

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is made and entered into at Navi Mumbai on this ____ day of _____ 2024. By and between **M/S. JUHI HABITAT PRIVATE LIMITED**, a Company duly incorporated under the Companies Act, 1956 and having its registered office at 1605/1606, The Ambience Court, Plot No. 2, Sector 19D, Vashi Navi Mumbai 400703 hereinafter referred to as "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Directors and their successor-in-interest, executors, administrators and permitted assignees) being party of the **FIRST PART**.

AND

Mr. _____, Adult, Individual, Aged _____, Years, PAN _____, having address at _____ (the "**Allottee**") (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/ her/their heirs, successors executors, administrators, assigns and nominees) being party of the **SECOND PART**.

The **Promoter** and **Allottee** shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**".

WHEREAS

- A. The CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA Ltd. company incorporated under the Companies Act, 1956 (as amended with Act No. 18 of 2013) and having its registered office at Nirmal, 2nd floor, Nariman Point, Mumbai- 400021, (the "CIDCO") is the New Town Development Authority declared for the area designated as a site for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers under Sub- Sections (1) and (3-A) of the Maharashtra Regional & Town Planning Act 1966 (Maharashtra Act No XXXVII of 1966) (the "Act") for the New Town of Navi Mumbai by the Government of Maharashtra in exercise of its powers for the area designated as site for a New Town under sub-section (1) of Section 113 of the said Act.
- B. The State Government has acquired land within the delineated area of Navi Mumbai and vested the same in the CIDCO, by order duly made in that behalf as per the provisions of section 113 of the said Act.
- C. The CIDCO had invited E-Tender cum E-Auction for lease of six Residential cum Commercial Plots vide scheme No. MM/03/2020-2021.
- D. On the opening of the tender, the Promoter turned out to be highest tenderers in respect of Plot No. 11, admeasuring 3258.120 sq. mtrs. lying, being and situate at Sector 18, Sanpada Navi Mumbai (hereinafter referred to as "Plot").
- E. The CIDCO, vide its Letter of Allotment dated 30th March 2021 informed the Promoter, that the CIDCO has accepted their offer.
- F. That, vide Agreement to Lease dated 17th November 2023, CIDCO agreed to grant license to the Promoter, for constructing commercial cum residential building on the plot bearing Plot No. 11, admeasuring 3258.120 sq. mtrs. lying, being and situate at Sector 18, Sanpada Navi Mumbai on terms and conditions mentioned therein. The said Plot is more particularly described in the "FIRST SCHEDULE" hereunder. A copy of layout plan of the said Plot is annexed herewith as "**Annexure-1**".

- G. That, vide Modified Agreement to Lease dated 03rd May 2024, CIDCO has further agreed to grant the Promoter, for constructing commercial cum residential building on the plot bearing Plot No. 11, admeasuring 3258.120 sq. mtrs. lying, being and situate at Sector 18, Sanpada Navi Mumbai on the modified and additional terms and conditions mentioned therein.
- H. The Promoter has obtained layout plan, sanctioned and commencement certificate dated 09th May 2024 bearing reference no. NMMC/TPO/BP/1487/2024 in the name of the Promoter (the “CC”) from the Navi Mumbai Municipal Corporation (NMMC), to construct commercial cum residential building by utilizing permissible BUA (including ancillary) 15932.190 sq. meters. A copy of commencement certificate for the said Project is annexed hereto as “**Annexure-2**”.
- I. The Promoter is thereby constructing one commercial cum residential building of Ground + 35 upper floors, the said project along with its amenities named as “**JUHI EMPRESSA**”. The said Project is more particularly described in “SECOND SCHEDULE” hereunder.
- J. The Promoter has registered the said Project under provisions of the provisions of the Real Estate (Regulation and Development) Act 2016 with Maharashtra Real Estate Regulatory Authority bearing registration no. _____. A copy of RERA registration certificate for the said Project is annexed hereto as “**Annexure-3**”.
- K. While sanctioning the plans the NMMC has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter when developing the said Project on the said Plot upon due observance and performance of which the completion and occupation certificates in respect of the said Project shall be granted by the concerned planning authority.
- L. The Promoter has upon request, given inspection to the Allottee of all the documents of title including copies of agreements, development permissions ‘Title Report’ dated 15th May 2024 in respect of said Plot issued by Advocate Bhumika Bajaj and of such other documents as are specified under applicable statute and rules and regulations. A Copy of said Title Report is annexed hereto as “**Annexure-4**”.
- M. In addition, the Allottee has perused the "Architect Certificate" and drawing certifying the carpet area of the said Units along- with limited common area. Besides a copy of all such documents are available at the site office and is available for verification by the Allottee after giving a reasonable notice.
- N. The Promoter has appointed Mr. Hemant P. Dhavale of M/s. Triarch Design Studio as their Architect for the said Project who is registered with the Council of Architect and having address at 18, Gauri Complex, Plot No. 19, Sector - 11, C.B.D., Navi Mumbai - 400 614.
- O. The Promoter has appointed a Structural Engineer Mr. Rajesh K. Ladhav of M/s. Structural Concept Designs Pvt Ltd, having its office at 803, Maithili’s Signet, Plot No. 39/4, Sector 30A, Vashi Navi Mumbai for the preparation of the structural design and drawings of the Project and the Promoter has accepted the professional supervision of the Architect and the Structural Engineer till the completion of the Project.

- P. The Allottee has demanded inspection from the Promoter and the Promoter has given inspection to the Allottee of all documents of title relating to the said Plot and Project including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Promoter's Architects, the Title Certificate, revenue records, Development Permissions, sanctioned plans etc. and all other documents as specified under the RERA and the rules and regulations made thereunder. Prior to execution of this agreement upon demand by the Allottee/s enquiry, the Promoter herein has requested to the Allottee to carry out independent search by appointing his/her/their own Attorney/Advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee is fully satisfied with the title of the Promoter in respect of the said Plot and the Promoter's right to construct building/s thereon in accordance with the sanctions and approvals granted from time to time and sale / allot various Units comprising in the Project to any person of its choice and the Allottee has agreed not to raise any requisitions on or objections to the same.
- Q. The Allottee has confirmed that the Allottee is satisfied in all respects with regard to the title of the Promoter in respect of the said Plot and further in respect of the said Unit (defined herein below). The Allottee confirms that the Allottee has waived his right to any further investigation or raise any objection to the title of the Promoter to the said Plot and the competency of the Promoter to enter into this Agreement.
- R. That, the Allottee is also satisfied and aware of the proposed plan of the said Project along with the amenities, and therefore, any objection raised at any stage after the execution of this Agreement, stating that the Promoters herein has made incorrect and false statements, shall not be entertained and be construed as malafide at the Allottee's end.
- S. The Allottee/s has/have approached the Promoter and offered to purchase a bare shell residential/commercial unit bearing Flat/Shop/Office No. _____ admeasuring _____ sq. meters RERA Carpet on the _____ Floor of Project known as **"JUHI EMPRESSA"** being constructed by the Promoter on the said Plot. The said Unit is more particularly described in "THIRD SCHEDULE" hereunder for a total consideration of Rs. _____/- (Rupees _____ only) ("Total Consideration") and on the terms and conditions hereinafter appearing. The Unit is separately marked on the copy of Floor Plan annexed herewith as **"Annexure-5"**.
- T. At and before the execution of these presents the Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees _____ Only) being "Initial Booking Amount" for the Purchase of the said Unit agreed to be sold by the Promoter to the Allottee, the receipt whereof the Promoter does hereby admit and acknowledge. The Allottee has agreed to pay to the Promoter balance consideration of Rs. _____/- (Rupees _____ Only) in the manner hereafter appearing.
- U. For the Purpose of this Agreement, "RERA Carpet Area" shall mean as stated in the Real Estate (Regulation and Development) Act, 2016, with the rules thereunder ("RERA"), being the net usable floor area of Unit, excluding, the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Unit.

- V. The Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for Sale of the said Unit in favour of the Allottee/s, being in fact these presents and also to register said Agreement for Sale under the Registration Act, 1908, the Parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.
- W. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Project.

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

1. DESCRIPTION OF PROJECT

- 1.1 The Promoter shall under normal conditions develop the said project in accordance with the plans, designs, specifications, finally approved by the Competent Authority with only such variations as may be required to utilize the total FSI and as approved by the Competent Authority or the Government.
- 1.2 The Promoter has proposed to construct the said Project having built up area of 15932.190 sq. meter on the said Plot by utilizing maximum FSI available under UDCPR, 2020 in accordance with the plans, along with the additional premiums and other designs and specifications as approved by the concerned local authority from time to time.
 Provided that if required by Competent Authority or Government, the Promoter shall also be entitled to carry out the amendment to the plan resulting in any addition/alteration to the existing floors due to additional FSI being available otherwise.
 Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2. DESCRIPTION OF FLAT / UNIT

- 2.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Flat/Shop/Office No. ____ admeasuring ____ sq. meters of RERA Carpet Area (the “Unit”) on the ____ Floor of the said Project along with open balcony of ____ sq. meters, Varandah of ____ Sq. meters and Terrace of ____ sq. meters. being ancillary area (the “Additional area”). The said additional area is marked separately in the floor plan appended as “**Annexure-5**”. The said Unit is more particularly described in the “THIRD SCHEDULE” hereunder. The common area, facilities and common amenities in the Project are more particularly described in the “FOURTH SCHEDULE” hereunder. The said Unit is separately marked on the copy of Floor Plan annexed herewith as “**Annexure-5**”.
- 2.2. The Allottee shall keep deposit with the Promoter a refundable deposit amount as determined by the Promoter as a security for carrying out internal work in the said flat. The said deposit shall be refunded by the Promoter to the Allottee after the completion of the work subject to deduction towards damages to common area/amenities/open space or any part of the building premises.

- 2.3. Not to demolish or cause to be demolished the Unit 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of building /Project in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit 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 /Project in which the Unit is situated and shall not chisel/ core-cut or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Unit without the prior written permission of the Promoter and/or the Society. The Allottee shall not enclose the chajjas, service slab, etc., in the said Unit.

3. CONSIDERATION

- 3.1. It is mutually agreed by and between the parties that Consideration for sale of Flat/Shop/Office shall be Rs. _____/- (“the said Consideration”). The said consideration amount does not include the taxes and other statutory payments which are to be paid separately by Allottee.
- 3.2. The Allottee has paid on the execution of this agreement a sum of Rs. _____/- (Rupees _____ only) as “initial booking amount” at the time of booking and hereby agrees to pay to the Promoter the balance amount of Rs. _____ (Rupees _____ only) in the following manner:

Sr.No.	Particulars of Work	%
1	On Booking / Earnest Money Deposit	10%
2	On Commencement of Construction Work	10%
3	On Completion of Plinth Work	15%
4	On Completion of 1 st R.C.C Slab Work	4%
5	On Completion of 2 nd R.C.C Slab Work	4%
6	On Completion of 3 rd R.C.C Slab Work	4%
7	On Completion of 4 th R.C.C Slab Work to On Completion of 36 th R.C.C Slab Work (1% on Completion of each R.C.C. Slab Work)	33%
8	On Completion of Brick Work	5%
9	On Completion of Plastering Work	5%
10	On Completion of Tiling work & Plumbing Work	4%
11	On Completion of Electrical & Painting Work	4%
12	On or before Handing over of Possession	2%
	Total	100%

- 3.3. The Allottee shall deduct tax at source on the consideration amount at the prevailing rate, if applicable and furnish a TDS certificate to the Promoter within the time limit provided under Income Tax Act, 1961.
- 3.4. The said Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, and cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Unit.

- 3.5. The Allottee shall be liable to pay and hereby agrees to pay to Promoter any statutory taxes (as made applicable or amended from time to time) like GST or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction for all times to come. Such payment shall be made by the Allottee at the time of execution of these presents or at the time of making each payment as per the provisions of law. If such liability arises thereafter then the Allottee shall make over such payment to Promoter within 14 days upon receiving a notice of demand (demand letter) from Promoter.
- 3.6. The Consideration is escalation free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said Notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

4. DEFAULT BY ALLOTEE

- 4.1. Any default in payment of any of the amounts set out above or elsewhere in this Agreement, on their respective due dates, shall amount to a breach on the part of the allottee/s of the terms of this Agreement. In the event of the Allottee/s committing Three default in making payment of any of the instalments of the Purchase Price on their respective due dates and/or of any other amount due or payable by the Allottee/s to the Promoter under this Agreement (including the Purchaser's proportionate share of additional infrastructure charges, rates, taxes, and assessments levied or imposed by the concerned local body or Government authority and all other outgoings including the Charges, Contributions, Subscriptions and Fees) or the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter shall serve upon the Allottee/s 15 days' notice in writing to the Allottee/s by Registered post with AD at the address provided by the Allottee/s and mail at the E-mail address provided by the Allottee/s, specifying the breach or breaches of the terms and conditions of this Agreement by the Allottee/s and calling upon the Allottee/s to rectify the breach or breaches as specified in such notice.
- 4.2. The Allottee shall make payment of the balance amount or any other payment due under this agreement immediately upon it becoming due, without any delay or demur for any reason whatsoever, failing which the outstanding amount shall carry interest at such rates as prescribed in the law till the time of payment or realization. Following shall be deemed to be default on the part of Allottee:
- a. Default in making timely payment of sums due as mentioned in this Agreement.
 - b. Creating nuisance on the site resulting in danger/damage to the said project/plot, threat to life;
 - c. Delay in accepting the possession of the Flat within a period of 15 days on intimation to take possession by Promoter;
 - d. Refusing/delaying to take membership of society formed for the said Project;
 - e. Breach of any terms and conditions of this Agreement.
 - f. Breach of any law or provisions thereto.

g. Obtain forceful occupancy/ possession of said Flat before receipt of occupation certificate by Competent Authority.

- 4.3. If the Allottee/s fail to rectify such defaults or breach within the said period of 15 (Fifteen) days, the Promoter at its sole option and without prejudice to any other rights and remedies that the Promoter may have against the Allottee/s in that behalf, be entitled to terminate this Agreement without any further reference to the Allottee/s AND in such case the consequences as provided in this Agreement herein below shall follow.
- 4.4. Without prejudice to its right to terminate this Agreement, the Promoter may in its sole discretion accept from the Allottee/s payment of the delayed instalment/s of the Purchase Price or any other amounts payable by the Purchaser to the Promoter in terms of this Agreement on the Allottee/s paying to the Promoter interest at the rate of State Bank of India highest marginal cost of Lending Rate +2% per annum from the respective due dates of each such instalment/s or the due date for payment of any other amount payable in terms of this Agreement, until payment and/or realization of such amount in favour of the Promoter, whichever is later.
- 4.5. The Allottee shall not be in default if he removes/remedies such breach within fifteen (15) days of receipt of notice from the Promoter to the Allottee as per clause 6.2.

5. MODE OF PAYMENT

- 5.1. All payments shall be made by Allottee by drawing cheque/ DD in the name of "JUHI HABITAT PRIVATE LIMITED" A/c No. 9649007241 of KOTAK MAHINDRA BANK, VASHI BRANCH, IFSC CODE : KKBK0000669 or other account as Promoter may intimate subsequently to the Allottee. Allottee shall also pay other statutory dues which may be levied from time to time.
- 5.2. Upon an instalment and/or balance payment payable by the Allottee to the Promoter becoming due, the Promoter shall issue a notice of demand cum invoice giving maximum 15 days' time from date of notice to Allottee for making the payment of instalment. The said notice of demand shall be accompanied by certificate from the architect certifying the satisfactory completion of the stage of work for which the payment is due.
- 5.3. The receipt for the payments made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter.
- 5.4. Any payment/s made by the Allottee/s to the Promoter shall be first appropriated towards interest and the balance, if any, towards the principal sums of the instalments of the said Purchase Price and/or any other outstanding dues. The balance amount(s) due and payable by the Allottee/s under this Agreement, whether as instalments of Purchase Price or otherwise, shall continue to attract interest as agreed above.
- 5.5. The right of the Promoter to receive interest as aforesaid shall not entitle the Allottee/s to delay the payment of any amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the Promoter of any of its rights, remedies and privileges in case of

default in payment of any such amounts on their respective due dates in the agreed manner by the Allottee/s.

- 5.6. Notwithstanding anything herein contained or any other communication addressed by the Promoter to the Allottee/s either prior to or after the execution of this Agreement, the Promoter shall have the first lien and charge on the said Unit agreed to be purchased by the Allottee/s, in respect of any amount due and payable by the Allottee/s to the Promoter or otherwise under the terms and conditions of this Agreement.
- 5.7. Time is of the essence for the promoter as well as the Allottee and the Promoter shall adhere to the time schedule for completing the Project and handing over the Unit to the Allottee and the common areas to the association of the Allottees after receiving the Occupancy Certificate or the Completion Certificate or both as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per payment table in this Agreement.

6. TERMINATION OF AGREEMENT

- 6.1. Without prejudice to the right of Promoter to charge interest in terms of clause no. 4.1 . above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment reminders, the Promoter shall at his own option, unilaterally terminate this Agreement.
- 6.2. Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.
- 6.3. If the Allottee herein, decides to terminate this Agreement/transaction in respect of the said unit due to any reason other than attributable to the Promoter, the Allottee shall issue a prior written notice to the Promoter as to the intention of the Allottee and on such receipt of notice the Promoter herein shall be entitled to deal with the Unit with any other prospective buyers. After receipt of such Notice of intention to terminate this Agreement from the Allottee, the Promoter shall issue a 15 days' notice in writing calling upon him/her/them to execute and register the Deed of Cancellation. Only Allottee shall be entitled to receive the refund to the Allottee the amount paid by the Purchaser subject to the following deductions
 - i) 10% of the Purchase Price (which is to stand forfeited to the Promoter upon the termination of this Agreement);
 - ii) The taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Unit upto the date of termination of this Agreement;
 - iii) Processing fee and brokerage paid if any etc. in respect of the said Unit;

- iv) The amount of interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- v) Pre-EMI interest, if any, paid by the Promoter on behalf of the Allottee/s under a particular scheme;
- vi) In the event of the resale price of the said Unit to a prospective purchaser is less than the Purchase Price mentioned herein, the amount of such difference; and
- vii) The costs incurred by the Promoter in finding a new buyer for the said Unit. The Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded and upon the termination, the Allottee/s hereby agree to forgo all their right, title and interest to immediate ejectment as trespassers. The decision of the Promoter in this respect shall be final and binding upon the Purchaser, which the Promoter agrees and undertakes not to dispute in any manner whatsoever.

6.4. It is specifically agreed between the Parties hereto that, if the transaction in respect of the said Unit between the Promoter and Allottee herein is terminated as herein above written, then all the instruments under whatsoever head executed between the Parties hereto or between the Promoter and Allottee herein, in respect of the said Unit, shall stand automatically cancelled and neither Party shall have no right, title, interest or claim against each other except as provided hereinafter.

7. DECLARATION BY THE PROMOTER

- 7.1. Unless prevented by force majeure event/s, the Promoter liable to handover peaceful possession of the said Unit to the Allottee/s on or before **30th APRIL 2030** as declared by the promoter under sub-clause (C) of clause (1) of sub-section (2) of section 4 of Real Estate (Regulation and Development) Act, 2016 ii] Or if, the promoter has applied for an extension of registration under section 6 of Real Estate (Regulation and Development) Act, 2016, then such date up to which the extension has been approved by MAHARERA Authority, would be considered as the completion date.
- 7.2. If the promoter fails or neglects to give possession on such date, then-
 - i) Allottee/s can withdraw from the project and without prejudice to any other remedy available to Allottee/s, the promoter has to return the amount received by him in respect of that Unit, as the case may be, with interest for the every month as per the State Bank of India marginal cost of lending rate plus 2% (Two Percent) per annum with monthly rest, on the amount paid against the Unit, from the date on which such amount received against the Unit till the date on which such amount will be refunded to the Allottee/s. Or,
 - ii) If an Allottee/s does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, as per state bank of India marginal cost of lending rate plus 2% (Two Percent) per annum with monthly rests, On the amount paid against the Unit from the date on which Promoter is liable to give possession of Unit till the date of Actual possession will be given to the Allottee/s.
- 7.3. Provided that the Promoter shall be entitled to a reasonable extension of time for giving delivery of said Unit on the aforesaid date if the completion of Building in which the said Unit is situated is delayed on account of:-

- (i) Non-availability of steel, cement, other Building material or labour at market competitive prices; and/or
- (ii) Non-availability / shortage of water or electric supply; and/or
- (iii) War, civil commotion, strikes of workmen or labours or other persons, transport strike, terrorist attack, terrorist attack or an act of God, irresistible force or reasons beyond the control of or unforeseen by the Promoter; and/or
- (iv) Any legislation, notice, order, rule, circular, notification of the Government and/or other public or other competent authority or court or injunction or stay or prohibitory orders or directions passed by any court, tribunal, body or authority; and/or
- (v) Delay in issuing any permission, approval, NOC, sanction and/or Building occupation certificate and/or completion certificate by the concerned authorities; and/or
- (vi) Delay in securing necessary permissions or completion/occupancy certificate from the competent authorities or water, electricity, drainage and sewerage connections from the appropriate authorities, for reasons beyond the control of the Promoter; and/or
- (vii) Force majeure or any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by the Promoter, which may prevent, restrict, interrupt or interfere with or delay the construction of the Building including the said Unit; and/or
- (viii) Other force majeure and vis major circumstances or conditions including but not limited to the inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lockouts, action of labour unions or other causes beyond the control of or unforeseen by the Promoter or their agents; and/or
- (ix) Any other forces or reasons beyond the control of the Promoter. For the purpose of this Agreement this expression “force majeure” shall include any natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity or changes in law, regulations, rules or orders issued by any Court or Government authorities or any acts, events, restrictions beyond the reasonable control of the Promoter.any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 7.4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit.
- 7.5. The Promoter hereby declares that the FSI presently being utilized in the said Project is computing to a total of 15923.068 sq. meters BUA.
- 7.6. The Promoter will be entitled to complete and obtain Occupancy Certificate of the Commercial/Residential portion in the project before completing the construction of the complete Commercial/Residential buildings. The Allottee will take possession of the said unit on receipt of Occupancy Certificate of the commercial portion without insisting on completion of the entire project.

- 7.7. If the Promoter fails to abide by the time schedule for completing the residential cum commercial building and handing over the Unit to the Allottee, the Promoter agrees to pay to the Allottee, if the reasons are not from the ones as mentioned above, who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

8. PROCEDURE FOR TAKING POSSESSION

- 8.1. The Promoter on its behalf shall offer the possession to the Allottee within 3(Three) months of receiving the occupancy certificate of the Residential cum Commercial building. The Allottee shall take possession of the unit within 15 days of the written notice from the Promoter to the Allottee intimating that the said Unit is ready for use and occupancy.
- 8.2. The Allottee undertakes that there shall be no default in taking the possession in time period as mentioned above. If such delay is caused, due to non-payment of outstanding dues by the Allottee, the Promoter hereby shall be rightful in imposing interest on such outstanding dues and penalty for non-possession in the specified time period.

9. FAILURE OF ALLOTTEE TO TAKE POSSESSION

- 9.1. Upon receiving a written intimation from the Promoter as per this agreement, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Unit to the Allottee. In case the Allottee fails or commits delay in taking possession of said Unit within the time provided in this agreement, such Allottee shall continue to be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Unit and the Promoter shall not be liable for the maintenance, wear and tear of the said Unit.

10. REPRESENTATION AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottees as follows;

- 10.1. The Promoter has clear and marketable title with respect to the Plot as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development upon the Plot and also has actual, physical and legal possession of the Plot for the implementation of the Project.
- 10.2. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project.
- 10.3. There are no encumbrances upon the Plot or the Project except those disclosed in the title report, if any;

- 10.4. There are no litigations pending before any Court of law with respect to the Plot or Project except those disclosed in the title report;
- 10.5. 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, the 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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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 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. The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee after the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with the necessary formalities if any under the applicable laws. The promoter shall not be responsible towards any third-party making payment.
- 10.6. The Promoter has disclosed all drawings, sale plans, other drawings as given to the Promoter by the appointed Architect, Structural Consultants and any other consultants appointed by the promoter to the Allottee and the Allottee is aware that professional liability has been undertaken by them individually with the Promoter which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the Allottee and based on these said details of the drawings any of the calculations and areas shown, the Allottee has agreed to take the said Unit.
- 10.7. 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. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and common areas.
- 10.8. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Plot, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement.
- 10.9. The said unit belongs to the Promoter in its absolute sense and that no other person or persons have any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise on the said unit.
- 10.10. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement.

- 10.11. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever payable with respect to the said Project, **to the** competent authorities till receipt of occupancy certificate for the said Project.
- 10.12. 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 Plot) has been received or served upon the Promoter in respect of the Plot and/or the Project except those disclosed in the title report.
- 10.13. The Promoter shall maintain separate bank account with respect sums received on account of the share capital for the promotion of the co-operative society or limited company or any other legal body to be formed , towards the out goings, legal charges and shall utilize the amount only for the purpose for which have been received.
- 10.14. The Promoter herein has decided to have the name of the Project **“JUHI EMPRESSA”** and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on the building and at the entrances of the scheme. The Promoter is also entitled to put/fix permanent attractive signboard, glow sign, name of the building, name of the Project and brand name of the Promoter at the gate and/or on the plot and/or on the Project.
- 10.15. The Promoter shall confirm the final carpet area and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of (3%) three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the rules. Form the date when such excess amount, if any, was paid by the allottee, if any. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement. Provided either of parties intimate other party about deviation in area and Demands for difference amount within 45 days of the Promoter issuing ‘possession letter’ to the Allottee.
- 10.16. If within a period of five years from the date of handing over the Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Unit or the building in which the Unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. This warranty is applicable only if after occupying the unit the Allottee maintains the unit in the same condition as it was handed over to him by the Promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, extending rooms, changing floors, plumbing systems, electrical wiring, sanitary systems and

fitting, fixing falls ceiling or doing any work including water proofing, work done in Unit while changing titles or any other work affecting and damaging the columns and/ or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/ or Society, this warranty shall stand lapsed. Further, in the following cases where the Allottee

- (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure
- (ii) Allottee loads heavy luggage in the lift
- (iii) Damage any portion of the neighbour's unit or common area by drilling or hammering etc. and
- (iv) Does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the Promoter shall not be invocable.

11. THE ALLOTTEE/S OR HIMSELF/THEMSELVES WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE UNIT MAY COME, HEREBY COENANTS WITH THE PROMOTER AS FOLLOWS:

- 11.1. Allottee has verified the documents including title search report and the conditions of the commencement certificate and the sanctioned plan. The Allottee is satisfied that the Promoter has absolute, clear, developable and marketable title to the said plot so as to enable it to convey the said plot to the society to be formed.
- 11.2. Allottee shall not in any case interfere with the development activity undertaken in respect of said project and also more particularly for the said Unit.
- 11.3. The Allottee shall use the Unit or any part thereof or permit the same to be used only for purpose of residence/office use/shop use. Allottee shall use the parking space only for purpose of keeping or parking vehicle.
- 11.4. The Allottee along with other Allottee/s of Units in the said Project shall join in forming and registering the Society of Association or a Limited Company to be known by such name as the Promoter may decide and for this Purpose also from time to time sign and execute the Application for registration and/or membership and the other papers and documents necessary for the formation and registration of the society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organisation of Allottee/s. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 11.5. To maintain the Unit at the Allottees own cost in good and tenantable repair and condition from the date the possession of the Unit is taken and shall not do or suffer to be done anything in or to the building /Project in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building /Project in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.
- 11.6. Not to store in the Unit any goods which are of hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the

building /Project in which the Unit is situated or storing of which goods is objected to by the concerned local or any other authority and shall take care while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the building /Project in which the Unit is situated, including entrances of the building /Project in which the Unit is situated and in case any damage is caused to the building /Project in which the Unit is situated or the Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- 11.7. To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building /Project in which the Unit is situated or the Unit which may be contrary to the rules and regulations and byelaws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 11.8. Not to demolish or cause to be demolished the Unit 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building /Project in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit 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 /Project in which the Unit is situated and shall not chisel/ core-cut or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Unit without the prior written permission of the Promoter and/or the Society. The Allottee shall not enclose the chajjas, service slab, etc., in the said Unit.
- 11.9. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Plot and the Building /Project in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 11.10. If any such structural changes are done by the Allottee, which shall be construed against and/or in contravention to the sanctioned plans by the Promoter, and consequently deemed illegal by the local authority, the same shall be the sole reasonability, liability and on the onus of the Allottee, and under no circumstances will the Promoter be held accountable or liable for the same before any competent authority.
- 11.11. The Allottee hereby agrees and does not dispute the fact that the Promoter has not proposed to sell or allot any portion which is not sanctioned by the authorities and/or induced the idea to the Allottee for the future of such unsanctioned area.
- 11.12. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the Plot and the building /Project in which the Unit is situated.
- 11.13. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for

giving water, electricity or any other service connection to the building /Project in which the Unit is situated.

- 11.14. 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 Unit by the Allottee for any purposes other than for purpose for which it is sold.
- 11.15. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- 11.16. The Allottee/s shall at no time demand partition of his/her/their interest of their premises in the building. It is hereby agreed and declared by the parties that the interest in the said building is impartible and it is agreed by the Allottee/s that the promoter shall not be liable to execute any document for that purpose in respect of the said premises in favour of the Allottee/s
- 11.17. The Allottee understands and accepts that the Promoter shall not be liable and accountable to any third-party communicating such lease-sub lease, as the case may be, and thereby requesting possession from the Promoter.
- 11.18. It is to be duly noted, that the promoter is only responsible to handover the possession in the given time to the Allottee under this Agreement, unless transferred with the consent of the Promoter, and any third-party rights seeking possession under any alien agreement shall not create any specific performance on the part of the Promoter.
- 11.19. The Allottee shall observe and perform all the rules and regulations which the formed 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 Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- 11.20. The promoter shall not be bound to carry out any extra additional work for the Allottee/s without there being a written acceptance by the Promoter to carry out the said additional extra work for the Allottee/s which again shall be at the sole discretion of the Promoter. If the Promoter has agreed to do any additional extra work for the Allottee/s, the Allottee/s shall deposit the amount within 7 (seven) days from the date when the Promoter informs the Allottee/s the estimated cost for carrying out the said additional extra work. If the Allottee/s fail(s) to deposit the estimated cost for carrying out the said additional extra work of the Allottee/s agreed to be carried out by the Promoter, then the promoter shall not be liable to carry out the additional/extra work in the premises of the Allottee/s.
- 11.21. Till the final disposal of all the Units and Shops situated in the said Project / Building, the Allottee shall permit the Promoter and their surveyors and agents,

with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

- 11.22. The Allottee(s) is aware and has no objection in the Promoter using the Project wall installing LED display and hoarding on terrace of the Project for advertisement and Promoter retaining the same. The Promoter and its employees, agencies shall have access to the said Project for maintaining and using said LED and hoarding even after admittance in the Society. The Allottee(s) hereby grants consent to the Promoter for installing LED and hoarding in the Project and no separate consent of Allottees shall be required hereafter for the same.
- 11.23. The Promoter and/or its agent shall at all times be allowed to enter the said building/Project and the Plot to show the unsold shops and Units in the said building / Project to potential buyers until such time all Units are sold.
- 11.24. That the Allottee shall indemnify and keep indemnified, defended and hold harmless, the Promoter towards or against any actions, proceedings, cost, claims and demands in respect of any breach, non- observance or non-performance of such obligations given specifically herein to the Allottee.
- 11.25. The Allottee/s shall make all the payments of the Total Consideration to the Promoters through an account payee cheque/demand draft/pay order/wire transfer/electronic transfer any other instruments drawn in favour of JUHI HABITAT PRIVATE LIMITED. In case of any financing arrangement entered by the Allottee/s with any financial institution for availing home loan with respect to the said unit the Allottee/s undertakes to direct such financial institution to disburse/pay all such amounts towards total consideration due and payable to the promoters through an account payee cheque/demand draft/wire transfer/any other instruments drawn in favour of JUHI HABITAT PRIVATE LIMITED. In case of change in bank account number as mentioned above, the Allottee shall make the payment as conveyed by the Promoter in Writing to the Allottee/s. Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee and utilize the same as contemplated and permitted under the said Act and rules and regulations made thereunder.
- 11.26. Allottee shall make timely payment of the demand raised by the Promoter. In case of default in payment, the Allottee shall remedy the default within the period prescribed in this agreement. The Allottee shall not object to the cancellation of this Agreement if the default continues
- 11.27. It is expressly agreed by and between the parties hereto that notwithstanding anything herein contained, if the Corporation charges any premium and/or any other amount for the purpose of execution of the Deed of Lease by the Corporation in respect of the said Plot and the building constructed/to be constructed thereon in favour of the co-operative society or limited company or other legal bodies or if such Deed of Lease is already executed in the favour of the Promoter and if any premium or any other amount is required to be paid to the Corporation for the purpose of obtaining the permission for execution of the Deed of Assignment/Transfer of the said Lease by the Promoter in respect of the said Plot and the building constructed/to be constructed thereon in favour of such co-operative society or limited company or other legal bodies, then such premium amount shall be borne and paid by the Allottee/s proportionately. In order to enable such co-operative society or limited company or other legal bodies to make

payment of any premium and/or any other amount that may be demanded by the Corporation as aforesaid, the Allottee/s hereby agree(s) and bind(s) himself/herself/themselves to pay such co-operative society or limited company or any other legal bodies his/her/their share in such premium and/or amount payable to the Corporation in proportion to the area of the Unit in the said building.

- 11.28. The promoter shall not be liable to pay any maintenance or common expenses in respect of the unsold premises in the said building. The Allottee/s undertake(s) to pay increase in taxes, water charges, insurance, and such other levies, if any, which are imposed by the concerned local authority or Government or other public authority. The Allottee/s agree(s) and confirm(s) that the promoter shall not be liable to pay any maintenance or common expenses or outgoings in respect of the unsold Units in the said building.
- 11.29. The Allottee/s undertake(s) to pay any Deposit, Insurance, Tax, Charges, Levies, Penalties, GST, etc. of whatsoever nature imposed by any Government or Local Authorities and any increase thereof in aforesaid taxes and charges. The Allottee/s further undertake(s) to pay GST which may be imposed by the Government authorities as and when levied.
- 11.30. If the Allottee/s, before being put in possession of the said Unit, desire(s) to sell or transfer his/her/their interest in the said Unit or wishes to transfer or give the benefit of this Agreement to some other person, the same shall be done only after the Allottee/s obtain/s the prior written permission of the Promoter in that behalf. In the event of the Promoter granting such consent, the Allottee/s shall be liable to and shall pay to the Promoter such sums as the Promoter may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same provided however that such transferee(s)/assignee(s) of the Allottee/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee/s to be observed, performed and complied with. All the provisions of this Agreement shall ipso facto and automatically apply mutatis mutandis to such transferee(s)/assignee(s) also. The Allottee/s and the persons to whom the said Unit is permitted to be transferred with the written consent of the Promoter, shall observe and perform by laws and/or the rules and regulations of the co-operative society or other organization, as and when registered and the additions, alterations or amendments thereof and shall also observe and carry out the building rules and regulations and the bye-laws for the time being of the municipal council and/or public bodies. The Allottee/s and persons to whom the said Unit is allowed to be transferred shall observe and perform all the stipulations and conditions laid down by such co-operative society or other organization, regarding the occupation and use of the said Unit and the said Plot and shall pay and contribute regularly and punctually towards rates, taxes and/or expenses and all other outgoings.
- 11.31. The Allottee shall obtain "No Objection Certificate" from Promoter to transfer the right, title and interest in respect of the said Flat to third party during course of construction of said project or before possession of said Flat to Allottee or before conveyance of said plot to the society whichever is later. Without obtaining the said certificates any document executed by Allottees in the name of third party shall be treated as 'void-ab-initio'.
- 11.32. The Allottee shall not put adverse and derogatory news, material and opinion on the media in any form or manner about the project or the promoters. Any default by the allottee would be treated as breach of contract and promoter would be

entitled to claim cost and compensation and cancellation of this agreement coupled by Forfeiture of advance given by the allottee.

- 11.33. The Allottee shall not hold the Promoter liable for the delay caused due to the Force Majeure as mentioned in this agreement or due to delays in any permissions or services like water supply, electricity connections to be provided by any competent authority including the corporation or due to reasons beyond the control of the promoter.
- 11.34. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or of the said Plot and Project or any part thereof. The Allottee shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the final disposal of all the units situated in the Project.
- 11.35. The Allottee hereby grants their consent to the Promoter for availing such loan and /or financial assistance on such terms and conditions as the Promoter may deem fit and proper subject to the repayment thereof by the Promoter. After the Promoter executes this agreement, the Promoter shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Unit.

12 UNDERSTANDING BETWEEN THE PARTIES

The Promoter and the Allottee also agree to the following;

- 12.1. The Allottee shall be permitted/ allowed to commence interior works in the said Flat only upon obtaining Occupancy Certificate/Part Occupation Certificate and possession letter from the Promoter and after making all payments as per this agreement. Prior to carrying out the interior works in the said Flat, the Allottee shall give to Promoter, in writing the details of the nature of interior works to be carried out.
- 12.2. Promoter shall be entitled to inspect all interior works carried out by the Allottee. In the event Promoter finds that the nature of interior work being executed by the Allottee is harmful to the said Flat or to the structure, facade and/or elevation of the said Building then, Promoter can instruct the Allottee to stop such interior work and the Allottee shall stop such interior work at once, without raising any dispute.
- 12.3. The Allottee/s shall ensure that the interior work carried out by his worker or the transportation of heavy household items shall be permitted only between 9 a.m. to 6 p.m. strictly.
- 12.4. The Allottee will further ensure that the contractors and workers (whether engaged by the Allottee) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of waste water, thus resulting in perennial choking and leakage in the said Flat or the Building.

- 12.5. The Allottee/s shall ensure that the contractors and workers, do not use or spoil the toilets in the said Flat or in the building and use only the toilets earmarked by Promoter for this purpose.
- 12.6. If any such damages or blockages are caused by the workers of such Allottees, the cost of the and shall be borne by the Allottee. If such amount is not paid by the Allottee, the promoter has right to stop work and restrict all and any entry of such personnel, till the clearance of such compensation.
- 12.7. If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended and treated by the Allottee at his/her/their/its own cost, and that Promoter will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee alone.
- 12.8. During the execution of interior works, if any of the Allottees contractor / workmen / agents / representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen / agents / representatives will be removed forthwith and will not be allowed to re-enter the said Flat and the Building. Further, the Allottee shall be responsible for acts of such persons.
- 12.9. The Allottee shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter.
- 12.10. The Allottee ensures that the contractors hired by the Allottees shall not use lift for the purpose of carrying the materials of interior work and if any damages is caused due to same it shall be repaired and brought to its original condition by the Allottee at their own expense within 30 days of written notice from the Promoter.
- 12.11. Having regard to the elevation of the buildings in the said project, the Allottee shall procure "predetermined by the Promoters / shall be approved by the Promoters/ finalized by the Promoters, in the manner and as per the specifications given by the Promoters. Accordingly, the Promoter has informed the Allottee that with a view to maintain the aesthetics and elevation of the said Building, the Allottee shall, prior to extending the glass railings provided to the said premises/ fixing the grills to the windows/ balcony, take written permission from the Promoters inter-alia undertaking to use similar material and similar design to those already provided by the Promoters in the said premises.
- 12.12. Similarly the Allottee shall install the Dish Antenna for the Set Top Box on the common Terrace on the Top Floor only in the area specifically earmarked for the said purpose. Similarly, for any other new/ additional facility/ service/s, should the Allottee require to install any Instrument/Receiver/Dish either outside the said then the Allottee shall install such premises or on the Top Terrace, then the Allottee shall install such Instrument/Receiver/Dish, only, after obtaining the written consent from the Promoters in the manner and at the location identified and approved by the Promoters.
- 12.13. The Allottee shall not store any of their materials, belongings, and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings, etc.

- 12.14. The lift facility in this project shall be used as per rules of the Co-operative Society formed for the Management of the said Building/s. It is to be economically used. The Allottee as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of the lift shall be good, but is a machine and is not manufactured by the Promoters. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Co-operative Society or Promoters shall not become responsible for it and the Allottee or his/her/their employees/heirs etc. shall not demand/shall not be entitled to demand such damages/compensation from them and the Allottee hereby give his/her/their assurance and consent in it.
- 12.15. The Promoters have provided the necessary car parking spaces on the podiums which has been approve by the NMMC. In this regard, the Promoters have categorically informed the allottee and the Allottee has noted the following:
- i. The Allottee/ Co-operative Society that shall be formed shall operate and maintain the Car Parking Area.
 - ii. The Allottee shall not enclose or encroach on the parking area that is being provided to the society. This area being left as parking shall as approved by the authorities and as per plan and the Allottee hereby further undertake that parking area shall not be enclosed at any later state, failing which the concerned Authority is liable to take legal action against the Allottee and the Society.
- 12.16. The Allottee hereby further undertake that at the point of time when there is Lease Deed/ Deed of Assignment being prepared, the Promoters shall add the above mentioned conditions in the Lease Deed/Deed of Assignment. The said clause shall be binding on the entire Society and its members.

13. DATE OF POSSESSION

The Promoter shall give possession of the Flat to the Allottee on or before **30th APRIL 2030** date subject to receipt and realization of all amounts payable by the Allottee under this Agreement and receipt of all approvals from the Competent Authority and other conditions as mentioned in this Agreement. For the purpose of this clause the certificate from Architect certifying completion of the construction shall be considered as final and binding.

14. FORCE MAJEURE

- 14.1.** That, the Promoter is entitled to reasonable extension of time for giving possession situated is delayed on account of court / authority staying either in full or in part any part of the construction / development on the said plot, non-availability of material, calamity caused by nature affecting the said project, or for delay in supply of justifiable reason or circumstances.
- 14.2. Notwithstanding anything contained in this Agreement or in this clause the Promoter shall not incur any liability if the promoter is unable to deliver possession of the said Flat as mentioned herein above, if the completion of the said complex/building is delayed for any reason of non-availability of steel or cement or other building materials or on account of labour trouble, civil commotion, riot or any Act of God or on account of any notice under other public body or authority or on account of withholding or delaying in the grant of the building completion certificate, water connections, electricity connection and/or any other necessary permission of sanctions by the NMMC, Government, the said NMMC and/or any

such other or similar public or authority or beyond the control of the Promoter and/or force majeure.

- 14.3. The Allottee shall take possession of the said Flat within 15 days from the date of the Notice sent of the receipt of Occupancy Certificate in respect of said project. The Allottee must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said Flat and also become member of the society by executing relevant documents.
- 14.4. On getting the occupancy certificate, the Promoter may handover possession of the said Flat to the Allottee even though electricity and water supply have not commenced by the respective competent authorities. The Allottee shall not raise any claim/ demand no the Promoter for the delay in getting the supply of electricity and water. On the Promoters offering possession of the said Flat to the Allottee, the Allottee shall bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.

15. RESERVATION FOR PARKING

- 15.1. Allottee has vide this Agreement requested for reservation of parking (the "parking") to be used to park its vehicle. Accordingly, Promoter hereby reserves _____ for exclusive use of Allottee. The parking is subject to final building plan approved by the corporation at the time of grant of occupancy certificate and exact parking shall be allotted at the time of possession on the basis of final plan.
- 15.2. Allottee shall not be allowed to allot/transfer/let-out said parking to any outsider/visitor i.e , other than the Unit Allottee of the Said Unit.
- 15.3. The said parking space shall be used only for the purpose of parking vehicle and not or any other purpose.
- 15.4. The Allottee shall not park is/its vehicle in any space except for his/its designated parking space.

16. SOCIETY MAINTENANCE

- 16.1. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Unit) of outgoings in respect of the Plot and Project namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, Fire Equipment, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Plot and Project. Until the said Project or wings is formed into a Society, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottees share is so determined as mentioned above, the Allottee shall pay to the Promoter provisional monthly contribution of Rs. /- (Rupees Only) per month towards the outgoings for twelve months. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until formation of the said Project into a Society, and the admission of the Allottee in the said Society. On issuance of such 'Share Certificate' to all Allottees the aforesaid deposits (less deduction provided for in

this Agreement) shall be paid over by the Promoter to the Society, as the case may be.

- 16.2. The Allottee shall pay to the Promoter advance maintenance deposit as mentioned above of such an amount that is along with the applicable GST as common maintenance charges for upkeep and maintenance of common areas and facilities in the said Project (like electricity of common areas, security, property tax, maintenance of common areas, salaries) until the formation of society of Project and common area in Project, subject to a minimum period of Twelve months from the date of notice specified herein. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a formation of Society. The Allottee undertakes to pay such contribution within fifteen days of receiving notice that the said Unit is ready for possession and shall not withhold the same for any reason whatsoever. Provided that if the Allottee does not pay its share of the common maintenance charges within 15 days of receiving the notice of demand in this regard then the Promoter shall be entitled to hold possession of the said Unit and levy interest on such delayed payment from the date when the payment is due till the date of actual payment, as prescribed under MAHA RERA and rules made thereunder.
- 16.3. That the Promoter shall not be liable to repair or maintain the common areas like staircase, lifts, lobbies if these are damaged by the Allottee while shifting goods or while getting interior work done in the Unit purchased. The Allottee shall be liable to restore the original position of damaged areas at his own cost and effort.
- 16.4. Where the Allottee has to make any payment in common with other Allottees in said Project, the same shall be in proportion which the carpet area of the said Unit bears to the total carpet area of all Units in the said Project.
- 16.5. At the time of registration of conveyance /lease of the Plot along with said Building / Project, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges, transfer charges, etc., payable, if any, by such formed Society on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Plot to be executed in favour of the Society then formed.

17. CONVEYANCE AND HANDOVER OF THE BUILDING

- 17.1. After completion of the Project the Promoter shall execute the conveyance deed/assignment of the structure to Society of Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Project to the Society of the Allottees after completion of the Project
- 17.2. The Promoter shall, within three months of receipt of full and final occupancy certificate for the said Project, cause to be transferred to the Society all the right, title and the interest of the Promoter in the Plot on which the building is constructed.
- 17.3. The Promoter shall within three months of obtaining Occupancy Certificate, as aforesaid, cause to execute a lease deed or deed of assignment, as mentioned supra, in favour of the society or Limited Company for the period of 60 years (as mentioned in clause 7 of the Agreement to Lease with CIDCO, executed on 17.11.2023).

18. ALLOTTEE UNDERTAKING

- 18.1. The Allottee/s undertake hereby gives his/her/their express consent to the Promoters to raise any loan against the said plot and/or the said buildings under construction and to mortgage the same with any bank or bankers or any other financial institutions/s or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Promoters at their own expenses on or before the conveyance of said plot.
- 18.2. It is clearly understood and so agreed by the Allottee that all the provisions contained herein and the obligations arising hereunder in respect of said project shall equally be applicable to and enforceable against any subsequent Allottees of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.
- 18.3. The Promoter may acquire the adjoining plot parcels for future development. The access of the said adjoining plot shall be from the said plot. The proposed access road has been marked separately in the lay out plan. Accordingly, the Allottee hereby undertakes and assures that he shall not raise any objection for grant of such perpetual access from the said plot for adjoining plot at any time to the promoter or his nominee.

19. BINDING EFFECT

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

20. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit as the case may be.

21. RIGHT TO AMEND

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

22. NOTICE

All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee and the Promoter, by registered post A.D/Speed Post/ Courier at his/her address specified below:

ADDRESS OF ALLOTEE

M/S. JUHI HABITAT PRIVATE LIMITED Promoters name
 1605/1606, The Ambience Court, Plot No. 2, Sector 19D,
 Vashi Navi Mumbai 400703. (Promoters Address)
 Notified Email ID: juhideveloper@rediffmail.com

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES

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 said project shall equally be applicable to and enforceable against any subsequent Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes. In case of transfer of unit by the Allottee to the new Allottee at any future date, the same shall attract transfer charges leviable by CIDCO as per actual applicable rate prevailing at that time.

24. SEVERABILITY

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

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the Unit /Unit in the Project.

26. FURTHER ASSURANCES

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

27. PLACE OF EXECUTION

- 27.1. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee. After execution of this Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.
- 27.2. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
- 27.3. That all notices including notice of demand to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Allottee and the Promoter by Registered Post A.D/ Speed Post and/or notified mail ID at their addresses specified in clause 22.
- 27.4. It shall be the duty of the Allottee and the promoter 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 promoter or the Allottee, as the case may be.
- 27.5. Upon handing over of the possession of the Unit to the Allottee under this agreement, all the notices on the Allottee shall be served at the address specified hereinabove unless there is a specific written request to revise the address for communication.

28. JOINT ALLOTTEES

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

29. REGISTRATION OF AGREEMENT

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment is paid by the Allottee to the Promoter and unless this Agreement is duly stamped under the Maharashtra Stamp Act and registered under the Registration Act, 1908. The Allottee shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him. All open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc, will remain the property of the Promoter until the said plot and the building thereon is conveyed to the said society. The Promoter will be entitled to place its logo/ sign board/Led/ Neon Board in the project in some prominent place even after conveyance of said plot to the society. The Allottee will not raise any objection to this act of the Promoter.

30. STAMP DUTY AND REGISTRATION

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

31. INVESTOR CLAUSE

In the event, Allottee has purchased the said Unit as an Investor and intends to sell the said Unit within a period of 3 years from the date of this Agreement, then in such case, Allottee shall be entitled to invoke the benefit available to an Investor as per the amendment made to the Maharashtra Stamp Act, 1958. Without prejudice to the Allottee's right as an Investor, the Allottee may continue to hold the said Unit like any other Allottee if he does not sell it within 3 years.

32. DISPUTE RESOLUTION

Any dispute between Parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

33. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Consideration Table including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

34. 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.

FIRST SCHEDULE
"SAID PLOT"

All that piece or parcel of land bearing Plot No. 11, admeasuring 3258.120 sq. mtrs (on demarcation) lying, being and situate at Sector 18, Sanpada, Navi Mumbai, or thereabout and bounded as follows that is to say:

On or towards the North by	- 22 Mtr Wide Road
On or towards the South by	- Power Corridor
On or towards the East by	- Plot No. 12
On or towards the West by	- Plot No. 10

SECOND SCHEDULE **“SAID PROJECT”**

One commercial cum residential building of Ground + 35 upper floors, wherein On Ground Floor Shops and parking area, 1st, 2nd and 3rd floor consists of offices, 4th floor consists of Podium/Garden/Amenity Area and 5th to 35th floor consists of residential flats utilizing total BUA proposed of 15923.068 sq. mtrs out of the total permissible BUA (including ancillary) of 15932.190 sq. mtrs on the said plot in the project known as “JUHI EMPRESSA” constructed on all that piece and parcel of plot more particularly described in the First Schedule.

THIRD SCHEDULE **“SAID UNIT”**

Flat/Shop/Office No. ____ admeasuring ____ sq. meters of RERA Carpet Area (the “Unit”) on the ____ Floor of the said Project along with open balcony of ____ sq. meters, Varandah of ____ Sq. meters and Terrace of ____ sq. meters being ancillary area (the “Additional area”) in the Project Known as “JUHI EMPRESSA” being constructed on the plot more particularly described in First Schedule hereinabove.

FOURTH SCHEDULE **“PROJECT AMENITIES”**

- Landscape Garden
- Swimming Pool
- Health Club
- Above and Below Separate Water Tank
- Decorative Society Main Gate and Compound Wall
- Ample Parking Space
- Hi Speed Stainless Steel lifts & One Fire Lift
(Kone, Schindler Or Similar)
- Power Backup for Lift and Common Areas
(Garware, Kirloskar Or Similar)

IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
 BY THE WITHIN NAMED “PROMOTER”
 M/S. JUHI HABITAT PRIVATE LIMITED
 PAN NO. AACCCJ8793L
 THROUGH ITS Director
 Mr. VIJAYKUMAR BALDEV BAJAJ
 IN THE PRESENCE OF

1)

2)

SIGNED, SEALED AND DELIVERED
 BY WITHIN NAMED “ALLOTEE”

IN THE PRESENCE OF

1)

2)

RECEIPT

Received with thanks from the Allottee/s within named the day and the year first hereinabove written a sum of **Rs. _____/- (Rupees _____ Only)** as the “**initial booking amount**” on execution hereof as per terms & conditions of this Agreement for sell.

WE SAY RECEIVED
For M/S JUHI HABITAT PRIVATE LIMITED

(AUTHORISED SIGNATORY)

List of Annexure:

- 1) Layout of said plot
- 2) Commencement Certificate
- 3) RERA Certificate
- 4) Title Certificate
- 5) Floor Plan