

**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE is made and entered into Mumbai on this \_\_\_\_ day of \_\_\_\_\_ 2022

**BETWEEN**

**M/s. RAJSHREE SHIVKUNJ DEVELOPERS LLP** (LLPIN - AAU-5398), a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act, 2008 having its office at 102, Integrated Karma, Behind Popular Hotel, Off. Hingwala Lane, Ghatkopar (E), Mumbai- 400 077, hereinafter referred to as the **“Developers/Promotors”** which expression shall unless repugnant to the context or meaning thereof mean and include the partners or partner for the time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their assigns) of the **ONE PART**;

**AND**

\_\_\_\_\_, Indian Inhabitant/s having his / her / their address at \_\_\_\_\_

\_\_\_\_\_ (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns), **[or]** \_\_\_\_\_, **LLP**, a limited liability partnership, constituted under the Limited Liability Partnership Act, 2008, having its registered office at \_\_\_\_\_, represented herein by its duly authorised partner \_\_\_\_\_ (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, limited company, or limited liability partnership, its successors and permitted assigns, **[or]** **Messrs.** \_\_\_\_\_, a partnership firm, registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, represented herein by its duly authorised partner \_\_\_\_\_ (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, partnership firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and permitted assigns, **[or]** \_\_\_\_\_ **Private Limited/Limited**, a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at \_\_\_\_\_ (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, their successors and permitted assigns**[or]**

\_\_\_\_\_ **HUF**, a Hindu Undivided Family, having its address at \_\_\_\_\_, represented herein by its karta and manager \_\_\_\_\_, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include Hindu Undivided Family, the karta and manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, its or their successors and permitted assigns[or] \_\_\_\_\_ **trustees** of the private trust constituted under the Deed of Trust/Settlement dated \_\_\_\_\_, having their/its address at \_\_\_\_\_, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its/their successors and permitted assigns [or] \_\_\_\_\_ **Trust**, a public trust registered under the \_\_\_\_\_ Act, 19\_\_\_\_\_, having its registered office at \_\_\_\_\_ (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its/their successors and permitted assigns, represented herein by its duly authorised trustees, hereinafter referred to as the “**Purchasers /Allottee/s**”) of the **OTHER PART**.

(The Promoter and the Purchasers /Allottee(s) are, wherever the context so requires, hereinafter individually referred to as “**Party**” and collectively as the “**Parties**”).

#### **W H E R E A S:-**

- (a) Maharashtra Housing and Area Development Authority (hereinafter referred to as “**MHADA**”), a statutory Corporation under the Maharashtra Housing and Area Development Act, 1976 and having its own office at Griha Nirman Bhavan, Bandra (E), Mumbai-400051 are inter alia seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of land bearing Survey No. 236 corresponding to CTS No. 5661 (Pt) at Village Ghatkopar-Kirol, at Pant Nagar, Ghatkopar, Mumbai- 400075, in the Registration Sub-District of Kurla, Mumbai Suburban District of Mumbai City admeasuring 810.47 sq. mtrs. or thereabout within the limits of Greater Mumbai, (hereinafter referred to as “**the said Land**”) together with the Building No.43 standing thereon (“**said Old Building**”). A copy of the Property Card of the said Land is annexed herewith at **Annexure “A”**:

- (b) The Government of Maharashtra/MHADA had taken decision to offer the tenements constructed under to its allottees/occupiers on ownership basis inter alia on certain terms and conditions;
- (c) The said allottees/occupants of the said Old Building formed themselves into a Co-operative Housing Society viz., the Pant Nagar “Shiv Kunj” Co-Op. Hsg. Soc. Ltd. (hereinafter referred to as the “**said Society**”). The said Society is duly registered under the Maharashtra Co-operative Society Act, 1960 and rules made there under (Regd. No. BOM/HSG/7877 dated 28.06.1982);
- (d) MHADA, at the request of the Society, decided to convey the said Old Building by way of sale and to grant the land underneath and appurtenant of the said Old Building by way of lease to the Society;
- (e) By a Deed of Lease dated 26.07.1990 duly registered at the office of the Sub-Registrar of Assurances at Bandra, Mumbai under Serial No. P-4355-90 dated 03.08.1990 entered into between MHADA as lessor of one part and the said Society as the lessee of the other part, MHADA granted lease of the said Land for a period of 99 years commencing from the 01.04.1980 on the terms and conditions therein contained to the said Society;
- (f) By a Deed of Sale dated 26.07.1990 duly registered at the office of the Sub-Registrar of Assurances at Bandra, Mumbai under Sr. No. P-4353-90 dated 03.08.1990 entered between MHADA as vendor of the one part and the said Society as purchaser of the other part, MHADA sold and conveyed to the said Society the said Old Building no. 43 upon the terms and conditions therein mentioned;
- (g) The said Old Building consists of ground + 2 floors, totalling to 30 flats, which are occupied by 30 Existing Members of the Society and they are the owner of their respective Flats;
- (h) The said Old Building was constructed prior to 30 years and is in a dilapidated and same beyond repairs. The said existing members not having requisite expertise, funds and technological knowledge, were desirous to appoint a suitable developer for the redevelopment of the said Property;
- (i) The Developer herein provided its final offer for the said redevelopment vide its letter dated 16.12.2020 and the said offer was accepted and confirmed by the said Society in its Special General Body Meeting. Through resolution dated 09.01.2021 the Society approved the draft Development Agreement

and appointed the Developer for redevelopment of the said Society and to construct the said Building as per current MHADA policy under regulation 33(5) of DCPR 2034, by demolishing the Old Building and the construction of the said Building there at in accordance with the plans and specification as may be approved by the MHADA/MCGM;

- (j) The Society made an application to MHADA for measurement of the said land. MHADA measured the said land and issued Area Certificate dated 16.07.2021 bearing no. EE/DE-III/KD/MB/1662/2021 with Plan, which states that the said Society is entitled for additional land area admeasuring 86.69 sq. mtr (hereinafter referred to as the “said Tit- Bit area”) in the form of Tit-Bit land. The Society is entitled to develop the said Land along with the Tit-bit Area as per demarcation issued by Executive Engineer.
- (k) The said Society in its Special General Body Meeting dated 09.01.2021 approved the draft of the Development Agreement provided by the Developer herein;
- (l) By a Development Agreement dated 17.09.2021 duly registered with the office of the Sub-Registrar of Assurances at Kurla under Serial No. KRL1-14447-2021 (hereinafter referred to as “**said Development Agreement**”), executed by and between the said Society, its Members and the Developers herein, the Society granted Development Rights in respect of the said Property to the Developers/Promoters herein, on the terms and conditions mentioned therein;
- (m) The said Society has also executed a Power of Attorney dated 17.09.2021 duly registered with the office of the Sub Registrar of Assurances at Kurla under Serial No. KRL1-14449-2021 in favour of Mr. Jetalaal L. Dedhia, Mr. Anil J. Chheda and Mrs. Bhharati J. Dedhia, nominees of the said Developer to do acts, deeds and things mentioned therein;
- (n) MHADA vide its offer letter dated 12.08.2021 bearing No. CO/MB/REE/NOC/F-1231/1835/2021 offered the development of the layout plot of 897.16 sq. mtrs. (comprising of area as per Lease deed of 810.47 sq. mtrs. and the additional land (Tit-Bit area) of 86.69 sq. mtrs.) and the Society accepted the said offer and requested the Developer to pay the consideration to MHADA. The Developer agrees to pay such consideration to MHADA and obtain NOC’s thereon for such respective payments. Accordingly, MHADA issued its first NOC dated 03.11.2021 bearing

No.CO/MB/REE/NOC/F-1231/2713/2021 for redevelopment of the said Land on the terms and conditions mentioned thereunder.

- (o) In accordance with the said Development Agreement, the Developers/Promoters are required to provide to each of the Existing Members one flat admeasuring 600 sq. ft. (MOFA) carpet area and 15 (fifteen) Car Parking slots in Stilt and/or Mechanical Parking to the Society. The Developers/Promoters are further entitled to sell/allot the balance flats as well as the Car Parking slots to any one as they may deem fit and receive the sales proceeds in respect thereof and appropriate the same to recover their costs and profit;
- (p) The Developers/Promoters are, therefore, are absolutely entitled to develop the said Land bearing CTS No. 5661 (Part), Survey No. 236, at Village Ghatkopar-Kirol, at Pant Nagar, Ghatkopar, Mumbai- 400075, in the Registration Sub-District of Kurla, Mumbai Suburban District of Mumbai City admeasuring 897.16 sq. mtrs. or thereabout within the limits of Greater Mumbai. The title of the Developers to develop the said Land is set out in the title certificate issued by Mr. Somnath Iyer., the Advocates of the Developers/Promoters. A copy whereof is annexed hereto as **Annexure “B”**;
- (q) The Developers/Promoters have proposed to construct a Building on the said Land proposed to be known as “Rajshree Forty Three East” on the said Land admeasuring 897.16 sq. mtrs. or thereabout more particularly described in the First Schedule herein contained and shown on the plan hereto annexed at **Annexure “C”**, by red colour wash (hereinafter referred to as the “**said Building/Project**”);
- (r) The Developer and the said Society have appointed M/s. Bhavsar and Associates as Architect registered with the Council of Architects as project Architect and have entered into a standard Agreement with him, as per the format of agreement prescribed by the Council of Architects. The Developers/Promoters have also appointed M/s. Sura and Associates as their Structural Engineers for the preparation of the structural designs and drawing of the building for Development of the said Property. The Developers shall accept the professional supervision of the said Architect and the said Structural Engineers or such other Architects and Structural Engineers as the Developers/Promoters may appoint at their sole discretion till the completion of development of the said Building on the said Land;

- (s) Initially, the Developers/Promoters had submitted building plans to construct the said Building consisting Stilt + 17 (Seventeen) upper floors. The Hon'ble V.P. & CEO/A vide No. ET-240 dated 10.11.2021 approved various concession of the plans submitted by the Developers/Promoters and have issued IOA bearing No. MH/EE/ (B.P)/GM/MHADA-1/952/2021 dated 07.12.2021. Copy of the IOA dated 07.12.2021 is annexed herewith as **Annexure "D"**. MHADA had also issued a Plinth Commencement Certificate on 09.03.2022 bearing No: MH/EE/(BP)GM/MHADA-1/952/2022/CC/1/New as per approved plan dated 07.12.2021.
- (t) Due to some planning constraints, the Developers/Promoters now intend to construct the said Building consisting of Stilt+16 (Sixteen) upper floors. Due to pending allotment of some balance FSI of the layout applicable on the said Larger Property by the MHADA, presently the Developers/Promoters had submitted revised building plans consisting Stilt + 15 (Pt.) (Fifteen Part) upper floors. The Hon'ble V.P. & CEO/A vide No. ET-240 dated 11.07.2022 approved various concession of the plans submitted by the Developers/Promoters and has issued amended plan letter bearing No. MH/EE/ (B.P)/GM/MHADA-1/952/2022 dated 25.07.2022. Copy of the Amended Plan letter dated 25.07.2022 is annexed herewith as **Annexure "E"**. MHADA have also issued further Commencement Certificate dated 02.08.2022 as per amended approved plan letter dated 25.07.2022. Copy of the Commencement Certificates dated 09.03.2022 & 02.08.2022 is annexed herewith as **Annexure "F"**. As and when MHADA allots the balance FSI, the Developer herein is entitled to use the same including fungible FSI which will be allotted by MHADA thereby constructing the proposed said Building total consisting of Stilt+16 (Sixteen) upper floors.
- (u) The Developers/Promoters have registered the said Building/Project with the Maharashtra Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation & Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**"). The Authority has duly issued the Certificate bearing No P51800034083 dated 24.03.2022 for the said Building / Project. Copy of the RERA Certificate is annexed hereto as **Annexure "G"**.
- (v) In the circumstances aforesaid, the Developers/Promoters is inter alia entitled to sell/allot all Flats/units/area and other tenements in the said

Building/Project (other than required to be allotted to the Existing Members of the Society) as it may deem fit and proper;

- (w) The Allottee/s is/are desirous of acquiring Flat bearing No. \_\_\_\_, admeasuring \_\_\_\_ sq. mtr. RERA carpet area, on the \_\_Floor, of the new proposed building, to be constructed by the Developers herein, which shall be known as “Rajshree Forty Three East”, lying, being and situated at, on Land (hereinafter referred to as the “**said Flat**”) as shown on the typical floor plan hereto annexed as **Annexure “H”**, bounded by red colour line and more particularly described in the Second Schedule hereunder written along with Car Parking Space(s) in Mechanical Car Parking Slot/Stilt Car Parking Space No. \_\_\_\_ (“**Car Parking Space**”) as shown on the parking plan hereto annexed as **Annexure “I”**, bounded by blue colour line and more particularly described in the Second Schedule hereunder (the said Flat and Car Parking Space/Slot are hereinafter collectively referred to as the “**said Premises**”) and has requested the Developers/Promoters to allot to him/her/them/it the said Premises. Acceding to the aforesaid request of the Allottee/s, the Developers/Promoters agree to allot to the Allottee/s, and the Allottee/s agrees to acquire from the Developers/Promoters, the said Premises for the consideration and on the terms and conditions hereinafter appearing;
- (x) Prior to execution of this Agreement the Allottee/s has/have demanded inspection from the Developers/Promoters and the Developers/ Promoters has given free, full and complete inspection to the Allottee/s of all documents of title relating to the said Property and also the plans, layout, designs and specifications prepared by the Developer’s/Promoter’s Architects, the certificate of title, revenue records and all other documents and all other documents as specified under RERA, including the rules and regulations made there under or any other applicable law;
- (y) Prior to execution of this Agreement the Allottee/s has examined the copy of the RERA Certificate and has also examined all documents and information uploaded by the Developers/Promoters on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects;
- (z) The Allottee/s, after being fully satisfied about the right and authority of the Developers/Promoters to develop the said Land including the said Property has agreed to purchase the said Premises from the Developers/Promoters and the Developers/Promoters has agreed to sell the same to the Allottee/s on the terms and conditions hereinafter set out;

- (aa) Under provisions of RERA, the Developers/Promoters is required to execute a written Agreement for Sale in respect of the Premises agreed to be sold to the Allottee/s and the Parties are therefore, executing these presents. The Allottee/s shall lodge this Agreement for registration before the concerned Sub-Registrar of Assurances for Registration and upon intimation of the same to the Developers/Promoters; the Developers/Promoters shall attend the office of Sub-Registrar of Assurances and admit execution thereof so as to get it registered under the provisions of Indian Registration Act, 1908.
- (bb) The Developers/Promoters has availed Construction Finance from AU SMALL FINANCE BANK LIMITED upon the sanctioned terms and conditions for which they have created charge on Property being Building known “Rajshree Forty-Three East” (MAHA RERA Registration No. P51800034083). In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated 31.03.2022 and Supplementary Indenture of Mortgage dated 29.11.2022 was executed between the Developers/Promoters as Mortgagor and AU Small Finance Bank Ltd as Mortgagee and have created a Mortgage on the Project “Rajshree Forty-Three East” (MAHA RERA Registration No. P51800034083) upon the terms and conditions mentioned therein. The said Indenture of Mortgage dated 31.03.2022 and Supplementary Indenture of Mortgage dated 29.11.2022 is registered with Office of Joint Sub Registrar of Assurances under registered document No. KRL 1 / 5930 / 2022 and KRL1/21512/2022 respectively.

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

**1. INTERPRETATION:**

- a. The recitals set forth above are and for all purposes shall be interpreted as being an integral part of this agreement and are incorporated in this Agreement by reference;
- b. Clause headings are for convenience purpose only shall not affect the interpretation except to the extent that the context otherwise required;
- c. In this Agreement unless there is anything inconsistent with or repugnant to the subject or context (a) singular shall include plural and vice versa and (b) masculine shall include feminine and vice versa;

**2. DEVELOPERS / PROMOTERS RIGHT OF DEVELOPMENT AND ACCEPTANCE THEREOF BY THE ALLOTTEE/S :-**

- a. The Promoters are entitled to development rights of the said Property and are developing the said Property.
- b. The Promoters *inter alia*, are constructing building to be known “Rajshree Forty-Three East” consisting of Stilt + 16 (sixteen) upper floors on the said Land, admeasuring 897.16 sq. meters or thereabouts and more particularly described in the First Schedule herein contained (the said Land is hereinafter referred to as “**the said Land**”). The Allottee/s confirms that the sanctioned/proposed tentative plan is already disclosed to him/her/them/it. The Allottee/s accepts and confirms that complete disclosure of the said Project is made by the Developers/Promoters and hereby consents to the same. In the circumstances, Allottee/s henceforth shall not raise any objection for development of said Project and/or development of any other building on the said Property or on the said Land including any additions and alterations therein. [This shall be treated as a written confirmation by the Allottee/s to such changes as proposed by the Developers/Promoters] Provided however that if such variations and modifications relates to addition and alteration in specification of the said Building, then the Developers/Promoters shall before carrying out such addition or alteration of the Building or common area, obtain prior consent of at least 2/3<sup>rd</sup> of the Allottee/s who have agreed to take premises in such Building.
- c. The Allottee/s hereby declares and confirms that he/she/they/it is/are aware that the Developers/Promoters are entitled to and propose to utilize entire development potential of the said Land including Fungible FSI. The Developers/Promoters are therefore, *inter alia* entitled to the development rights, benefits and potential including the right to use, consume, enjoy, assign and/or transfer, utilize all permissible FSI in respect of the said property including existing FSI, additional FSI, layout FSI, pro- rata FSI, and incentive FSI, FSI of tit-bit plot, fungible FSI, FSI of staircase, lift lobby, passage, electric meter cabin, substation, duct, society office, servant toilets, watchman cabin, garbage bin, refugee area, parking area or any other FSI which are permitted as per existing DC regulations by the MHADA and/or MHADB and/or MCGM and/or Government and/or any Concerned Authorities/ Departments/ Person/ Party/Agency/Board which may be available by payment of Premium and/or free arising out of the said Land in any manner and for any purpose, as may be permitted by law,

as the Promoters desire and deem fit in their sole, absolute and unfettered discretion.

- d. The Purchaser/s / Allotees/s do and each of them doth hereby agree that in event the consideration payable by the Purchaser/s / Allotees/s unto the Developers/Promoters herein, as required by AU Small Finance Bank Limited, then the same shall be transferred into the designated Rajshree Shivkunj Developers LLP RERA Collection Account No. – 22212533381\01272 being opened by the Developers/Promoters with AU Small Finance Bank Limited.
- e. The Purchaser/s / Allotees/s expressly recognizes, confirms, agrees and consents to the Promoters' rights, benefits and interests as aforesaid and to what is mentioned hereinabove in this clause AND the Allottee/s and/or the Society/s shall not raise any objection or dispute in respect thereof and/or in exercise of such rights by the Developers/Promoters.
- f. The Purchaser/s / Allotees/s acknowledges that, automatic sprinkler system shall be provided in each flat, lift lobby, common corridor of each floor, society office, fitness center, and car parking area on ground floor covering each car, mechanized car parking level in entire car parking covering each car parking level.
- g. The Purchaser/s / Allotees/s further acknowledges that, automatic smoke detection system shall be provided in the society office, fitness center, in electric meter room, in each lift machine room and pump room of the building.
- h. The Purchaser/s / Allotees/s agrees and acknowledges to cooperate with the Society in order to maintain the Fixed Fire Fighting Safety Mechanisms in good working order and efficient conditions all the time in accordance with the provisions of the Maharashtra Fire Prevention and Life Safety Measures Act or the rules.
- i. The Purchaser/s / Allotees/s shall not demand possession of the new flat for any reason whatsoever until the Occupation Certificate is received.
- j. The Purchaser/s / Allotees/s agrees and acknowledges that they shall not under any circumstances, use materials combustible in nature which may spread toxic fumes/gases for interior decoration and/or furnishing.

- k. The Purchaser/s / Allotees/s agrees and acknowledges that one of the lifts shall be converted into fire lift for enabling the fire services personnel for emergency purposes as and when required and that the Purchaser/s / Allotees/s shall not raise any dispute/hindrances for the same.
- l. The Purchaser/s / Allotees/s agree and acknowledge to get themselves and their family members trained for Fire Prevention and to extinguish fire at the initial stage, participate in mock evacuation drill, fix fire-fighting system and portable extinguishers as and when required in order to always maintain safety.
- m. The Purchaser/s / Allotees/s further agrees and acknowledges to cooperate with the Society to maintain the Refugee Area and free from all encroachments and encumbrances. The Purchaser/s / Allotees/s further agree and undertake to only use the Refugee Area for temporary shelter/emergencies and for the purposes of exercise/drills as required by the Fire Brigade Department and not for any other purposes.

**3. ALLOTMENT OF SAID PREMISES AND PAYMENT OF CONSIDERATION:-**

The Allottee/s hereby agrees to purchase from the Developers/Promoters and the Developers/Promoters hereby agrees to sell the said Premises being the Flat bearing No. \_\_\_\_, admeasuring \_\_\_\_ sq. mtr. RERA carpet area, on the \_\_Floor, of the new proposed building, to be constructed by the Developers herein, which shall be known as “**Rajshree Forty Three East**”, (hereinafter referred to as the “**said Flat**”) as shown on the typical floor plan hereto annexed as **Annexure “H”**, bounded by red colour line and more particularly described in the Second Schedule hereunder written, for the consideration of **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only).**

- a) The Purchaser/s / Allotees/s is also entitled to use \_\_\_\_ parking Slot/s in Stilt and/or Mechanical Parking No. \_\_\_\_\_ (“**Car Parking Slot**”) without any further consideration.
- b) The said Flat and Car Parking Slot are hereinafter collectively referred to as the said “**Premises**”).
- c) The total aggregate consideration amount for the Premises is thus **Rs. /- (Rupees \_\_\_\_\_ Only)** (“hereinafter referred to

as “**Entire Purchase Consideration**” which is inclusive of the proportionate cost of common area.

- d) The Purchaser/s / Allotees/s hereby agrees to pay to the Developers/Promoters the Entire Purchase Consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**, as per the instalments/stages set out in **Annexure “J”** annexed hereto.
- e) All payments to be made by the Purchaser/s / Allotees/s under this Agreement in favour of the Developers/Promoter shall be either by way of cheque/banker’s cheque/RTGS/NEFT as under:
- (i) If by way of cheque or banker’s cheque in favour of: “**Rajshree Shivkunj Developers LLP**” A/C No. “**2221253338101272**”
- (ii) If by way of RTGS/NEFT:

|   |                          |                                                                                                                    |
|---|--------------------------|--------------------------------------------------------------------------------------------------------------------|
| a | Name of Account Holder   | Rajshree Shivkunj Developers LLP                                                                                   |
| b | A/c. No.                 | 2221253338101272                                                                                                   |
| c | Name of Bank             | AU Small Finance Bank                                                                                              |
| d | Name of Branch & Address | Ghatkopar (E) Branch, Shop No.13 & 14, Neelkanth Regent, RN Narkar Marg, Pantnagar, Ghatkopar (E), Mumbai - 400075 |
| e | IFSC Code                | AUBL0002533                                                                                                        |

The Purchaser/s / Allotees/s shall on making a payment via RTGS/NEFT share with the Developers/Promoter the UTR Code/Reference No. to identify the payment. The Allottee/s shall be responsible for ensuring that payment of each installment is made within 14 (fourteen) days of the demand for the said installment made by the Developers/Promoters. Payment shall be deemed to have been made when credit is received for the same by the Developers/Promoters in their account.

- f) Further, the Developers/Promoters may, at their sole discretion, without prejudice to their other rights, charge a payment dishonor

charge of 1% for dishonor of a particular payment instruction in addition to the interest for delayed payment.

- g) The Entire Purchase 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 Local Bodies/ Government hereinafter from time to time. The Developers/Promoters undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the Competent Authorities, etc., the Developers / Promoters shall enclose the said notification/order/rule/regulation published/ issued in that behalf to that effect alongwith the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- h) The Developers/Promoters shall confirm the final carpet area that has been allotted to the Purchaser/s / Allotees/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. The Purchaser/s / Allotees/s hereby acknowledges and agrees that the aforesaid carpet area of the said Premises is always subject to a minor variation of up to +/-2% of the carpet area, and the Allottee/s shall not object to the same in any manner whatsoever. If actual carpet area works out to be more or less than 2% then the Entire Purchase Consideration payable by the Purchaser/s / Allotees/s for the said Premises shall stand increased/reduced proportionately, subject to the aforesaid variation cap of 2%. In case under above stated monetary adjustment, Allottee/s becomes liable for payment/price for any increase in any carpet area. Unless such amount/payment is paid by the Purchaser/s / Allotees/s to the Developers/Promoters, he/she/they/it shall not be entitled to the possession of the said Premises. In case of any decrease in carpet area by more than 2% then the Developers/Promoters shall be liable to pay such differential amount within 45 days to the Allottee.
- i) The Purchaser/s / Allotees/s authorizes the Developers/Promoters to adjust/ appropriate all payments made by him/her/them/it under any head(s) of dues against lawfully outstanding dues, if any, in his/her/their/its name as the Developers/Promoters may in its sole discretion deem fit and the Purchaser/s / Allotees/s undertakes not to

object/demand/direct the Developers/ Promoters to adjust his/her/their/its payments in any manner.

- j) The Purchaser/s / Allotees/s agrees and undertakes to pay the Entire Purchase Consideration as mentioned herein above as per the respective installment as & when it shall mature for payment. Upon completion of each stage, the Developers/Promoters shall issue demand letter to the Purchaser/s / Allotees/s by RPAD/courier/hand delivery at the address of the Purchaser/s / Allotees/s mentioned in this Agreement or by email on Purchaser/s / Allotees/s email address along with the said demand letter, Developers/Promoters shall enclose certificate of an Architect, inter-alia, certifying the completion of such stage. The said certificate shall be conclusive proof of the completion of such stage. The Purchaser/s / Allotees/s shall make payment of the respective installment within a period of 14 (fourteen) days of receipt of the said demand letter. It is however clarified that the aforesaid period of 14 (fourteen) days shall be calculated from the date of receipt of the first communication by the Developers/Promoters, in case the Developers/Promoters chooses to send such communication by more than one mode, i.e., RPAD/courier/email/hand delivery. In case of failure on the part of Allottee/s in adhering to the time schedule of 14 (fourteen) days, Promoters shall become entitle to take all such legal steps for breach of contract as contemplated under the provisions of Indian Contract Act, 1872. In case the Purchaser/s / Allotees/s commits any delay in making the said payment then the Purchaser/s / Allotees/s shall become liable to pay interest at the rate specified in the RERA and RERA Rules on all delayed payments. In addition to such rights and without prejudice to such rights, the consequences as contemplated in clause 8 below shall also become applicable and effective.
- k) The Purchaser/s / Allotees/s is/are aware in accordance with section 194-IA of the Income Tax Act, 1961, TDS as per prevailing Income Tax Act and Income Tax Rules has to be deducted of the Entire Purchase Consideration while making payment to crediting the account of the Developers/Promoters under this Agreement. The amount so deducted by the Purchaser/s / Allotees/s is/are required to be paid to the Income Tax Authorities on or before the 7<sup>th</sup> day of the English Calendar month. As required under the Income Tax Act, 1961 the amount of TDS deducted shall be paid by the Purchaser/s /

Allotees/s electronically only by using Form No.26QB. The TDS shall be acknowledged/credited by the Developers/Promoters, only upon the Purchaser/s / Allotees/s submitting the original TDS Certificate within 15 days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the data available with the Income Tax Department concerning the tax deducted at source on behalf of the Developers/Promoters in the prescribed Form No. 26AS of the Developers/Promoters. The Purchaser/s / Allotees/s further agrees and undertakes that if the Purchaser/s / Allotees/s fails and/or neglects to deduct the tax at source or fail/s to pay the same after deduction to the Income Tax Authorities, the Purchaser/s / Allotees/s alone shall be deemed to be an assessee-in-default in respect of such tax and the Developers/ Promoters shall not be liable for any statutory obligations / liability for non-payment of such TDS.

- l) The Purchaser/s / Allotees/s however agrees that at the time of handing over the possession of the said Premises, if any certificate, as contemplated in clause 3(k) hereinabove is not produced, the Purchaser/s / Allotees/s shall pay equivalent amount as interest free deposit with the Promoters, which shall be refunded by the Developers/Promoters on the Purchaser/s / Allotees/s producing such certificate within 90 days of possession. Provided further that in case the Purchaser/s / Allotees/s fails to produce such certificate within the stipulated period the Developers/Promoters shall be entitled to appropriate the said deposit against the receivable from the Allottee/s.
- m) All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate prescribed in RERA Rules from the date the said amount falls due till the date of receipt/realization of payment by the other Party.
- n) It is clarified and the Purchaser/s / Allotees/s accords his/her/their/its irrevocable consent to the Developers/Promoters to appropriate any payment made by him/her/them/it, notwithstanding any communication to the contrary, in the following manner:
  - i) First towards any Payment Dishonor charges in case of dishonor of payment or any other administrative expense incurred by the Developers/Promoters.

- ii) Second, towards interest as on date of delayed payments.
- iii) Third, towards statutory charges if applicable.
- iv) Fourth, towards costs and expenses for enforcement of this Agreement and recovery of amount/s due and payable by the Allottee/s under this Agreement.
- v) Fifth, towards outstanding dues towards Entire Purchase Consideration and other amounts payable by the Allottee/s in respect of the Premises or under this Agreement.

Under any circumstances, and except in the manner aforesaid, no express intimation or communication by the Purchaser/s / Allotees/s, with regards to the appropriation of the payments made hereunder shall be valid or binding on the Developers/Promoters.

4. In addition to the Consideration mentioned hereinabove, the Purchaser/s / Allotees/s shall at the time of taking possession of the said Premises pay/deposit with the Developers/Promoters the following amounts:
- a) Rs. 500/- for Share Money
  - b) Rs. 100/- for Membership Fees and
  - c) maintenance charges/ proportionate fund amount available in the Society as may be determined by the Developers/Promoters or the Association of Allottee/s (s) /Society.
  - d) Rs \_\_\_\_\_/- for six months advance deposit towards maintenance charges and other outgoings (plus applicable taxes).

**5. ADHERANCE TO SANCTIONED PLAN:-**

The Developers/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 said Flat to the Purchaser/s / Allotees/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the said Flat.

6. The Allottee/s is aware that as required by MHADA/MCGM while issuing the Building Plans, IOA/IOD the Developer/ Promoters have interalia given following undertaking:

- a. The building under redevelopment, is deficit of open spaces and the MHADA and/or MCGM will not be held liable for the same.
- b. The Purchasers/Allottee (s) shall not hold the MHADA and/or MCGM liable for any deficient in the open spaces.
- c. The Purchasers/Allottee (s) agrees for a no objection for the neighborhood development with deficient open space in future.
- d. The Purchasers/ Allottee (s) shall not hold MHADA and/or MCGM liable for failure of mechanical parking system/car lifts in future.
- e. The Purchasers/ Allottee (s) shall not hold MHADA and/or MCGM liable for the proposed inadequate sizes of rooms in future.
- f. The Purchasers/ Allottee (s) shall not hold MHADA and/or MCGM liable regarding inadequate maneuvering space of car parking in future.
- g. That the Purchasers/ Allottee (s) and/or Society will maintain and preserve the documents/plans already sanctioned or that can be sanctioned herein after and will also carry out periodical structural audit reports and carry out the repairs as may be necessary. Similarly, they will also carry out fire safety audit from time to time as per the requirement of the C.F.O. through the authorized agencies of MHADA and/or MCGM. The Purchasers/ Allottee (s) will comply with the aforesaid. This condition forms the essence of the contract. On the basis of the assurance given by the Purchasers/ Allottee (s) the Developer/ Promoters agree to sell the said Premises to the Purchasers/ Allottee (s).
- h. That the dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the larger property by the residents/occupants of the building in the jurisdiction of MCGM.

**7. TIME IS OF ESSENCE FOR BOTH PARTIES (DEVELOPERS/PROMOTERS AND THE ALLOTTEE/S):-**

Time is of essence for the Developers/Promoters as well as the Purchaser/s / Allotees/s. The Developers/Promoters shall abide by the time schedule for completing the project and handing over the said Premises to the Purchaser/s / Allotees/s after receiving the occupancy certificate subject to what is stated in clause 11(b) below. Similarly, the Purchaser/s / Allotees/s shall make timely payments of the instalment and other dues payable by him/her/them/it and shall comply with the other obligations under this Agreement.

**8. CONSEQUENCES UPON FAILURE IN ADHERING TO TIME SCHEDULE:**

a. Save and except the Force Majeure events, as described herein, if the Developers/Promoters fails to abide by the time schedule for completing the project and handing over the said Premises to the Purchaser/s / Allotees/s, the Developers/Promoters agree to pay to the Purchaser/s / Allotees/s, who does not intend to withdraw from the project, interest as specified in RERA Rules, on all the amounts paid by the Purchaser/s / Allotees/s for every month of delay, till the handing over of possession. The Allottee/s agrees to pay to the Developers/Promoters, interest as specified in RERA Rules, on all the delayed payment/s which become due and payable by the Purchaser/s / Allotees/s to the Developers/Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/s / Allotees/s to the Promoters.

b. Without prejudice to the right of the Developers/Promoters to charge interest in terms of sub clause 3(f) above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Developers/Promoters under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings), the Developers/Promoters may at its own option, terminate this Agreement:

Provided that, before termination of the Agreement, the Developers/Promoters shall give notice of 15 days in writing to the Allottee/s by registered Post A.D (RPAD) at the address provided by the Allottee/s and/or mail at the email address provided by the Allottee/s of its 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 Allottee/s fails to rectify the breach or breaches mentioned by the Developers/Promoters within the period of notice then, at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that, upon termination of this Agreement as aforesaid, the Developers/Promoters shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages as provided herein) within a period of 30 days of the termination

against the Allottee/s executing and registering requisite Deed of cancellation, other writings/instruments as may be necessary and returning original of this agreement duly cancelled. It is agreed and understood that after offering the refund as stated above to the Allottee/s, it shall be construed as due compliance by the Developers/Promoters of the termination clause and accordingly thereafter Developers/Promoters shall be at liberty and shall have all legal right to allot and/or sell/transfer the said Premises to any third party upon such terms and conditions as may be deem fit by the Developers/Promoters. The Allottee/s shall not be entitled to raise any dispute or objection for such third-party allotment of the said Premises by the Developers/Promoters.

c. The liquidated damages shall include:

- i. 10% of the amount of Entire Purchase Consideration,
- ii. interest on any over dues payment,
- iii. brokerage paid to channel partners/brokers, if any,
- iv. any amount paid by the Developers/Promoters to any of the Government Authorities in respect of this agreement allotment of said Flat to the Allottee/s including stamp duty, registration charges, GST or any other taxes paid to any authorities,

It is agreed and understood that after deducting the total amount of liquidated damages under all the heads mentioned above the balance amount if any shall be refunded to the Allottee/s in the manner stated above and that too simultaneously upon Allottee/s executing and registering the Deed of Cancellation of this Agreement and other writings/instruments as may be necessary. The Parties further confirm that any delay or default in such execution/registration shall not prejudice the cancellation, the Developers/Promoters' right to forfeit and refund the balance to the Allottee/s and the Developers/Promoters' right to sell/transfer the said Premises to any third party. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the said Premises and/or any part or portion thereof and/or the Project and/or the said Property and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Developers/Promoters in any manner whatsoever. The Allottee/s acknowledges and confirms

that the provisions of this clause shall survive termination of this Agreement.

- d. In the event, the Allottee/s intends to terminate this Agreement, then the Allottee/s shall give a prior written notice (“**Notice**”) of 90 (ninety) working days to the Developers/Promoters expressing his/her/their/its intention to terminate this Agreement. Upon receipt of Notice for termination of this Agreement by the Developers/Promoters, the procedure and consequences upon termination as contemplated in the clause above shall become automatically applicable. In such an event, the Developers/Promoter’s obligation to refund amount of consideration already received by the Developers/Promoters against the Entire Purchase Consideration in respect of the said Premises shall be subject to the deductions made in accordance with the clause above. The Allottee/s shall enter and register requisite Deed of Cancellation, other writings/instruments as may be necessary and handover the original of this Agreement and all other documents relating to the said Premises by the Allottee/s to the Developers/Promoters.

**9. DISCLOSURE ABOUT PENDING LITIGATION, IF ANY:-**

While registering the said Project with the Regulatory Authority, Developers/Promoters have disclosed that there are no pending litigation pending in any courts of law / tribunals in respect of said Project.

**10. AMENITIES AND FIXTURE:-**

- a. The Developers/Promoters shall construct the said Building as per specifications approved by the MHADA/Municipal Corporation and/or any other competent authority including RERA and provide amenities and facilities in the said Flat as well as common area/limited common area and all facilities and amenities of standard quality as per the specification and list of amenities set out in the **Annexure ‘K’** to this Agreement. The Allottee/s confirms that the specifications, fixtures, fittings and amenities mentioned in **Annexure ‘K’** hereto are tentative and are subject to availability of the same. In case of unavailability, the Developers/Promoters are entitled to give an equivalent product and the Allottee/s hereby irrevocably grants his consent to the same.
- b. The Allottee/s agrees and covenants that the amenities contained in **Annexure ‘K’** shall be provided by the Developers/Promoter as per the timelines mentioned in the RERA Registration of the Project.

**11. POSSESSION DATE:-**

- a. It is expressly agreed by and between the Allottee/s and the Developers/Promoters that the Developers/Promoters will endeavor to hand over the possession of the said Premises by 30<sup>th</sup> June, 2025, PROVIDED the Developers/Promoters have received the Entire Purchase Consideration as above of the said Premises and all other amounts payable by the Allottee/s to the Developers/Promoters under these presents unless the delay in handing over possession is on account of Force Majeure as defined hereunder (hereinafter “**Force Majeure Event**”). For the purpose of this clause, the “Entire Purchase Consideration” shall include the interest/penalty payable by the Allottee/s to the Developers/Promoters in accordance with the terms of this Agreement, as well as other amounts payable by the Allottee/s as provided in this Agreement.
- b. For the purpose of these presents “Force Majeure Event” shall mean any event or circumstance or combination of events or circumstances set out below that affects the Developers/Promoter in the performance of his obligations in accordance with the terms of this Agreement:-
  - i. Acts of God i.e. fire, drought, flood, typhoon, tornado, landslide, avalanche, tempest, storm, earthquake, epidemics or exceptionally adverse weather conditions and any other natural disasters
  - ii. Non-availability of steel and/or cement or any such building material or by reason of war, civil commotion, uprising against constituted authority, riots, insurgency, embargo, revolution, acts of terrorism, military action, vandalism, rebellion, insurrection, acts of hostile army or any act of God or any prohibitory order of any court against development of Property; or
  - iii. any notice, order, rules, notification of the Government and/or other public or competent authority including of lockdown; or
  - iv. Explosions or accidents, air crashes, nuclear radiation, sabotage which directly affects the redevelopment project of the Society;
  - v. Strikes, lock-outs in government departments connected with the Project causing delays in obtaining Approvals;

- vi. any change in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the building; or
- vii. any restraint and/or injunction and/or prohibition order of any court and/or any other judicial or quasi-judicial authority and/or any statutory or competent authority; or
- viii. any change in law, order of any court or authority which affects the performance of the Developers/Promoters under this Agreement; or
- ix. delay in sanction of building plans or further permissions or grant of any NOC/permission/ licence/connection for installation of any services, such as lifts, electricity and water connections and meters to the project/unit/road or completion certificate from appropriate authority; or
- x. delay or default in payment of dues by the Allottee/s under these presents (without prejudice to the right of the Developers/Promoters to terminate this agreement as mentioned hereinabove); or
- xi. Acts of terrorism; or
- xii. War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions
- xiii. Epidemics/Pandemics or such widespread outbreak, national lockdown etc.
- xiv. The occurrence of any change or introduction or interpretation of the policy of a Government Authority and/or any orders, notices or judgments by any court/forum or Government Authority which actually delays/ suspends/stops the construction or Development or sales of the Project or the Launch or restricts the issuance of an occupation certificate or orders that any further construction shall be subject to the final outcome of the relevant litigation and which directly affects the redevelopment project of the Society.

- c. The Parties agree that if on account of Force Majeure Event, construction is delayed then the date of handing over possession will automatically stand extended to further reasonable time. For the purposes of this clause, a reasonable time will, at least, be equivalent to the aggregate of the period of the subsistence of an event or events and 6 (six) month recommencement period.
- d. If the Developers/Promoters fails or neglects to give possession of the said Premises to the Allottee/s as stated hereinabove save and except on account of Force Majeure (as defined in Clause above) or any reasons beyond their control, then the Allottee/s shall be entitled to after giving 30 days' notice in writing, to terminate the Agreement and thereupon the Developers/Promoters shall be liable on demand to refund to the Allottee/s amount already received by him in respect of the said Premises along with interest at the rate stipulated in RERA Rules from the date of the receipt of such amount till refund simultaneously against the Allottee/s executing and registering requisite Cancellation Deed and other writings/instruments as may be necessary. It is agreed that upon refund of the said amount together with interest as stated hereinabove, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the said Premises or against the said Property in any manner whatsoever and the Developers/Promoter shall be entitled to deal with or dispose of the said Premises to any person or party as the Developers/Promoter may desire at its absolute discretion.

## **12. PROCEDURE FOR TAKING POSSESSION:-**

- a. Subject to the Allottee/s not being in breach of any of the terms hereof and the Allottee/s having paid all the dues and amounts hereunder including the Entire Purchase Consideration, the Developers/Promoters, upon obtaining the Occupancy Certificate (the Occupancy Certificate maybe for part or whole of the building) from the competent authority, shall offer in writing the possession of the said Premises to the Allottee/s as per the terms of this Agreement, to be taken within 15 days from the date of issuance of such written intimation and the Developers/Promoters shall give possession of the said Premises to the Allottee/s subject to the Allottee/s making payment to Developers/Promoters of Entire Purchase Consideration, or any other amounts payable under this Agreement. The Developers/Promoters on

its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the Occupancy Certificate in respect of the said Building in which said Premises is situate.

- b. The Allottee/s shall take possession of the Premises within 15 days of the Developers/Promoters giving written notice to the Allottee/s intimating that the said Premises is ready for use and occupation. Even if the Allottee/s does not take possession of the said Premises, still he/she/they/it shall become liable for the payment of maintenance charges as mentioned hereinafter, so also for all other taxes, levies, cesses and charges as may be imposed or become payable in respect of the said Premises.
- c. Within 15 days of the Developers/Promoters' giving written notice to the Allottee/s intimating that the said Premises is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said Premises) of outgoings in respect of said Premises, the said Building, the Property, the said Larger Property as well as common amenities and facilities including water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars/security guards/security agency, sweepers, property managers/property management company/s, facility service provider and all other expenses necessary and incidental to the management and maintenance of the said Premises, the said Building and/or the said Property as well as common areas, recreational facilities and amenities provided therein. The Allottee/s further agrees that till the Allottee/s 's share is so determined, the Allottee/s shall pay to the Developers/Promoters/ Society provisional monthly contribution of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) calculated at Rs. 11/- per sq. ft. (carpet area) per month (plus applicable taxes) towards the aforesaid outgoings. The Allottee/s shall pay such provisional contribution quarterly from the date the Developers/ Promoters notify them that the said Premises is ready for occupation on the 5<sup>th</sup> day of each and every quarter in advance and shall not withhold the same for any reason whatsoever. In case of delay, the Allottee/s shall be liable to pay interest as defined in clause above from the 1<sup>st</sup> day of the month till the date of payment. Non-payment or default in payment of said amounts shall be regarded as the default on the part of Allottee/s and shall entitle the Developers/Promoters to terminate this Agreement in

accordance with the terms and conditions contained herein and particularly in clause 8(b) above. Notwithstanding anything contained hereinabove, the Allottee/s shall pay an amount equivalent to six months provisional monthly contribution and outgoings by way of interest free security deposit to the Promoters on or before taking possession of the said Premises, which amount (after adjusting any outstanding amount) shall be handed over to the Society of the Allottee/s at the time of handing over charge of the management of the said Building. The amount so paid by the Allottee/s to the Developers/Promoters shall not carry any interest and as such while handing over the balance if any to the Society, the Developers/Promoters shall not be liable to pay any interest thereon.

- d. The Allottee/s shall also be liable to bear and pay property tax, betterment charges, local taxes and all other levies (by whatever name it is called) payable to MHADA/Municipal Corporation, Local Authorities and or any other Government and Semi-Government Authorities (herein after referred to as the Property Tax) on actual basis. The Allottee/s shall directly pay an amount towards Property Tax, Electricity Bill/ Deposit, Mahanagar Gas Ltd. Bill/ Deposit, to MHADA/Municipal Corporation, Local Authorities and or any other Government and Semi-Government Authorities on actual basis on or before taking possession of the said Premises. The Promoters shall handover the balance amount if any after handing over charge of said Building to the society of the Allottee/s and recover the shortfall if any. In case Property Tax bills are not issued in the name of the Allottee/s and are issued in the name of Developers/Promoters, in that event the Allottee/s shall pay their share of the Property Tax Electricity Bill, Mahanagar Gas Ltd. Bill to the Developers/Promoters in advance to enable the Developers/Promoters to make timely payment of the Property Tax bills.

**13. FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF THE SAID PREMISES/FLAT:-**

- a. Upon receiving a written intimation from the Developers/Promoters as per clause 12 above, the Allottee/s shall take possession of the Flat/Premises from the Developers/Promoters by executing necessary documents. In case the Allottee/s fails to take possession within the time provided in clause 12(b) above the Allottee/s shall continue to be

liable to pay maintenance charges as applicable as stated above. Upon receiving possession of the said Premises / Flat or expiry of the said 15 days from offering of the possession (“**Offer to Possession Date**”), the Allottee/s shall be deemed to have accepted the said Premises, in consonance with this Agreement, and shall thereafter, not have or make any claim/s against the Developers/Promoters, with respect to any item of work alleged not to have been carried out or completed. The Allottee/s expressly understands that from such date, the risk and ownership to the said Premises shall pass and be deemed to have passed to the Allottee/s.

- b. The Allottee/s hereby agrees that in case the Allottee/s fails to respond and/or neglects to take possession of the said Premises within the time stipulated by the Developers/Promoters, then the Allottee/s shall in addition to the other charges stated in clause 12(c) above, also pay to the Developers/Promoter holding charges at the rate of Rs. 20/- (Rupees Twenty Only) per month per sq. ft. of the Carpet Area of the Premises/Unit (“**Holding Charges**”) and applicable maintenance charges towards upkeep and maintenance of the common area and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Premises/Society shall remain locked and shall continue to be in possession of the Developers/Promoter but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.
- c. If within a period of five years from the date of Occupation Certificate or handing over possession of the said Premises to the Allottee/s, whichever is earlier, the Allottee/s brings to the notice of the Developers/Promoters any structural defect in the said Premises or any defects on account of workmanship, quality, then wherever possible such defects shall be rectified by the Developers/Promoters at its own cost and in case it is not possible to rectify such defects then the Allottee/s shall be entitled to receive from the Developers/Promoters reasonable compensation for such defect. However, if the Allottee/s carries out any alteration or addition or change in the said Premises without obtaining prior written permission of the Developers/Promoters and of the concerned authorities wherever required, then, in that case the liability of the Developers/Promoters shall come to an end and the Allottee/s alone shall be responsible to rectify such defect or change at his own cost.

- d. Notwithstanding anything contained in sub-clause (c) above the Allottee/s doth hereby admit and accept that he/she/they/it shall not be entitled to seek the rectification within 5 years as provided in above clause from the Developers/Promoters and/or at the cost of Developers/Promoters, if such defects occur a) due to carrying out any structural additions or alterations or internal changes by the Allottee/s in and over the said Premises/Flat and or b) due to causing of any damage to the water proofing treatment carried out by them on account of any acts and/or omissions on the part of the Allottee/s and/or anybody claiming through or under him/her/them/it as the case may be, and/or c) due to any man handling and/or any misuse of the said Premises/ Flat and/or of the said amenities, fixtures, etc. and/or d) due to carrying out renovation/additions or alterations/structural/ internal changes by any other Allottee/s within his/her/ their/its respective Premises and thereby causing of any damage by them to the said Building or any part thereof or water proofing treatment given by them as the case may be, e) due to installation/fixation of anything including dish antenna, bench, grill, signboard, mobile tower/receiver.
- e. Any damage due to wear and tear or alteration/addition of whatsoever nature is caused thereto (save and except the defects as mentioned in clause 13 (c) the Developers/Promoters shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee/s and the Allottee/s alone shall be liable to rectify and reinstate the same at his/ her own costs.
- f. The Allottee/s shall maintain the fixtures and fittings provided by the Developers/Promoters at its own cost. The Developers/Promoters will hand over the warranty cards (if any provided by the manufacturer for a period mentioned therein) to the Society. In case of any issues, the Society shall directly pursue the issue with the concerned manufacturer/agency for getting the same repaired/replaced.

#### **14. USER OF PREMISES:-**

- a. The Allottee/s shall use the said Flat or any part thereof or permit the same to be used only for purpose of residential. The Allottee/s shall use Car Parking Slot(s) only for purpose of keeping or parking his/her/their/its vehicle.

- b. The Allottee/s shall cooperate with the Society to maintain Car Parking Slot (s) regularly.
- c. The Allottee/s shall not create any nuisance of car exhaust/ smoke/ light/noise in Ground Floor and Stilt floor parking.
- d. The Allottee/s shall not use the Car Parking Slot(s) for dwelling purpose/repairing/maintenance purpose nor shall use naked light/flame at any time under any guise.
- e. The Allottee/s shall not use, deal, allot, transfer and/or sell the guest parking's and the same shall be specifically kept for guest parking only.
- f. The Allottee/s shall at all times abide by the rules and regulations laid down for mechanical car parking to avoid any mishaps.
- g. The Allottee/s shall give undertaking to use the said Premises in question for Residential purposes and not to change the user thereof, and to abide by the bye-laws, rules and regulations of the Society.
- h. The Allottee/s shall not under any guise or reason install radio/TV antenna, attachments or any other attachment or fixtures of any kind whatsoever above the top elevation of 57.13 M.
- i. The Allottee/s shall not use any light or combination of light which by reason of its intensity, configuration or colour cause confusion with the aeronautical ground lights of the Airport. Further, the Allottee/s shall not do any activity that shall affect the safe operation of flights. The Purchaser/Allottee agree and acknowledge that they shall not claim any compensation/claim against any aircraft noise, vibrations, damages etc. that may be caused by due aircraft operations.

**15. MEMBERSHIP IN EXISTING CO-OPERATIVE SOCIETY:-**

- a. Under the Development Agreement, the Society has agreed and undertaken to admit the Purchasers/Allottee(s) as members of the said Society of the said Building after the completion of the said Building and upon the Developer making an application on behalf of the Prospective Purchaser/Allottees, to the Society for admitting the Prospective Purchaser/Allottees as its member subject to the payment

of the payment of share application entrance fee and pro rata amounts as mentioned therein.

- b. Accordingly, after the Purchaser/Allottee(s) herein pays the entire amount required to be paid by them under Clause 3 and 4 above, the Developers/Promoters shall make the requisite application to the Society on behalf of the Prospective Purchaser/Allottee to admit the Prospective Purchaser/Allottee as its Member.
- c. The Developers/Promoters shall assist the Purchasers/Allottee(s) in becoming a member of the said Society in accordance with law. The Allottee/s herein shall fully co-operate with the Developers/Promoters in becoming a member of the said Society, and for that purpose, from time to time, sign and execute applications and other documents to become a member and to sign and return all the documents along with true copy of duly registered Agreement and payment of charges of membership, entrance fees, share money and admission fee to the Developer within seven days of receipt, thereof, time being of the essence.
- d. The Allottee/s shall observe and perform all bye-laws, rules and regulations that are adopted by the said Society, regarding the occupation and use of the said Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- e. The Allottee/s agrees and undertakes not to sell, transfer, and assign the said Premises to any other person before becoming a member of the said Society. In case the Allottee/s desires to sell or transfer the said Premises before becoming a member of the said Society, he/she/they/it shall be entitled to do so only with the prior written consent of the Developer/Promoters herein, such request will be considered only if the Allottee/s has paid Entire Purchase Consideration payable by him/her/them/it under this Agreement to the Developer.
- f. Upon the said Allottee/s becoming a member of the said Society, the rights, benefits, and interests of the Purchasers/Allottee(s) shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, covenants, stipulations and provisions of this Agreement.

**16. ACCEPTANCE BY ALLOTTEE/S ABOUT PROMOTER'S LIABILITY:-**

SAVE AND EXCEPT as provided under RERA, the Developers/Promoters shall not be liable to give any account to the Allottee/s and/or to the said Society for and of above stated amounts. It is also agreed and accepted that unless entire amounts as mentioned herein and other applicable statutory taxes are fully paid by Allottee/s, he/she/they shall not be entitled to demand the possession of said Premises.

**17. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPERS/PROMOTER:-**

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

- a) Subject to what has been stated hereinabove and/or in the title certificate and/or disclosed on the website of the authority under RERA, Developers/Promoters have requisite rights to carryout development upon the said Land including the said real estate project for implementation of the said Project.
- b) The Developers/Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite permissions approvals as and when required under law and further approvals from time to time to complete the development of the said Project.
- c) There are no encumbrances upon the said Project except those disclosed in the title report and/or disclosed on the website of the regulatory authority under RERA.
- d) There are no litigations pending before any Court of law with respect to the said Real Estate Project except those disclosed in the title report and/or disclosed on the website of the regulatory authority under RERA and/or disclosed herein. All approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law.
- e) The Developers/Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein upon said Flat and/or said concerned Car Parking Slot, may prejudicially be affected;

- f) The Developers/Promoters have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party in respect of the said Flat which will, in any manner, affect the rights of Purchasers/Allottee(s) under this Agreement;
- g) The Developers/Promoters will 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 till completion of said real estate project and/or till offering possession of said Flat to Purchasers/Allottee(s), whichever is earlier.
- h) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received or served upon the Developers/Promoters in respect of the said Property and/or the Project except those disclosed in the title report.

**18. WARRANTIES AND COVENANTS OF AND BY THE ALLOTTEE/S:-**

The Allottee/s has himself/herself/themselves/it's with intention to bring all persons into whosoever is hands the Premises may come, hereby covenants with the Developers/Promoters as follows:-

- a) The Allottee/s shall use the said Flat or any part thereof or permit the same to be used only for residential purpose as may be permissible under the law. Allottee/s shall use Car Parking Slot only for purpose of keeping or parking his/her/their/its owned vehicle.
- b) The Allottee/s shall maintain the said Premises at his/her/their/its own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Building in which the said Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Flat is situated and to the said Flat itself or any part thereof without the consent of the local authorities, if required.
- c) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages

which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Premises is situated, including entrances of the building in which the said Premises is situated and in case any damage is caused to the said Building in which the said Flat is situated or the said Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

- d) To carry out at his/her/their/its own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Developers/Promoters to the Purchasers/Allottee(s) and shall not do or suffer to be done anything in or to the said Building in which the said Premises is situated or the said Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall solely be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- e) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the Flat 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 said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural changes in the Flats/Premises without the prior written permission of the Developers/Promoters and/or the said Society.
- f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and/or the said Building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Land and the said Building in which the said Premises is situated.

- h) The service area provided for servicing the plumbing and other utility services and toilets shall be used for the purpose of such servicing only.
- i) Pay to the Developers/Promoters within fourteen days of demand by the Promoters, his/her/their/its share of security deposit and/or such other charges, amount, moneys, taxes, cess, etc. as the case may be payable by the Allottee/s under this Agreement and/or as may be demanded by the concerned local authority or Government or water, electricity or any other service providers in connection to the building in which the Flats/Premises is situated and/or in respect of said Premises.
- j) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Allottee/s to any purposes other than for purpose for which it is sold and/or for any other reasons.
- k) The Allottee/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 said Premises until all the dues payable by the Allottee/s to the Developers/Promoters under this Agreement are fully paid up and until the Allottee/s has been admitted as member of the said Society and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Developers/Promoters and obtained the prior written consent of the Developers/Promoters for such transfer, assign or part with the interest etc.
- l) The Allottee/s shall observe and perform all the rules and regulations which the Society 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 said Premises therein and/or for any other reasons 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/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises in the said 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.

- m) The Allottee/s shall permit the Developers/Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land or any part thereof to view and examine the state and condition thereof.
- n) The Allottee/s hereby confirms and acknowledges that the specifications mentioned in the advertisement/ communications or the sample Flat and its colour, texture, the fitting(s), fixture(s), furniture, items, electronic goods or any installations depicted therein are only suggested and are for the purpose of show casing the said Flat and the same are not intended to be provided as a standard specifications and/or services or cannot be construed as same or Developers/Promoter is not liable /required to provide the same other than as expressly agreed by the Developers/Promoter under this Agreement. The Allottee/s has not relied on the same for his decision to acquire the said Premises and also acknowledges that the Allottee/s has seen all the sanctioned layout plans, specifications and time schedule for completion of the said Project.
- o) Not to change and/or alter the elevation and the colour scheme of the said Building.
- p) Not to enclose and/or undertake and do any construction in the stilt area of the said Building.
- q) Not to make any extensions, additions, in or around his/her/their/its said Premises which may be considered illegal and as violation of Occupation Certificate of the particular said Premises. In such event such an illegal alteration is carried out then the Allottee/s shall remove /demolish it within three days of it being brought to his notice. The Allottee/s shall not attempt to regularize such an illegal alteration.
- r) Not to transfer, assign, give on leave and license, caretaker, paying guest or tenancy basis or induct any person/s into or part with the said Premises and/or any part thereof and/or the Allottee/s right, interest or benefit under this Agreement or part with the possession of the said Premises and/or any part thereof without the prior written consent of the Developers/Promoters. The Developers/Promoters shall grant such consent to the Allottee/s only if the Allottee/s has/have not committed any breach or violation of any of the terms, conditions, covenants, stipulations or provisions of this Agreement. Such consent shall be subject to the terms and conditions imposed and stipulated by the Developers/

Promoters in this regard, including payment of such transfer charges, fees and/or other amounts to the Developers/Promoters, as may be specified by the Developers/Promoters and payment in full of all amounts, dues and charges payable by the Allottee/s to the Developers/Promoters under this Agreement.

- s) While carrying out any work the Allottee/s shall ensure that the water proofing treatment given by the Developers/Promoters in the toilets is not damaged. The Allottee/s shall also ensure that the plumbing lines provided in the said Premises are not shifted. If on carrying out the work any leakage and/or seepage of water takes place then the Allottee/s alone shall be liable and responsible to rectify such defects at their own costs and expenses. Likewise in case, while carrying out the said work, the said Building or any part thereof including the adjoining said Premises and/or the Flats/Premises on the upper and lower floors are damaged then the Allottee/s alone shall be liable and responsible to rectify such damages at their own cost and expenses.
- t) The Purchasers/ Allottee (s) shall not under any guise or reason cause any tree to fall without any bonafide reason without the prior approval of the concerned authority. In case of such an event, where prior permission/consent was not obtained, such Member responsible shall solely be liable for the consequences arising thereto.
- u) The Member shall not plant any tree for any reason whatsoever in the compulsory open space (north side of the said property) and near the access area of the entrance gate and in any window/s of the said new Premises.

#### **19. RIGHTS OF THE DEVELOPERS/PROMOTERS :-**

The Developers/Promoters shall not be liable to bear or pay any amount by way of contribution, deposits, transfer fees, non-occupancy charges, donation, premium or otherwise howsoever to the Society in respect of any unsold/un-allotted Flats/Car Parking Spaces/Slots in the said Building, save and except the monthly out goings payable to the said Society, property taxes payable to the Municipal Corporation, electric charges payable to the service provider in respect of such unsold Flats/Car Parking Slots. The Developers/Promoters will be entitled to apply for and obtain reduction in and the refund of the municipal and other taxes, cesses, assessments and levies on account of the vacancy of the un-allotted/unsold Flats/Car Parking Spaces/Slots. In case the

Developers/Promoters are liable to pay or have paid the same in respect of such, Flats/Car Parking Spaces which are not allotted, sold and disposed of and any refund of any such taxes, cesses, assessments or other levies made by the Municipal Corporation or any other Government, local or public body or authority is received by the Society in respect of such unsold or un-allotted Flats/Car Parking Spaces/Slots, then the Society as the case may be shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to the Developers/Promoters, whether the Developers/Promoters have demanded the same or not. All unsold and/or unallotted premises, areas and spaces in the said Building, including without limitation, Car Parking Spaces/Slots in the said Building(s) and the Developers/Promoters shall continue to remain in overall possession of such unsold and/or unallotted Flats/Car Parking Spaces/Slots and shall be entitled to enter upon the said Property and the said Building to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developers/Promoter may deem necessary.

#### **20. WAIVER**

Any delay tolerated or indulgence shown by the Developers/ Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Developers/Promoters shall not be construed as a waiver on the part of the Developers/Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Developers/Promoters.

#### **21. MAINTAINANCE OF SEPARATE ACCOUNT: -**

The Developers/Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee/s as advance or deposit, sums received on account of the share application money for the membership of the said Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

#### **22. RESTRICTION ON RIGHT OF ALLOTTEE/S :-**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Land and the said Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Flats/Premises hereby agreed to be sold to him and all open spaces, common areas parking spaces, lobbies,

staircases, lift area, terraces recreation spaces, internal road in the layout etc. will remain the property of the Society

**23. RIGHT TO MORTGAGE OR CREATE A CHARGE:-**

- a) The Developers/Promoters may take loan/financial assistance from any bank and/or other institutions for development of the said Land, and for that purpose the Developers/Promoters may create mortgage/charge/lien over the cash flows of the said Premises /saleable components to be constructed on the said Building, except on the Premises to be handed over to the original members of the said Society, to secure loan/advance that may be lent or advanced by the Bank/Financial Institutions/entity to the Developers/Promoters. However, the Developers/ Promoters shall be liable to repay the loan, interest and penalty (if any) to Bank/ Financial Institutions /entity.
- b) In case if the Allottee/s avails financial assistance or home loan inter-alia for purchasing an acquiring the said Premises, then in that event, Developers/Promoters shall at the request and at the cost of Allottee/s, allow the charge or mortgage to be created upon the said Premises of such financial institution from whom the Allottee/s shall avail such financial assistance or loan. It is agreed and understood that the entire responsibility/liability of repayment of the said financial assistance / loan shall be that of the Allottee/s alone. The Developers/ Promoters in no way shall be liable for the payment of or repayment of the said financial assistance/ loan to the said financial institution. The Allottee/s alone shall be liable and responsible for all consequences, costs and/or litigations that may arise due to non-payment and default in repayment of said financial assistance and loan. In any case mortgage or charge that shall be created pursuant to availing of such financial assistance/ loan by the Allottee/s, shall be subordinate to the rights of the Developers/Promoters and be limited to and/or restricted to or upon to the said Premises only. Save and except the said Premises, no other portion of the said Building and/or said Land shall be encumbered or charged with any liability of mortgage or otherwise against said financial assistance/home loan.
- c) The Allottee/s hereby expressly agrees that so long as the loan and Entire Purchase Consideration remains unpaid/outstanding, the Allottee/s subject to the terms hereof shall not sell, transfer, let out and/or deal with the said Premises in any manner whatsoever without obtaining prior written permission of the Developers/Promoters and the relevant

bank/financial institutions which have advanced the loan. The Developers/Promoters shall not be liable for any of the acts of emission or commission of the Allottee/s which are contrary to the terms and conditions governing the loan. It shall be the responsibility of the Allottee/s to inform the Society about the lien/charge of such banks/Financial Institutions and the Developers/Promoters shall not be liable or responsible in any manner whatsoever.

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

#### **24. BINDING EFFECT:-**

Forwarding this Agreement to the Allottee/s by the Developers/Promoters does not create a binding obligation on the part of the Developers/Promoters or the Allottee/s until, firstly, the Allottee/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 Allottee/s and secondly, appear for registration of the same before the concerned Sub-Registrar of Assurances as and when intimated by the Developers/Promoters. If the Allottee/s fails to execute and deliver to the Developers/Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appears before the Sub-Registrar for its registration as and when intimated by the Developers/Promoters, then the Developers/Promoters shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 7 (Seven) days from the date of its receipt by the Allottee/s, at the instance of the Developers/Promoters, application of the Allottee/s for allotment of Flat shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever and by deducting therefrom 50% of the sum till then deposited by the Allottee/s which promoters towards administrative cost and or cancellation money as the case may be.

25. This Agreement along with its recitals, schedules, annexures, etc., sets forth the entire agreement and understanding between the Developers/Promoters and the Allottee/s and supersedes, cancels and/or merges:

- a) Any understandings, including terms and conditions contained in any agreements, irrevocable consents, negotiations, commitments, writings, allotment letters, booking form, correspondences, arrangements etc. whether written or oral, etc. between the Allottee/s and the Developers/Promoters prior to the date of execution of this Agreement;
- b) All the representation, warranties, commitments, etc. made by the Developers/Promoters in any documents, brochure, hoarding, etc. and/or through on any other medium; and
- c) The Developers/Promoters shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties etc. and/or compliance thereof other than expressly agreed by the Developers/Promoters under this Agreement.

**26. RIGHT TO AMEND:-**

This Agreement shall not be amended by either of the Parties without mutual consent of each other. Amendment, if any is to be made to this Agreement shall be made only by written consent of both the parties, and not otherwise.

**27. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S / SUBSEQUENT ALLOTTEE/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 Allottee/s of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.

**28. SEVERABILITY:-**

If any provision of this Agreement shall be determined to be void or unenforceable under the provisions of RERA Act or the Rules framed thereunder then, such provisions of the Agreement shall be deemed to have been amended or deleted and or shall be considered as 'severed' from this agreement as if it was not forming part of this agreement. But in that eventuality the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**29. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-**

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s s in Project, the same shall be in the proportion which the carpet area of the said Flat including exclusive balcony/service slab/enclosed balcony area in the Project.

30. The Allottee/s is aware that in accordance with the Government Order bearing No. TPS-1820/AN27/P. K- 80/20/UD- 13 dated 14.01.2021 and Hon. VP & CEO/A’s Circular No. REE/MB/PARIPATRAK/ 424/2021 dated 25/02/2021, the Developers/Promoters has availed reduction in the premium and has agreed to pay the entire stamp duty of the Prospective buyers of the area for which 50% reduction in premium is availed. The Allottee/s agrees, acknowledges and undertakes to sign and execute such writings/affidavits/ undertakings in the form as may be required by MHADA to confirm that stamp duty of this Agreement is paid by the Developers/Promoters herein.

**31. PLACE OF EXECUTION:-**

- a) The execution of this Agreement shall be complete only upon its execution by the Developers/Promoters through its authorized signatory at the Developers/Promoters’ Office as mentioned in the title clause.
- b) The Allottee/s and/or Promoters shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developers/ Promoters will attend such office and admit execution thereof. All expenses towards stamp duty registration, GST, taxes and /or any other cesses and taxes pertaining to this Agreement and /or any other document that shall be executed in connection with the said agreement, shall be borne and paid by the Developers/Promoters.

**32. ADDRESS FOR CORRESPONDENCE:-**

That all notices to be served on the Allottee/s and the Developers/Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Developers/Promoters by Registered Post A.D/Speed Post/Courier or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

| Parties    | : | Address | Email id |
|------------|---|---------|----------|
| Allottee/s |   |         |          |

|                      |  |                                                                                                      |                           |
|----------------------|--|------------------------------------------------------------------------------------------------------|---------------------------|
| Developers/Promoters |  | 102, Integrated Karma CHSL, Behind Popular Hotel, Off. Hingwala Lane, Ghatkopar (E), Mumbai- 400 077 | info@rajshreebuilders.com |
|----------------------|--|------------------------------------------------------------------------------------------------------|---------------------------|

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

**33. JOINT ALLOTTEE/S :-**

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

**34. STAMP DUTY AND REGISTRATION:-**

The Stamp Duty, Registration Charges and all other incidental charges on this Agreement and all other documents and deeds to be executed pursuant thereto shall be borne and paid by Developers/Promoters. The Allottee/s shall present this Agreement for registration within the time prescribed by the Registration Act and intimate the Developers/Promoters the serial number under which the same is lodged for Registration and thereafter the Developers/Promoters shall within the time limit prescribed by the Registration Act attend such office and admit execution thereof.

**35. FOREIGN EXCHANGE MANAGEMENT ACT:-**

The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developers/Promoters with such permission, approvals which

would enable the Developers/Promoters to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

**36. PAYMENT COMPLIANCE: -**

The Developers/Promoters accept no responsibility in regard to Allottee/s's compliance of making payment via his/her/their own accounts. The Allottee/s shall keep the Developers/Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Developers/Promoters immediately and comply with necessary formalities if any under the applicable laws. The Developers/Promoters shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said Premises applied for herein in any way and the Developers/Promoters shall be issuing the payment receipts in favour of the Allottee/s only.

**37. DISCLOSURES: -**

The Allottee/s for himself/herself/themselves with an intention to bring all persons unto whomsoever hands the said Premises may come, doth hereby represent to the Developers/Promoters as follows:

- a) That he/she/them/it has independently investigated and conducted due diligence and has satisfied himself/herself/themselves in respect of the title of the said Property, after being given complete inspection of all documents relating to title of the said Property, including sufficient time to go through this Agreement and all other ancillary documents.
- b) That he/she/they/it waives his/her/their right to raise any questions or objections to the title of the Promoters and of the said Building and said Premises, considering all the queries have been sufficiently answered/satisfied by the Developers/Promoters.

- c) That he/she/it/they has entered into these presents after understanding and accepting the terms mentioned herein after taking advice of professionals and well-wishers, if required, and shall not subsequently raise any grievance with respect to any clauses contained herein.
- d) That he/she/them/it have agreed and acknowledged that the proposed height of each habitable floor to floor will be 2.90 mtrs.

38. **DISPUTE RESOLUTION:** -

Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, such unsettled dispute shall be referred to the regulatory authority as per the provisions of RERA, RERA Rules and Regulations framed thereunder.

39. **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.

The PAN Numbers of the Parties hereto are as under:

| Sr. No. | Name of the Party                    | PAN No.    |
|---------|--------------------------------------|------------|
| 1       | M/s RAJSHREE SHIVKUNJ DEVELOPERS LLP | AEHFS0837E |
| 2.      | Mr./Mrs./M/S<br>_____                |            |
| 3.      | Mr./Mrs.<br>_____                    |            |
| 4.      | Mr./Mrs.<br>_____                    |            |

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

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:**

**(Description of the Larger Property)**

All that piece or parcel of land situated and lying underneath and appurtenant to Building No.43, Pant Nagar “Shivkunj” Co-op. Hsg. Soc. Ltd., Bearing Survey No. 236 and C.T.S. No. 5661(pt), Village Ghatkopar-Kirol, Ghatkopar (East), Mumbai 400 075 in the Registration Sub-District of Kurla Bombay Suburban District admeasuring 897.16 sq. mtrs. Or thereabout and bounded as follows.  
That is to say:

- On or towards the North by : Building No. 45
- On or towards the South by : Building No. 41
- On or towards the East by : 40’-00 wide Road
- On or towards the West by : Building No. 42

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO:**

Flat No. \_\_\_\_on\_\_\_\_floor, admeasuring \_\_\_\_\_ sq. mtrs. carpet area (as defined in RERA) in the building to be known as “Rajshree Forty Three East” to be constructed on the Property referred to in First Schedule above.

**SIGNED SEALED AND DELIVERED** )  
by the within named: The Developers/Promoters )  
**RASJHREE SHIVKUNJ DEVELOPERS LLP** )  
through it’s Designated partner\_\_\_\_\_ )  
in the presence of \_\_\_\_\_ )

SIGNED SEALED and DELIVERED )  
by the within named ‘**Purchasers/ Allottee(s)**’ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )  
in the presence of ..... )

- 1) \_\_\_\_\_ )
- 2) \_\_\_\_\_ )

**RECEIPT**

RECEIVED WITH THANKS from the within named Purchaser/Allottee a sum of  
Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) towards part consideration, before execution of this  
Agreement as per the details below:

| Sr.<br>No | Date | UTR No./Cheque<br>No. | Amount<br><br>(Rs.) | Bank & Branch |
|-----------|------|-----------------------|---------------------|---------------|
| 1.        |      |                       | /-                  |               |
|           |      |                       |                     |               |
|           |      |                       |                     |               |
|           |      |                       |                     |               |
|           |      |                       |                     |               |
|           |      |                       |                     |               |
|           |      | TOTAL                 | /-                  |               |

We say received,

Rajshree Shivkunj Developers LLP

Authorised signatory

Witness:

- 1.
- 2.