ - _____

IN WITNESS WHEREOF the Promoters and the Allottee/s have hereto set and subscribed their respective hands and seals the day and year first hereinabove written.

FIRST SCHEDULE OF PROPERTY ABOVE REFERRED TO:

(Description of “**the said Property**”)

All that pieces and parcels of property/land bearing Plot of Land bearing Survey No.06 & Hissa No.4 and its corresponding CTS No.31-A/2 admeasuring net area of 1006.30 Sq. Meters (after deducting set-backs of 169.62 Sq. Meters and 176.10 sq. meters from Original Land of 1352.02 Sq. Meters) as per Property Register Card (1182.40 Sq. Meters as per documents of title) or thereabout together with the existing building known as ‘Borivali Raajhauns’ standing thereon, comprised in Borivali Raajhauns Co-operative Housing Society Ltd. lying, being and situate at Eksar Road of Village Eksar Taluka -Borivali, Mumbai Suburban District, within the registration District of Mumbai Suburban and bounded as follows:

On or towards the East: 13.40 Meter wide Sodawala Lane/ Road;
On or towards the West: CTS No.31-A/2, ‘Sahayog’ CHS Ltd;
On or towards the North: Raj Crystal CHS Ltd., Royal Complex; and
On or towards the South: 18.30 Meter wide Eksar Road.

SECOND SCHEDULE OF PROPERTY ABOVE REFERRED TO:

(Description of “**the said Premises**”)

An Apartment/Flat/Unit No. of _____ admeasuring _____ sq. feet carpet area in the _____ wing on the _____ floor of the building ‘_____’ to be constructed on the said Property described in First Schedule together with Car parking space no. _____ in the _____ of the Building.

THIRD SCHEDULE OF PROPERTY ABOVE REFERRED TO:

(Description of “Common Areas and Facilities”)

- 1.
- 2.
- 3.

SIGNED, SEALED AND DELIVERED BY)

The withinnamed **“PROMOTERS”**)

M/s. SHIVOHAM INFRAHOMES LLP)

Through its authorized Partner)
Mr. _____)
In the presence of....)

- 1.
- 2.

SIGNED, SEALED AND DELIVERED BY)

The withinnamed **“ALLOTTEE/S”**)

_____)

In the presence of...)

1.

2.

RECEIPT

RECEIVED of and from withinnamed Allottee/s a Sum of Rs._____/- (Rs. _____ Only) being earnest money/monies payable by him/her/them to us in the following manner :

Sr.No.	Cheque No./Pay order No./RTGS No.	Dated	Drawn on (Bank)	Amount (Rs.)	In favor of

Rs. _____/-

We say received,

For, M/s. SHIVOHAM INFRAHOMES LLP

Partner

WITNESS:

1.

2.

M/s. SHIVOHAM INFRAHOMES LLP

....PROMOTERS

AND

...ALLOTTEE/S

AGREEMENT FOR SALE

Dated this ____ day of _____ 201__

**M/s. ASD Associates,
Advocates & Solicitors.**