

THIS AGREEMENT is made at Mumbai this ____ day of _____ 202__ between

SUYOG DEVELOPERS,

a registered partnership firm, having its Principal Place of business at 4, Ground Floor, C-Wing, Ravi Apartment, S.L. Road Mulund (West), Mumbai 400080,

and holding Permanent Account No. AAMFS8354H

hereinafter called “**the PROMOTERS**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners for the time being of the said firm, the last survivor of them, the heirs executors administrators of the last survivor of them and his/her/their/its assigns) of the ***One Part***

And

Mr./Mrs./Miss/Messrs. _____

residing/having addresses at _____

And holding Permanent Account Number(s)

hereinafter called "**the ALLOTTEE**" (which expression shall in the case of individuals mean and include the female gender and the plural, and unless it be repugnant to the context or meaning thereof his/her/their respective heirs executors administrators and permitted assigns, and in the case of a partnership firm the partners for the time being thereof, the survivors or last survivor of them and the heirs, executors and administrators of the last survivor of them and his/her/their/its permitted assigns, and in the case of a Company/Society/ Limited Liability Partnership its successors and permitted assigns, and in all cases all persons claiming by under or through such Allottee, including his/her/their/its successors-in-interest) of the ***Other Part***:

W H E R E A S:

- A1. There stood on a part of lands bearing Survey No.125, CTS No.31admeasuring 1822 sq.mtrs. of Village Kanjur, Taluka Kurla, District Mumbai Suburban a slum colony known as Jivan Jyot, which was declared a slum under Section 4 (1) of the Maharashtra Slum Areas (Improvement, Clearance & Redevelopment) Act, 1971 ("***Slum Act***") vide Notification No.SLM1076/5280-G dated 16th September 1976,
- A2. On the application made by the occupants of the slum colony, the State Government by an Award dated 18th May 1993 acquired the said lands for handing over to the occupants under Section 14(1) of the Slum Act,
- A3. The occupants of the slum colony thereafter got registered a Co-operative Society called ***Jivan-Jyot Co-operative Housing Society Ltd.*** (hereinafter referred to as "***the said Society***"),
- A4. Pursuant to such acquisition, the Dy. Collector (Encroachments) handed over the said lands to the said Society, and the said Society is since then in actual physical possession of the said lands,
- A5. The said lands have been since assigned CTS No.31/A and are more particularly described in the ***First Schedule*** hereunder written (and are hereinafter referred to as "***the Jivan Jyot lands***"),

- B1. By an Agreement for Development dated 15th December 2006, the said Society entrusted development of the Jivan Jyot lands to the Promoters herein for the consideration and on the terms and conditions therein set forth and recorded; the said Agreement is registered at the Bandra Sub-Registry under Serial No.BDR-14/1479 of 2007,
- B2. To effectuate the said Agreement, the said Society on 15th October 2006 also made and executed in favour of two of the partners of the Promoters a Power of Attorney granting to them various powers and authorities as therein appearing; the said Power of Attorney is also registered at the Bandra Sub-Registry under Serial No.BDR-14/1480 of 2007,
- C. The said Jivan Jyot lands are land-locked, i.e. it is surrounded on all four sides by private lands, and does not abut along and/or have access from any public road; the Promoters were therefore in spite of obtaining the development rights of the Jivan Jyot lands unable to proceed with the development of the said lands, unless they obtained access from a public road,
- D1. Prior to 1st August 2011, one Pratapsinh Shoorji Vallabhdas & 15 Ors. were owners of large lands, including lands bearing Survey No.123 (part), CTS Nos.32, 32/1 to 32/3, 33 and 34, all of Village Kanjur, Taluka Kurla, District Mumbai Suburban,
- D2. By a Deed of Conveyance dated 1st August 2011 registered at the Kurla-3 Sub-Registry under Serial No.BDR-13/8052 of 2011, the said Pratapsinh Shoorji Vallabhdas & 15 Ors. as Vendors of the First Part sold, and one Matrix Waste Management Pvt. Ltd. as Confirming Party of the Second Part confirmed unto the Promoters lands bearing CTS Nos.32, 32/1 to 3, CTS No.33 (part) (as amended by a Deed of Rectification executed by the Vendors and the Confirming Party in favour of the Promoters dated 31st December 2011 and registered at the Bandra Sub-Registry under Serial No.BDR-3186 of 2012) admeasuring 4018.95 sq.mtrs. and land bearing CTS No.34 admeasuring 38.90 sq.mtrs. more particularly described **Secondly** to **Fourthly** in the **Second Schedule** hereunder written (hereinafter referred to as “**the Promoters’ Larger Lands**”)

for the consideration and in the manner therein set forth and recorded,

- D3. Pursuant to the above Conveyance, the 7/12 Extract in respect of the said land bearing Survey No.123 has been carved into portions; portion assigned Survey No.123, Hissa No.2 forming the subject matter of the above Conveyance has thereupon been entered in the names of the Promoters, viz. Messrs. Suyog Developers as evidenced by Mutation Entry No. 1052,
- E1. Prior to 25th February 2012, one Rajiv Banwarilal Gupta, Krishan Harbanslal Gupta, Punit Pyarelal Gupta and Munish Pyarelal Gupta were jointly the owners of lands bearing Survey No.125 (part), CTS No.31/B admeasuring 4488.2 sq.mtrs. of Village Kanjur, Taluka Kurla, District Mumbai Suburban,
- E2. By a Deed of Conveyance dated 25th February 2012 registered at the Bandra-13 Sub-Registry under Serial No.2521 of 2012, the said Rajiv Banwarilal Gupta & 3 Ors. sold transferred and conveyed to the Promoters a portion out of the larger lands belonging to them bearing Survey No.125 Part, CTS No.31B, being a portion admeasuring 652.5 sq.mtrs. together with the portions of slum colony in the area known as **Utkarsh Nagar** standing thereon for the consideration and in the manner therein set forth and recorded; pursuant to such Conveyance, the 7/12 Extract in respect of Survey No.125 has been carved into portions; portion bearing Survey No.125, Hissa No.1/3 comprising the lands forming the subject matter of the above Conveyance has thereupon been entered in the 7/12 extracts in the name of the Promoters viz. Messrs. Suyog Developers as evidenced by Mutation Entry No. 1059; the said portion of lands are more particularly described **Firstly** in the **Second Schedule** hereunder written,
- F. Portions of the lands more particularly described **Firstly** to **Fourthly** in the **Second Schedule** hereunder written were also infested with the slums, and were declared a slum under Section 4(1) of the Slum Act, 1971,
- G. The Promoters thereafter laid out portions of the lands more particularly described in the **Second Schedule** hereunder written –

being the portions more particularly described ***Secondly*** and ***Thirdly*** in the ***Third Schedule*** hereunder written (hereinafter collectively referred to as “***the Promoters’ lands***”) along with the Jivan Jyot lands also more particularly described ***Firstly*** in the ***Third Schedule*** hereunder written – as a contiguous parcel abutting the municipal road,

(the said lands more particularly described ***Firstly*** to ***Thirdly*** in the ***Third Schedule*** hereunder written are shown marked by thick bounded lines on the plan of the said larger lands annexed hereto and marked ***Annexure “1”***, and are hereinafter collectively referred to as “***the Third Schedule lands***”)

H. The Promoters have after obtaining the consent of the eligible occupants of the slum colonies standing on the ***Third Schedule*** lands got sanctioned from the Slum Rehabilitation Authority; a Slum Rehabilitation Scheme thereon, in terms whereof -

- a. they would lay out on the Third Schedule lands a composite building comprising of one Rehab Wing to be known as “***JIVAN JYOT***” (“***Rehab Building***”), one Wing housing Car Parks on various floors (“***Car Park Building***”) and two Wings comprising of apartments intended for sale to third parties to be known as “***JEEVAN ANAND***” (“***Sale Building***”); a plan showing the Third Schedule lands and the layout of the Rehab Building, Car Park Building and Sale Building as proposed is annexed as ***Annexure “2”*** hereto,
- b. as proposed, the Rehab Building would be constructed entirely on the Jivan Jyot lands, and would comprise of apartments to house all the eligible occupants under the Scheme, and also apartments liable to be handed over to the Slum Rehabilitation Authority for accommodating Project Affected Persons; the required Car Parking for Rehab units as per the applicable regulations are provided in the Rehab building and the open spaces surrounding the same,
- c. the Car Park Building for Sale Component would also be constructed entirely on the Jivan Jyot lands, and would comprise of Car Parking Spaces on its various floors, and a terrace above

the top floor, to be developed for Recreation Space (Garden) for the sale component building known as **JEEVAN ANAND**.

- d. while a portion of one Wing of the Sale Building would stand on the Jivan Jyot lands, the remaining portions of the Sale Building would stand on portions of lands more particularly described **Secondly** and **Thirdly** in the **Third Schedule** hereunder written,
- e. the occupants of the Rehab Buildings, who are members of the said Society would hold through and under such Society as members thereof; the other eligible occupants who originally occupied slum-premises in the slum colony standing on the Promoters' Larger Lands as also other persons (including Project Affected Persons) who are granted apartments in the Rehab Building would also be enrolled as members of the said Society, and would hold apartments in the Rehab Building as members of the said Society,
- f. the Promoters would sell the various apartments comprised in the Sale Building to interested persons on 'ownership' basis, and also grant to such of the acquirers of apartments as are interested, Car Parking Spaces in the Car Park Building or under the Stilts of the Sale Building, to be held by them appurtenant to their apartments in the Sale Building, with the intent that such acquirers of apartments shall in due course form themselves into a Co-operative Housing Society, and nominate such Society as the person to whom the Conveyance of the Promoters' lands are to be granted, and the person in whose favour a lease of an aliquot share of the Jivan Jyot lands would be obtained,
- g. the Promoters would be entitled to grant the Car Parking Spaces in the Car Park Building and under the Stilt in the Sale Building to interested persons; unless such acquirer of Car Park is already a member of the Society formed by the acquirers of apartments in the Sale Wing, such acquirer shall be enrolled as a nominal member of the Society formed by the acquirers of apartments in the Sale Building, and shall hold such Car Park through and under such Society,

- h. the Promoters shall hand over the portion reserved for road and liable to be handed over to the Municipal Corporation of Greater Mumbai, to the Corporation in the manner agreed,
- i. in respect of six shops in the slum colony formerly standing on the said Promoters' lands, for which the Promoters are liable to grant a permanent alternate accommodation, the Promoters would grant to such occupants shops on the Ground Floor of the Sale Building; these occupants would be made members of the Co-operative Society got registered by the acquirers of the Sale Building,
- j. the Promoters shall on completion of the Scheme, and after the Promoters have sold all apartments in the Complex, and received all monies due and payable to them apply to the State Government for a lease of an aliquot share of the Jivan Jyot lands relatable to the Rehab Building in favour of the Jivan Jyot Society in terms as contemplated under Clause 1.11 of Appendix IV to the Development Control Regulations, 1991 (as originally in force, and Clause 1.11 of Regulation 33(10) of the DCPR 2034 now in force),
- k. the Promoters would in like manner after completion of the Scheme, and after the Promoters have sold all apartments in the Complex, and received all monies due and payable to them transfer the Sale Building and the Promoters' lands to and in favour of the Co-operative Society got registered by the acquirers of apartments in the Sale Building; insofar as portions of the Sale Building and the Car Park Building are relatable to the Jivan Jyot lands, the Promoters shall apply to the State Government for grant of a lease of the remaining portion of the aliquot share of the Jivan Jyot lands in favour of the Society got registered by the acquirers of apartments in the Sale Building; the acquirers of apartments in the Sale Building and the Car Park Building shall hold their rights under such Society,
- l. in the event for any reason whatsoever the Promoters are unable to obtain separate leases in respect of portions of the JivanJyot lands relatable to the Rehab Building and the portions relatable to the Sale Building as contemplated by the Promoters and

disclosed herein, the Promoters shall in such event get the Allottee and other apartments-purchasers in the Sale Building to join the Jivan Jyot Society and become members thereof and be recognized as allottees of apartments acquired by them under such Society; in such event, all clauses of the Agreement herein shall be construed accordingly; the Promoters shall in such event, endeavor to obtain a sub-division of the Jivan Jyot Society into two Societies, comprising the allottees and holders of apartments in the Rehab Building, and the acquirers of apartments in the Sale Building,

- m. the Promoters shall grant to the Jivan Jyot Society a non-exclusive Right of Way through the Promoters' lands to pass and re-pass over designated portions of the Promoters' lands for ingress to and egress from the Jivan Jyot lands,
- n. the Promoters shall be entitled to avail of and accordingly the Conveyances to be executed of the Promoters' lands would provide for a non-exclusive and shared access over portions of the Promoters' lands shown marked on the plan annexed hereto and marked ***Annexure "1"*** for the benefit of the development which would be carried on in the adjoining lands which also belong to the Promoters and which would be developed by the Promoters either by themselves or jointly with any other person/s,
- o. the construction of the Sale Building is part of a composite scheme of development under the Slum Rehabilitation Scheme, wherein the benefit of construction permissible on the Third Schedule lands is intended to be utilised to the extent permissible by construction being laid out on the Third Schedule lands; as at present construction to the extent of approx. 2173.38 sq.mtrs. is permitted to be transferred in the nature of Development Rights Certificate (DRCs); the Promoters shall be entitled to deal with and dispose of such DRCs in such manner as they choose, and to receive and appropriate the proceeds thereof to themselves, without the acquirers of apartments from the Promoters having any claim to the same,

- I. The Promoters have further disclosed to the Allottee that they propose to lay out at the Fifth Floor level of Wing “B” of **JEEVAN ANAND**, a Club House / Gymnasium, with an opening to the terrace above the Car Park Building; the Promoters shall grant rights in such Club House / Gymnasium to the various acquirers of apartments, including if the Promoters so determine, to any of the occupants of the Rehab Building as may desire to acquire such rights from the Promoters as provided separately in these presents,

- J. The Promoters have disclosed to the Allottee that save and except the right of ingress and egress through the open portions of the Promoters' lands – which shall be shared with the allottees and holders of apartments in the Rehab Building, and subject only to the rights reserved by the Promoters hereunder, the common areas comprised in the Sale Building shall be available for exclusive use by acquirers of apartments in the Sale Building; in like manner, the remaining portions of the Jivan Jyot lands appurtenant to the Rehab Building shall be available for the common exclusive use by the allottees of apartments in the Rehab Building; the Promoters have also explained to the Allottee that they propose to sell / allot apartments and rights for exclusive use of Car Parking Spaces at the stilt level of the Sale Building and also in the open spaces in the compound, as also at the various levels of the Car Park Building, and would be entering into Agreements for Sale / allotment of such apartments and rights to different persons on substantially similar terms and conditions,

- K. The Promoters pursuant to their such Scheme propose to construct on the Third Schedule lands a Rehab Building to be known as **JIVAN JYOT** comprising of one Wing of stilt and 19 upper floors, one Wing comprising of Car Parks, being the Car Park Building, to be laid out over ground and three upper floors, and two Wings comprising apartments intended for sale, being the Sale Building, to be known as **JEEVAN ANAND** comprising of part-ground, part-stilt and twenty-one upper floors for sale of various apartments therein to interested third parties on ‘ownership’ basis; the Promoters have pursuant to their such Scheme, got building plans sanctioned from the Slum Rehabilitation Authority for construction of the Rehab Building comprising of one Wing of stilt and nineteen upper floors,

the Car Park Building to be laid out over Ground and three upper floors, and the Sale Building of two Wings comprising partly of ground floor (for rehab of Commercial Shop occupants) and partly of stilt and 21 upper floors for sale of various apartments therein to interested third parties on 'ownership' basis,

- L. The Promoters have explained to the Allottee that –
- a. they have acquired the Promoters' lands, and laid out portions thereof as a contiguous parcel abutting the municipal road so as to render possible the redevelopment of the Jivan Jyot lands,
 - b. the Promoters have for the purposes of the Scheme got the eligible occupants of the Third Schedule lands to all participate in the Slum Rehabilitation Scheme, and accept apartments in the Rehab Building constructed on the Jivan Jyot lands (other than the shops which stood thereon, who are to be provided shops on the Ground Floor of the Sale Building),
 - c. the other portions of the Promoters' larger lands – not forming part of the Third Schedule lands – are not the subject matter of the present development or Scheme, and no rights whatsoever are either intended to be created or shall be acquired or claim to be acquired by the allottees and/or acquirers of apartments in the buildings constructed on the Third Schedule lands, and the same belong absolutely to the Promoters,
- M. The Promoters have explained to the Allottee and the Allottee has understood that while substantial portions of the Sale Building would stand on the Promoters' lands, portions thereof would stand on the Jivan Jyot lands, which would be held on lease from the State Government; the Promoters have further explained to the Allottee that the entitlement for construction of the various buildings on various portions of the Third Schedule lands are interlinked,
- N. The Allottee has expressed a desire to acquire Apartment No. _____ on the _____ Floor in Wing "A"/"B" of the said building **JEEVAN ANAND** being constructed by the Promoters on portions of the Third Schedule lands, and the Promoters have explained to the Allottee that the acquirers of apartments in the Sale Building shall have no claim to any other part of the Third Schedule lands or the

Second Schedule lands, nor can they make any claim to or raise any objection to the development of the other portions of the Third Schedule lands or the Second Schedule lands, and subject to the Allottee at the threshold accepting the Scheme of the Promoters as set out in Clause H above, and with knowledge of the matters set out in Clauses I and J above, and also with knowledge of the disclosures made in Clauses J and M above, and also what is disclosed elsewhere herein, it being the clear intention of the parties that the Promoters shall have total discretion in the matter of development and maximum exploitation of the Second Schedule lands, and shall be entitled to develop, construct, sell and dispose of apartments in the Sale Building constructed on the Third Schedule lands as also in the Car Park Building, without being objected to by the acquirers of apartments in the Sale Building (including the Allottee herein); such acquirers of apartments in the Sale Building shall limit their claims only to the apartments agreed to be acquired by them and the land underneath the building in which the Apartment is comprised to the extent referred to herein and shown on the plan, **Annexure "1"** hereto, and the Allottee has been explained that only subject to his accepting the aforesaid Scheme, the Promoters would be interested in selling an Apartment to him in the Sale Building at this stage, and the Allottee has expressly and irrevocably confirmed acceptance of the Scheme of development of the Third Schedule lands by the Promoters,

- O. The Promoters have further disclosed to the Allottee the information and offered to the Allottee inspection of the documents relating to the Project and the plans designs and specifications prepared by the Promoters' Architects Messrs. Space Age Consultants and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "**the RERA Act**") and the Rules and Regulations made thereunder,
- P. The Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects,

- Q. The Promoters have appointed Messrs. JCV Structural Consultants, Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the Structural Engineer till the completion of the said Building,
- R. The Promoters have registered the Project under the provisions of the said Act with MahaRERA at No.P51800007491;a copy of the Registration Certificate is annexed hereto and marked **Annexure “6”**,
- S. The Promoters have, by virtue of the Development Agreement obtained in respect of the Jivan Jyot lands and the Conveyance in respect of the portions of lands more particularly described Secondly and Thirdly in the Third Schedule hereunder written, and by virtue of the Slum Rehabilitation Scheme sanctioned by the Slum Rehabilitation Authority the sole and exclusive right to sell Apartments in the said building **JEEVAN ANAND** now under construction by the Promoters on the said lands as the Project, and to enter into Agreements with allottee(s) of the Apartments and to receive the sale consideration in respect thereof,
- T. Authenticated copies of the two Certificates on Title issued by Mr. Rupesh A. Jambhavdekar, Advocate, both dated 11th December 2015 and authenticated copies of the CTS Cards of the said lands are annexed hereto and marked **Annexure “4”** and **Annexure “5”** respectively,
- U. Authenticated copies of the amended LOI dated 6th October 2016 and last Revised LOI dated 30th September 2020 issued for the Slum Rehabilitation Scheme are annexed hereto and marked **Annexure “7A-1”** and **Annexure “7A-2”** respectively,
- V. Authenticated copies of the IOA dated 17th December, 2012 and last amended IOA dated 10th November, 2020 are annexed hereto and marked **Annexure “7B-1”** and **Annexure “7B-2”** respectively,
- W. Authenticated copies of the CC dated 29th May, 2013for the Sale Building **JEEVAN ANAND** issued by the Slum Rehabilitation Authority are annexed hereto and marked **Annexure “7C”**,

- X. The Promoters have obtained some of the approvals from the Slum Rehabilitation Authority to the plans of the said Building **JEEVAN ANAND**– to which the subject matter of this Agreement – and which forms the subject matter of registration with MahaRERA – relates, and shall obtain further approvals from the concerned authorities from time to time, so as to obtain Occupation Certificate and/or Building Completion Certificate for the same; in particular the Promoters shall apply for and obtain sanction for the additional floors to be laid out above the fourteen floors presently sanctioned on the said building **JEEVAN ANAND**, and comprised in the Project in due course, by complying with the requisitions there for,
- Y. While sanctioning the plans, the Slum Rehabilitation Authority has laid down various terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said lands, and upon due observance and performance of which only the Occupation Certificate and/or Building Completion Certificate in respect of the said Building shall be issued by the Slum Rehabilitation Authority,
- Z. The Promoters are carrying on construction on the said Third Schedule lands in accordance with the sanctioned plans and pursuant to their aforesaid Scheme,
- AA. Under Section 13 of the said Act the Promoters are required to execute a written Agreement for Sale of the said Apartment with the Allottee, being in fact these presents, and to also register the same under the Registration Act, 1908.
- BB. The Allottee has in the premises after examining and assessing the aforesaid and after obtaining independent legal advice, and having satisfied himself as to the right and authority of the Promoters to sell apartments in the said building in the manner effected hereby, and the sufficiency and completeness of the sanctions and permissions obtained and presently held by the Promoters, agreed to purchase and acquire from the Promoters an Apartment, being Apartment No.____ on the _____ Floor and ____ Car Parking Space(s) / Slot (s) in the Stilt of Wing “A”/ “B” of **JEEVAN ANAND** / in the Stack Parking Facility in the Car Parking Building, now under

construction on the lands more particularly described in the **Third Schedule** hereunder written, being constructed by the Promoters, for the consideration and on the terms and conditions hereinafter set forth and recorded

NOW THIS AGREEMENT WITNESSETH and the parties hereto agree as follows:

1A. The Promoters shall construct and complete as hereinbefore and hereinafter mentioned a residential Complex on lands bearing CTS Nos.31A, 31B and 33 (part) of Village Kanjur, Taluka Kurla, District Mumbai Suburban, situate at TembiPada Road, Bhandup (West), Mumbai 400 079, and more particularly described **Firstly to Thirdly** in the **Third Schedule** hereunder written and shown marked by hatched lines on the plan annexed hereto and marked **Annexure "1"**, a Rehab Building comprising of stilt and 19upper floors, and on portions thereof so marked on the plan, **Annexure "1"** as the Project Land, a Car Park Building (comprising of ground and ____ upper floors) and a Sale Building, known as **JEEVAN ANAND** (comprising of two Wings, each of stilt/ground floor and 21 upper floors), in accordance with the Scheme as disclosed in the recitals herein and in accordance with the building plans sanctioned by the Slum Rehabilitation Authority (being the designated Planning Authority), and sell to the Allottee, and the Allottee shall purchase and acquire from the Promoters on 'ownership' basis an Apartment, being Apartment No.____ on the _____ Floor in Wing "A" / "B" of the said building admeasuring_____ sq.ft., i.e. _____ sq.mtrs. or thereabouts carpet area (hereinafter referred to as "**the said Apartment**") and more particularly described in the **Fourth Schedule** hereunder written) and exclusive right to park __ Light Motor Vehicle(s) in the Car Parking Space(s) in the Stilt below Wing A / Wing B of **JEEVAN ANAND** / in the Car Parking Space / Slot(s) in the Car Park Building (to be specifically identified prior to handing over of possession of the said Apartment) (which covered parking space(s) are also hereinafter, unless the context does not so admit, referred to, along with the said Apartment, as "**the said Apartment**") at or for an aggregate lump sum consideration of Rs._____(Rupees_____ only) payable as mentioned in Clause 1Dbelow on and subject to the terms and conditions hereinafter mentioned. (The above carpet area is reckoned as per

the provisions of the said RERA Act). The percentage of undivided interest of the Allottee in the common areas and facilities in the said building **JEEVAN ANAND** - limited or otherwise - pertaining to the said Apartment shall be in the proportion of the carpet area of the said Apartment to the total carpet area of constructed apartments in the whole of the said building **JEEVAN ANAND**. Further the percentage of undivided interest of the Allottee in the common areas and facilities provided in the Complex – limited or otherwise – pertaining to the said Apartment shall be in the proportion of the carpet area of the said Apartment to the carpet area of constructed premises in all the buildings / wings in the Complex, measured uniformly across apartments in the Complex. The common areas and limited common areas are as set out in the **Fifth Schedule** hereunder written. The said Apartment is shown on the typical floor plan annexed hereto and marked **Annexure "3"** hereto.

1B. The Promoters record and declare that save and except for the parking (if such rights have been acquired by the Allottee from the Promoters), the Promoters have not claimed or charged any amount towards or on account of the common areas and facilities, and the right to use occupation and enjoyment of the common areas and facilities shall accrue to the Allottee jointly with other allottees of apartments in the said building **JEEVAN ANAND** and/or in the Complex jointly and in common, by reason of and on completing the purchase of the said Apartment from the Promoters in the manner provided in this Agreement.

1C. The Promoters shall obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee in its area location or shape, except any alteration or addition required by any Government authorities or due to change in law. The Allottee however covenants with the Promoters that no such consent of the Allottee shall be required for the Promoters to effect any modification, variation or amendment in the plans of the other apartments in the said building; further the Allottee shall not be entitled to object to any decision which the Promoters may make in respect of the other development in the Complex, not forming the subject matter of this Agreement, and not comprised in the Project, and the Allottee shall not be entitled to and shall not make any grievance about the same.

1D. The Allottee shall pay to the Promoters the price for the said Apartment as set out at Clause 1A above as follows ("**Payment Plan**"), viz.

- a. Rs. _____ (Rupees _____
_____ only) at or
before the execution hereof (the Allottee has
paid the same, and the Promoters admit and
acknowledge receipt of the same),
- b. Rs. _____ (Rupees _____
_____ only) on completion of the
17th slab of the Wing in which the said
Apartment is located,
- c. Rs. _____ (Rupees _____
_____ only) on completion
of the top most slab of the Wing in which the
apartment is located,
- d. Rs. _____ (Rupees _____
_____ only)
on completion of the walls, internal plaster,
floorings, doors & windows up-to the floor
level of the said Apartment,
- e. Rs. _____ (Rupees _____
_____ only) on completion of the
sanitary fittings, staircases, lift wells and
lobbies up-to the floor level of the said
Apartment,
- f. Rs. _____ (Rupees _____
_____ only) on completion of
the external plumbing & external plaster,
elevation, terrace with waterproofing, of the
Wing in which the said Apartment is situated,
- g. Rs. _____ (Rupees _____
_____ only) on installation
of the water pumps, electrical fittings, entrance

lobbies of the Wing in which the said Apartment is located,

h. Rs. _____ (Rupees _____ only) on the completion of the installation of the lifts, plinth protection, paving of areas appertain of the Wing in which the said Apartment is located,

and the balance of

i. Rs. _____ (Rupees _____ only) against handing over of possession of the said Apartment to the Allottee on or after receipt of Occupation Certificate.

Time shall be of the essence for making each of the above payments. Further it is clarified that though amounts are payable on completion of the relevant item of work, the same need not follow the chronology or sequence of completion as set out hereinabove. The Allottee declares and confirms that the consideration amount at which the Promoters have agreed to sell the said Apartment is arrived at on the basis of the instalments in which the Allottee has agreed to pay the price to the Promoters. The Allottee also confirms that he has agreed to pay the consideration amount aforesaid for the said Apartment in instalments as above after taking inspection of the site, having regard to the price at which it is offered and agreed to be sold by the Promoters to him, and taking into consideration the extent of work already executed, the proportion of costs involved in the execution of the different stages of work and the expenses to be incurred by the Promoters in getting ready the said Apartment: under no circumstance, the Allottee shall get possession of the said Apartment without first paying to the Promoters all amounts due hereunder; if nevertheless the Promoters give possession of the said Apartment to the Allottee before recovery of the full price there for, they shall have a first lien on the same for recovery of the balance of the unpaid price and the interest due thereon.

2. **ESCALATION**

The aggregate consideration payable by the Allottee to the Promoters is escalation free, save and except escalation/increase due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, local bodies / government from time to time. The Promoters undertake and agree while raising a demand on the Allottee for increase in development charges costs or levies imposed by the competent authority, etc., the Promoters shall enclose the said Notification / Order / Rule / Regulation to be published / issued in that behalf to that effect along with demand letter issued to the Allottee.

3. **VARIATION CLAUSE**

The Promoters have informed the Allottee, and the Allottee recognises that having regard to the physical limitations in matching all the dimensions in the manner and to the extent intended and/or desired by the parties, and also having regard to the various constraints and indeterminates that affect the actual construction at site, there could be variation in the carpet area of the said Apartment by plus / minus 3% of the carpet area of the said Apartment as disclosed in Clause 1A above. The parties hereto have reckoned and considered the above possibility, and arrived at and agreed upon the price taking into account the aforesaid on a lump sum basis. Accordingly any variation to the effect aforesaid shall be tolerated, and the affected party shall not make any grievance or claim about the same. Further it is clarified that the carpet area stated above is reckoned on the basis of internal measurements as between unfinished wall surfaces.

4. **TAXATION**

4.1 It is expressly recorded and clarified that the consideration amounts stipulated in Clause 1A above is the net amount payable to the Promoters, and it does not include any amounts by way of Sales Tax, Value Added Tax, Works Contract Tax, LBT, Service Tax, Goods and Services Tax or any other tax that may be leviable on the construction being laid out by the Promoters or on the transaction of sale by the Promoters of the said Apartment to the Allottee. If any amount is leviable or payable on the aforesaid account (whether presently imposed or imposed hereafter at any time by the State Government or the Central Government or the Municipal Corporation of Greater Mumbai or any other authority), including on the

Promoters, either before or after the Allottee has taken possession of the said Apartment, the same shall be payable / liable to be reimbursed by the Allottee to the Promoters, in addition to the price payable at Clause 1A above. In such event, the Allottee covenants with the Promoters that he will, forthwith on a demand in that behalf being raised on him, pay and clear the same. It is further clarified that all consequences visited by law or as provided by these presents on, and all rights arising to the Promoters out of, non-payment of the agreed consideration (including liability to pay interest or penalty on default of payment on due date) shall be attracted to the non-payment by the Allottee of any such charge or levy, as if (for the said purpose) the same also formed part of the consideration payable by the Allottee to the Promoters. The Allottee shall be liable to clear all such amounts prior to being entitled to claim or receive possession of the said Apartment from the Promoters.

4.2 The Promoters state that as per the law presently in force GST is payable on the relevant instalment payable under the Agreement herein. The Allottee shall in addition to the price stated in Clause 1A above pay the amount of GST at the applicable percentage against payment of the relevant instalment, as may be liable (as also any interest or penalty levied on account of default or failure to make payment or comply with any other obligation in connection therewith within the time stipulated). In the event of any amendment to the regime of taxation as presently levied and/or presently applicable to the transaction, the Allottee shall comply with and discharge his obligation in relation to such impost or levy as applicable in full in the manner liable.

5. **OUTSTANDING DUES**

The Allottee authorizes the Promoters to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Promoters may in their sole discretion deem fit, and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

6. **TDS**

The Allottee is aware that by virtue of provisions of Section 194-IA of the Income-tax Act, the Allottee is required to deduct TDS @ 0.75% of the consideration amount, wherein the consideration amount equals or exceeds

Rs.50 lakhs, and deposit the same to the credit of the Promoters. The Allottee shall accordingly from and out of each instalment of consideration deduct 0.75% of such instalment (or at such revised rate as may be prescribed by the authorities at any relevant time hereafter) and deposit the same to the credit of the Promoters with the Income-tax Department within the time permitted therefor. The Allottee shall immediately after making such deposit submit proof of such payment to the Promoters and shall within the time stipulated – and not later – furnish to the Promoters the TDS Certificate in respect of such deduction and deposit. Any default in payment of TDS shall invite the same consequence as default in payment of any of the instalments herein as provided in these presents. Without prejudice to the aforesaid, the Allottee confirms that he shall not be entitled to claim possession from the Promoters and the Promoters shall not be liable to hand over possession of the said Apartment until the Allottee has furnished to the Promoters TDS Certificates for the entire amount of deduction as may have been paid to the account and credit of the Promoters.

7. **ASSURANCES**

The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which have been imposed by the Slum Rehabilitation Authority at the time of sanctioning of the said plans or thereafter, and shall, before handing over possession of the Apartment to the Allottee, obtain from the said Authority Occupation Certificate and/or Completion Certificate in respect of the said building ***JEEVAN ANAND*** in which the said Apartment is situate.

8. **TIME IS OF THE ESSENCE**

Time is of the essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the Project and handing over the Apartment to the Allottee after receiving Occupation Certificate and/or Completion Certificate from the Slum Rehabilitation Authority.

9. **OBLIGATION TO MAKE PAYMENTS**

9.1 The Allottee shall make timely payments of the installment and other dues payable by him and meeting the other obligations under the Agreement in the manner provided herein.

9.2 In the event the Allottee has obtained or availed of any loan from any Bank or Housing Finance Institution to fund or part-finance the purchase of the said Apartment or to pay the consideration and other monies payable hereunder, then and in that event, the obligation to follow up and get the Bank or Housing Finance Institution to disburse the relevant instalment within the period payable shall be on the Allottee; further the Banks / Housing Finance Institution shall, in the first instance and pending the discharge of the entire consideration, have a claim on the amounts disbursed by it on account of the Allottee to the Promoters, and on discharge of the entire consideration, shall acquire a security interest on the said Apartment and the rights of the Allottee thereto.

10. The Promoters hereby declare that the Promoters shall get building plans sanctioned for construction of 7310.51sq.mtrs. built-up area (as computed for sanction purposes) using and utilizing 5516.36 sq.mtrs. of FSI, and 1794.15 sq.mtrs. (which they would get sanctioned) as fungible FSI. In terms of the Slum Rehabilitation Scheme, the Promoters are entitled to utilize the unavailed extent of incentive FSI available to them under the Scheme by way of Transferable Development Rights (TDRs). The Promoters have further disclosed that as per present reckoning an area of 2173.38 sq.mtrs. will become available to them as TDR, which they shall be entitled to sell (and which they shall sell) to persons of their choice, and receive and appropriate the entire proceeds thereof to themselves.

11. **TIME SCHEDULE / DELAYS / POSSESSION**

11.1 The Promoters shall give possession of the said Apartment to the Allottee on or before 31st December 2021. If the Promoters fail or neglect to give possession of the said Apartment to the Allottee on account of reasons beyond their control and/or of their agents by the aforesaid date, and the Allottee chooses to withdraw from the Project, and conveys his intention so to do, then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by them in respect of the said Apartment with interest at the rate prescribed under the Rules from the date the Promoters have received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date if the completion of the said building **JEEVAN ANAND** is delayed on account of (i) war, civil commotion or act of God, or (ii) any notice, order, rule, notification of the Government and/or other public or

competent authority/court. The Allottee shall in such case simultaneous with receipt of such amounts make and execute a duly stamped Deed of Cancellation evidencing the cancellation of the Agreement for Sale executed in his favour, and a full and complete discharge to the Promoters of from and against any claim of the Allottee arising under or pursuant to such Agreement; the Allottee shall also register such Agreement under the provisions of the Registration Act, 1908; further on such refund being made, the Allottee shall thereafter have no claim whatsoever under this Agreement against the Promoters, and the Promoters shall then be entitled to sell and dispose of such Apartment to any other person/s of their choice without the Allottee being entitled to raise any objection to the same. The Promoters further agree that if the Promoters are unable to hand over the said Apartment to the Allottee within the date aforesaid, and the Allottee does not intend to withdraw from the Project, the Promoters agree to pay to the Allottee, on all amounts paid by the Allottee, for every month of delay, till the handing over of possession, interest as specified under the Rules.

11.2 The Allottee is aware that possession of the common areas and amenities will be handed over on execution of the Conveyance of the lands more particularly described ***Secondly*** and ***Thirdly*** in the ***Third Schedule*** hereunder written, and a lease of the aliquot portions of the said larger lands in favour of the Society got registered by the acquirers of apartments in ***JEEVAN ANAND*** as disclosed elsewhere in this Agreement, and the Allottee will not make any grievance about the same.

12. **INTEREST ON DELAYED PAYMENTS AND TERMINATION**

12.1 The Allottee shall pay to the Promoters interest at such rate as may be prescribed under the Rules on all delayed payments of monies becoming due hereunder, including on instalments of price. If the Allottee fails to pay any amount due hereunder on the due date, and within a further period of 15 days of such due date (together with interest as payable), despite a written notice being delivered in that behalf, the same shall be construed as a **Default**. If the Allottee fails to pay the said sum (together with interest) after a second and a third like notice (as above) are issued, each of them shall again count as a Default. In the event the Allottee commits three cumulative (that is in all – which may not be consecutive Defaults) Defaults in payment of the amounts due and payable under this Agreement to the Promoters or otherwise, either in respect of the same amount which

originally became due, or of any three amounts which became due for payment, by failing to make payment as above, the notice issued by the Promoters for the third Default, shall on failure by the Allottee to comply with the terms thereof within the period provided therein, operate to terminate the Agreement herein. Failure to pay the monthly contributions during the period before transfer of the said larger lands to the Co-operative Society shall also on failure to make payment in the manner and within the period aforesaid operate as and constitute a Default, giving rise to the same consequences as above. In like manner in case the Allottee commits any breach of any of the other terms or provisions hereof, the Promoters shall, after giving to the Allottee fifteen days' written notice intimating of the specific breach committed by the Allottee call upon the Allottee to rectify such breach, and notify that in default of compliance, that the Promoters shall be entitled to terminate the Agreement herein. On failure of the Allottee to remedy such breach within the period aforesaid, the Promoters shall be entitled at their discretion to terminate the Agreement herein. It is expressly clarified that payment of any amount less than the whole shall be construed as a Default, and all consequences arising therefrom shall be construed accordingly.

12.2 Upon such termination of this agreement, the Promoters shall at their discretion be entitled to forfeit out of the amounts paid by the Allottee an amount equal to 25% of the consideration amount payable by the Allottee to the Promoters as price of the said Apartment, and in addition thereto, any brokerage and other actual expenses incurred by the Promoters for sale of the said Apartment to the Allottee, and will refund to the Allottee the amount, if any, received in excess thereof from him but without interest; Service Tax, VAT, GST and other Tax as also stamp duty, registration charges and brokerage as may have been paid and/or incurred by the Allottee shall be to the account of the Allottee and the Allottee will not have any claim against the Promoters for and on account of the same. (The Allottee may however, if otherwise entitled in law, obtain refund of such amounts from the concerned authorities, and the Promoters shall, so far as reasonably feasible, and without exposing themselves to any costs or liability, make available any document, record or writing required for the purpose). The Allottee confirms that the aforesaid amount is fair and equitable, and is not harsh or unconscionable and the same constitutes reasonable genuine and agreed pre-estimate of the damage that will be caused to the Promoters, and that the same is in the nature of liquidated

damages and not penalty. Upon such termination, the Promoters shall be entitled to sell and dispose of the said Apartment to any other person of their choice, and the Allottee shall not be entitled to raise any objection to the same.

12.3 Upon the events contemplated in Clause 12.1 materialising, and the Promoters terminating the Agreement herein, and the Promoters refunding to the Allottee the amount liable to be refunded in terms of the said Clause 12.2, the Promoters shall be entitled in the name of the Allottee to make and execute a Deed of Cancellation recording the cancellation of the rights agreed to be sold by the Promoters to the Allottee; the Allottee hereby irrevocably constitutes the Promoters as his Attorney with right power and authority to execute such Deed of Cancellation in the name of the Allottee upon the events herein provided materialising; the Allottee covenants with the Promoters that any exercise of such power shall be binding on him and on all persons claiming by under or through him, and he shall not in any manner interfere with or obstruct the exercise by the Promoters (through their nominees) of such power, nor shall he do any act by which the exercise of such powers are in any manner impeded, hindered or interfered with; if the Allottee is aggrieved by any alleged wrongful exercise of powers by the Promoters (through their nominees) under the powers conferred by the Allottee, the Allottee shall be entitled to pursue his remedy against the Promoters in damages, but any such exercise of power by the Promoters (through their nominees) of such power shall be binding on the Allottee and shall not be liable to be impeached, challenged or questioned; this forms one of the basis for the agreement herein between the Promoters and the Allottee. Further if the Allottee has availed of a loan from the Bank or Housing Finance Institution in respect of the said Apartment, the Promoters shall in effecting the cancellation pursuant to the right and authority vested in them hereunder, remit to the Bank / Housing Finance Institution to the account and credit of the Allottee the amount paid by the Bank / Housing Finance Institution to the Promoters towards and on account of the said Apartment against the Bank issuing a release and discharge of their claims against the said Apartment and the security created in respect thereof to the Promoters. The Promoters shall thereupon stand discharged of their obligations to such Bank / Housing Finance Institution. In such event, if the Bank / Housing Finance Institution has any claim over and above such amounts received from the Promoters, the Bank / Housing Finance Institution shall claim and recover the same from the

Allottee, and no such claim shall attach to the said Apartment or against the Promoters; further the Promoters shall, in such event, be entitled to claim from the Allottee any unrealised amounts out of the amounts liable to be received by them in terms hereof, consequent on cancellation, by recourse to their other remedies in law.

12.4 For the purpose of Clauses 12.1 to 12.3 above, the forwarding by the Promoters of a cheque for such amounts as are liable to be refunded in terms of Clause 12.2 above drawn in favour of the Allottee to the address of the Allottee as recorded at Page No.1 hereof shall be sufficient compliance of all obligations owed by the Promoters in that behalf; the Allottee confirms that on the Promoters remitting such cheque, and executing a Deed of Cancellation by recourse to the powers conferred by the Allottee separately (as hereinbefore referred), the Promoters shall thereafter be entitled to deal with and dispose of the said Apartment to any other person, free of any claim of the Allottee to the said Apartment.

13. **AMENITIES AND FIXTURES TO BE PROVIDED**

The Promoters shall provide in the said Apartment and Wing amenities fixtures and fittings as briefly described in the ***Sixth Schedule*** hereto. The Allottee recognises and acknowledges that while the Promoters would conform to the broad specifications disclosed in the ***Sixth Schedule***, there may be variations in the quality, colour, shape, make or design of the materials used by them in the various apartments in the said building, and the Allottee shall not be entitled to, and shall not make any grievance on such account, it being expressly understood that the Promoters shall not be liable to use identical fixtures or fittings or be liable to colour the various apartments in the said building identically. The Allottee shall accordingly not make any grievance on account of any variation in the quality, colour, shape, make or design of the materials used by the Promoters in the said Apartment as against other apartments in the said building. The Promoters have further informed the Allottee, and the Allottee acknowledges that in respect of certain items like natural marble, there are inherent variations and inconsistency in the patterns and formations, in respect of which also the Allottee shall not make any grievance.

14. **PROCEDURE FOR OBTAINING POSSESSION/FAILURE TO TAKE POSSESSION**

The Promoters shall after obtaining Occupation Certificate from the Slum Rehabilitation Authority for the said Building **JEEVAN ANAND** offer possession of the said Apartment to the Allottee in terms of this Agreement. The Promoters agree and undertake to indemnify the Allottee in case of failure in the fulfillment of any of the provisions, formalities or documents on the part of the Promoters. The Allottee shall take possession of the said Apartment within fifteen days of being offered such possession, by making payment of all amounts due and payable hereunder (including the amounts specified in Clauses 4 and 6 above and Clause 21 below, as also any interest or penalty as may be claimed, demanded or levied by statutory authorities in respect of statutory payments, and default or failure by the Allottee to make such payments) by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement. On failure of the Allottee to take possession of the said Apartment on being offered possession by the Promoters in the manner provided herein, the Allottee shall, without prejudice to any other liabilities which he may incur under this Agreement and be liable to under law, become also liable to pay to the Promoters, and the Promoters shall become entitled to recover from the Allottee, the maintenance charges payable in respect of the said Apartment.

15. **DEFECT LIABILITY**

15.1 If within a period of five years from the date of handing over possession of the said Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the said Apartment or in the said building **JEEVAN ANAND** or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their cost. In the event it is not possible to rectify such defects, the Allottee shall be entitled to receive from the Promoters compensation for such defect in the manner as provided under the Act.

15.2 The Promoters have conveyed to the Allottee and the Allottee acknowledges that the Promoters are not in the business of manufacture of lifts and/or any stack parking that may be provided in the said building and/or of the several equipments listed in the **Seventh Schedule** hereunder written, provided either as a Common Amenity or Limited Common

Amenity or in individual apartments, and the passenger lifts, the mechanised multi-level stack parking and other equipments provided in the said building would be sourced from supplier(s) dealing in the product line. While the Promoters would obtain appropriate warranties as are customary from the supplier(s) of such product(s), the Allottee shall use the said facility at his own risk, and in the event of any mishap or accident in the course of working of the said facility, the Allottee shall in all events have his remedies on any account whatsoever against the concerned supplier, and not against the Promoters. The Promoters shall make available the benefit of the warranties available to them in the course of purchase by them of such equipments and/or unexpired portions thereof to the Society. It is clarified that the Promoters shall by granting / allotting of parking spaces / slots to the acquirers or allottees of parking spaces / stack shall not be deemed to have assumed any responsibility or held out any warranty as to its fitness for the purpose intended, or as to its safety or as to its ability to serve the purpose intended. The Allottee shall jointly with the other persons availing the said facility / lift(s) / equipment(s) provided in the Common Areas be liable to ensure that the said facility / lift(s) / equipment(s) is/are used in the manner mandated to be used as a prudent person, and further from time to time along with the other persons entitled to and availing the said facility / lift(s) / equipments attend to the servicing and maintenance of the said facility / lift(s) / equipment(s), and to secure and obtain compliance by all persons of all conditions as to its use and for the said purpose to contribute proportionately jointly with the other persons entitled to and availing the said facility / lift(s), and other equipments held in common. The Promoters shall in like manner not be deemed to have assumed any liability or held out any warranty as to the various items provided in the individual Apartments, and shall merely pass on the warranty extended by the supplier to the Promoters, to the extent of the unexpired / residual term thereof. Further in the event the Allottee, insofar as it relates to equipments provided in the said Apartment, and any of the Allottees, or their representative or Society, insofar as it relates to any of the equipments provided in the Common or Limited Common Areas, changes or carries out any unauthorised works thereto, all warranties in respect of such item or equipments in whatsoever manner arising shall come to an end. In like manner, on any renovation or further or additional works carried out by the Allottee to the said Apartment, the Promoters'

obligations as to any alleged defect in workmanship shall automatically lapse and come to an end.

16. **COVERED PARKING**

The Promoters record and clarify that the Covered Parking Spaces, wherever granted / allotted, comprise an exclusive right to park a non-commercial light motor vehicle in such space / stack, and a non-exclusive right to access such space / stack through limited common portions of the property. Each designated space / stack shall entitle parking of one vehicle. Such parking space / stack shall not be enclosed, and shall only be designated by any identifiable differentiator. The same shall be used by the Allottee as a prudent person, and where the stack facility is shared as between different allottees, shall use the same in a manner as to facilitate unobstructed and shared use by such sharer, and without disrupting, obstructing or jeopardising the right of such sharer to use his slot. The Allottee shall also not do anything which may cause damage to the said facility, or the uninterrupted use of the same. Such Covered Parking Space / Slot shall always be held appurtenant to the said Apartment and shall only be dealt with along with the said Apartment. Further the Covered Parking Space / Slot shall not be permitted for use / parking of vehicles by a non-resident of the building.

17. The Allottee has seen the lay-out of the proposed building Complex, and has been explained that the common amenities like sub-station, drainage, sewers and water pipelines, common lights, etc. shall be available for common use and enjoyment by all buyers of premises in the Sale Building, as also (to the extent they serve and service the Rehab Building) the occupants of premises in the building **JIVAN JYOT** also, and the different Co-operative Societies got registered in respect of the different buildings therein shall have an unrestricted right of way in common with other occupants of premises in the buildings constructed on the Third Schedule lands to pass and re-pass over the common access by foot and also to bring in vehicles subject to the condition as may be stipulated by the Promoters and also to dig up such common portions at the ground level for the purpose of laying pipelines, telephone and electric cables, sewers and drainage lines, etc., subject to the condition that the person/s opening up such portions for such purpose shall give at least 48 hours' previous written intimation in respect thereof to the other Co-operative Society therein, and

shall fill up, level and restore the same to its former condition at own costs and expenses within three days of completion of such job.

18. **SOCIETY FORMATION**

The Allottee will actively assist and co-operate in the formation of a Co-operative Society of acquirers of apartments in the said building **JEEVAN ANAND** with bye-laws similar to the prescribed Model Bye-laws, with necessary changes therein as may be deemed necessary, and become and be a member thereof. The Allottee shall for the said purpose from time to time and as and when called upon by the Promoters sign all letters writings and documents, including the application for membership in the said Society and for its registration, the bye-laws and other relevant papers within seven days of demand; he will not object to any change which may have to be made in the same as may be thought necessary or suggested by the registering authority. Insofar as the acquirer of any Covered Parking in the Car Park Building or under the stilts of **JEEVAN ANAND** are not members of such Society (including any acquirer of Car Park(s) from the Rehab Building), they shall be enrolled as nominal members of such Society.

19. **TRANSFER AND CONVEYANCE**

19.1 As disclosed hereinabove, while a portion of the said building **JEEVAN ANAND** is being constructed on lands belonging to the Promoters, portions thereof are to stand on lands of which lease is to be obtained from the State Government. Further as disclosed hereinabove, the Promoters would be applying for an aliquot share of the lease of the JivanJyot lands relatable to the Rehab Building in favour of the Jivan Jyot Society.

19.2 The Promoters shall after the acquirers of apartments in the said building **JEEVAN ANAND** have got registered a Co-operative Society, and after completion of construction of the said building and obtaining of Occupation Certificate therefor, within the period permitted under the RERA Act, execute in favour of the Society got registered in respect of the said building a Conveyance of the buildings and structures constructed thereon, together with a Conveyance of the Promoters' portions thereof. Insofar as the aliquot share of the lease of the Jivan Jyot lands relatable to the portions on which the said building **JEEVAN ANAND** and/or the Car Park Building is constructed is concerned, the Promoters shall within the

period permitted by the RERA Act apply to the State Government for grant of lease of such remaining portions in favour of the Society of acquirers of apartments in the Sale Building. The Promoters have conveyed that such Conveyance shall be executed excluding an area of approx.150.00sq.mtrs. out of the Promoters' portions of the Third Schedule lands which are reserved for D.P. Road, and are liable to be surrendered to the Municipal Corporation of Greater Mumbai. The Promoters have also disclosed, conveyed and explained to the Allottee that they shall be entitled to and shall avail of the unavailed extent of incentive FSI becoming available on the Third Schedule lands by way of Transferable Development Rights (TDR) in the manner permitted under the Scheme, and the Conveyance and/or lease of the Third Schedule lands shall be subject to such portions, which they may have availed of as and by way of TDR.

19.3 The Promoters have conveyed to the Allottee that in the event for any reason whatsoever the Promoters are unable to obtain separate leases in respect of portions of the Jivan Jyot lands relatable to the Rehab Building and the portions relatable to the Sale Building as contemplated by the Promoters and disclosed herein, the Promoters may in such event seek that the acquirers of apartments in the Sale Building (insofar as they stand on the Jivan Jyot lands) join the Jivan Jyot Society and become members thereof, and be recognized as allottees of apartments acquired by them under such Society; in such event, all clauses of the Agreement herein shall be construed accordingly; the Promoters shall in such event, endeavour to obtain a sub-division of the Jivan Jyot Society into two Societies, one comprising the allottees and holders of apartments in the Rehab Building, and the other comprising acquirers of apartments in the Sale Building. On such sub-division, the Promoters intend that the Car Park Building shall be vested in the Society got registered by acquirers of apartments in the Sale Building.

19.4 The Promoters have conveyed – and the Allottee is aware – that the Rehab Building is situate and is being constructed on the rear portion of the Third Schedule lands: accordingly the Conveyance of the lands in favour of the acquirers of apartments in the Sale Building (as also any aliquot share of the lease of the Jivan Jyot lands as may be obtained) shall (either in such Conveyance and lease or in contemporaneous collateral binding writings) provide for uninterrupted right of ingress and egress to the Rehab Building by foot and by vehicles, as also for right to repair, maintain, relay and

service any of the service and utility lines as may run along, under or over such portions. In like manner, insofar as may be necessary, the Promoters shall also seek that the Jivan Jyot Society provides for appropriate rights to the Society got registered in respect of the Sale Building to repair, maintain, relay and service any of the service and utility lines providing services to the Sale Building, as may run along, under or over the Jivan Jyot lands (to be) vested in the Jivan Jyot Society.

19.5 The Promoters have disclosed – and the Allottee acknowledges that he has been made aware – that certain common areas, amenities and services to the Sale Building and the Rehab Building and/or rights relating thereto are shared as between them. The Allottee agrees to submit to, and be bound by, any covenant which the Promoters may provide simultaneously with transfer and vesting of the Sale Building and the Promoters' portions of the Third Schedule lands to and in the Society of the acquirers of apartments in the Sale Building for a co-existential harmonious, co-operative and non-disruptive user of such shared rights, areas, amenities and services in such terms as the Promoters determine to be fair, reasonable and equitable.

19.6 The Promoters have further conveyed that some portions of the Promoters' portions of the Third Schedule lands may serve as and provide access also to other lands adjoining the Complex. The Conveyance and/or lease to be executed shall, either in such instrument, or in contemporaneous collateral binding writings, provide for the same.

19.7 The Promoters have disclosed to the Allottee on the date of commencement of RERA Act, the development on the said Complex was and is an ongoing Project, and the development of the Project Land had also commenced and was and is underway. The Promoters have explained to the Allottee that in terms of the Scheme as disclosed by them to the allottees of apartments in the Sale Buildings in whose favour they have already executed Agreements, they have conveyed that they would transfer and convey the Third Schedule lands in the manner disclosed hereinabove. The Promoters have further explained to the Allottee that being a development comprising partly of privately owned lands and partly on lands of which a lease is to be obtained from the State Government in terms of the Slum Rehabilitation Scheme (as disclosed herein), the Promoters have intended and proposed that the said Third Schedule lands would be

transferred and vested in the relevant Societies in the manner herein provided. However having regard to the provisions of the RERA Act, and if any delay takes place in execution of the lease by the State Government of the relevant portions thereof to and in favour of the Society got registered by the acquirers of apartments in the Sale Building, if the members of such Society desire, the Promoters shall, at the cost of such Society, convey to the said Society the Sale Building and the Car Park Building, even pending execution of the lease by the State Government in the manner disclosed herein. All stamp duty and registration charges, as also out-of-pocket expenses and professional fees incurred in or about the execution of the Conveyance of the building in favour of the said Society, and thereafter, the lease of the relevant portions of the Jivan Jyot lands in favour of the said Society in the manner disclosed herein shall be borne and paid by the Society of acquirers of apartments in the Sale Building.

19.8 The Promoters have informed, conveyed and explained to the Allottee that in the event of and upon transfer and Conveyance and/or lease of the said lands and the building(s) and other structures to and in favour of the Society got registered in respect of the Sale Building, if any apartments are lying unsold with the Promoters, the Promoters shall, notwithstanding such conveyance and/or lease of the land(s) and building(s), be entitled, in the same manner as prior to such transfer, to an unfettered right to deal with and dispose of the unsold apartments to and in favour of persons of their choice, and on like terms and conditions as other apartments in the said building. The Allottee as member of the Society got registered in respect of the said building **JEEVAN ANAND** covenants with the Promoters that he shall not do any act by which he obstructs, interferes with or disrupts such right of the Promoters, and further covenants with the Promoters that he shall as member of such Society ratify and affirm any such transaction, and facilitate and co-operate, on being advised and recommended by the Promoters, the admission of such Allottee as a member of such Society, with the same right and subject to the same obligations as other members of the Society. The Allottee covenants with the Promoters to do all that is necessary to effectuate the aforesaid, and further to not do anything which may prevent the doing or achieving of the aforesaid. The Allottee further covenants with the Promoters to facilitate the Society executing appropriate writings in favour of the Promoters to execute the aforesaid, simultaneously with transfer of the said lands and Building to and in favour of such Society as aforesaid.

19.9 Until transfer and conveyance of the said lands and the common areas in the building to and in favour of the Society, the authority of the acquirers of apartments in the said building shall be subject to the overall control and authority of the Promoters over all or any of the matters concerning the said building and the amenities therein. The Promoters shall upon execution of the Conveyance and lease in favour of the Society in the manner herein provided hand over vacant and peaceful possession of the common areas to such Society.

20. The Allottee herein shall, irrespective of whether he has actually taken possession of the said Apartment or not, commencing fifteen days after written notice is given to him by the Promoters that the said Apartment is ready for occupation, become liable to pay and pay to the Promoters/Society contribution towards the outgoings of the said Apartment at the provisional rate as intimated by the Promoters or the Society, subject to a minimum of Rs._____ per month to meet the expenses in respect of the said Apartment towards insurance premia, common electricity charges, repairs, salaries of clerks, bill collectors, chowkidars and sweepers or on any other account incidental to the management and maintenance of the said building and the working of the various services and facilities provided therein and also a proper contribution for the maintenance and management of the common areas of the Complex as also for operation, servicing, maintenance and (in due course) replacement of the various amenities, fixtures, fittings, furniture and equipments provided for the common use of the said building and the GST (and any other taxes levied thereon) leviable on account thereof; the Allottee shall in addition be liable to pay the proportionate share of municipal taxes, water charges and other Government levies as may be determined prorata and communicated on the first assessment being made; such contribution shall be paid by the Allottee on or before the 5th day of each month in advance to the Promoters, or to the Society, if such Society is managing the said Building. The amounts so paid shall not carry any interest and remain with the Promoters until the said Building and the said lands are transferred to the said Society; the Promoters shall, if they collect such amounts, from and out of such contributions pay the common expenses in respect of the Project, and on transfer of the Project to the Society, render to it a consolidated account of the total amount collected from all acquirers of apartments and of the total amount spent out of the same, and pay over the excess or recover the deficit, as the case may be,

to/from the Society. The rendition of the consolidated account to the Society and settlement of such account shall discharge the Promoters of their responsibility to refund excess, if any, out of such collections made from one or more of the acquirers of apartments and/or of recovering the deficit, if any, from one or more of them; the acquirers of apartments as members of the Society shall make up and adjust amongst themselves their respective accounts - the Allottee shall not be entitled to make any grievance or take any objection to the consolidation of all receipts and expenses in respect of the different apartments in the said building as aforesaid.

21. **DEPOSITS AND CHARGES**

21.1 The Allottee shall before taking possession of the said Apartment deposit with the Promoters (as presently tentatively estimated) the following amounts, viz.

- i. Rs.600/- (Rupees Six hundred only) towards the cost of 10 shares in the Society and entrance fees thereto,
- ii. Rs._____ (Rupees _____ only) towards the proportionate share of the Allottee in respect of the said Apartment in the professional fees of the Advocate engaged but excluding the out-of-pocket charges and expenses for preparing, engrossing, stamping and registering the different documents, declarations, etc. to be executed by the Promoters, the acquirers of apartments in the said building and the proposed Society from time to time and for registration of the Society,
- iii. Rs._____ towards the proportionate contribution of the Allottee for reimbursement of the deposits paid or payable in respect of the said apartments, such deposits to include the actual or a proper proportion of the deposits paid or payable to the local authority, electric supply agency, gas supply company (if provided), etc. on account

of deposit, water supply and for amenities and services provided in the said building,

- iv. Rs. _____ being the proportionate share of the Allottee towards the development charges payable on account of the said development,
- v. Rs. _____ towards charges for providing grill on the outer windows of the said Apartment,
- vi. Rs. _____ being twenty four months advances of the outgoings calculated @ Rs. _____ provided in Clause 20 above,
- vii. Rs. _____ towards the proportionate contribution of the Purchaser for Gymnasium usage charges for 12 months,
- viii. Rs. _____ towards the proportionate contribution of the Purchaser for Corpus fund towards Gymnasium and other infrastructure,
- ix. Rs. _____ towards professional fees of the Advocates for preparing engrossing and stamping this Agreement for Sale of the said apartments to him (to be paid to them on execution hereof), and
- x. As may be applicable towards the actual or proportionate share of the Allottee in the stamp duty and registration charges, if any, payable in respect of the said apartments on conveyance of the said property in favour of the Society as also all costs, including professional fees incurred in or about the same.

Of the above, the Promoters shall receive the amounts at Clause 21.1(i), 21.1(ii), 21.1(vi) and 21.1(vii) as deposits, and shall render account in respect of the same; insofar as the other amounts are concerned, they shall not be liable to render any account in respect

of the same, and the same shall be apportioned towards and as agreed charges.

21.2 The amounts paid at Clause 21.1 shall not bear interest. The Promoters shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, sums received on account of the share capital of the Co-operative Society to be formed, or towards the outgoings and legal charges, and shall utilise such amounts only for the purpose for which they have been received. The Promoters shall not, if they have collected any contribution from the Allottee, render to the Allottee any separate account of the collections made from him and/or of the expenses incurred in respect of the said Apartment; the rendition of the consolidated account to the Society and settlement of such account shall discharge the Promoters of their responsibility to refund excess, if any, out of such collections made from one or more of the acquirers of apartments and/or of recovering the deficit, if any, from one or more of them; the acquirers of apartments as members of the Society shall make up and adjust amongst themselves their respective accounts - the Allottee shall not be entitled to make any grievance or take any objection to the consolidation of all receipts and expenses in respect of the various Apartments in the said building as aforesaid.

22. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**

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

- a. they are entitled by virtue of the agreements and consents executed by the slum-dwellers of the slum colony originally standing on the said larger lands, and the subsequent Letter of Intent issued by the Slum Rehabilitation Authority to develop the said Third Schedule lands by implementing the Slum Rehabilitation Scheme approved thereon, and as part of such Scheme to develop the said building **JEEVAN ANAND**, and sell apartments therein to third parties on 'ownership' basis on their own account and in their own right, and to receive and appropriate to themselves the monies received on account thereof,
- b. the Promoters have lawful rights and requisite approvals from the concerned Competent Authorities to develop the Project, and shall

obtain requisite approvals from time to time to complete the development of the Project; in particular, the Promoters shall in due course get approved the further construction above the Fourteenth Floor comprised in the Project and lay out the same as part of the Project,

- c. there are no litigations pending before any Court of law with respect to the Third Schedule lands or the Project,
- d. all approvals, licences and permits issued by the Competent Authorities with respect to the Project, the Third Schedule lands and the said building 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, Third Schedule lands (to the extent relevant and applicable to the implementation of the Project), and the said building shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain in compliance with all applicable laws in relation to the Project, the said Third Schedule lands, building and common areas,
- e. the Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the rights and interest agreed to be granted to the Allottee herein and hereunder, may be prejudicially affected,
- f. the Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Third Schedule lands or any part thereof (including the Project), as also the said Apartment, which will in any manner affect the rights granted and/or agreed to be granted to the Allottee under this Agreement,
- g. the Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated under this Agreement,
- h. after the development of the said Third Schedule lands is complete in the manner disclosed in this Agreement, at the time of execution of the lease of the Jeevan Jyot lands and the conveyance of the

remaining portions of the Third Schedule lands and the buildings and structures constructed thereon to the Societies of the Rehab buildings and of **JEEVAN ANAND** as more elaborately set out elsewhere in this Agreement, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the said building **JEEVAN ANAND** to the Society got registered in respect thereof,

- i. the Promoters have duly paid and shall continue to pay and discharge the 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 Third Schedule lands to the Municipal Corporation of Greater Mumbai and other concerned authorities, and
- j. 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 Third Schedule lands or any part thereof) has been received or served upon the Promoters.

23. **ALLOTTEES COVENANTS**

The Allottee so as to bind all persons claiming by under or through him hereby covenants with the Promoters that –

- a. he will pay to the Promoters the instalments of price of the said Apartment and other amounts becoming due hereunder (including the amounts specified in Clause 21.1 above payable against possession of the said Apartment) on the respective due dates as provided herein, time being of the essence,
- b. he will take possession of the said Apartment within fifteen days of the Promoters offering him possession thereof after executing appropriate documents recording and evidencing such possession, and pursuant to and to effectuate the provisions hereof, subject to the provisions of Clauses 1D, 4 and 6 above,
- c. he will abide by the terms of the Scheme of development of the said Third Schedule lands disclosed by the Promoters hereunder, and will not do any act, or set up any right or claim, which would in any

manner interfere with, obstruct, jeopardize or disrupt the rights of the Promoters to develop the said Third Schedule lands in the manner herein disclosed and in terms of the Scheme sanctioned by the Slum Rehabilitation Authority, and to sell the various apartments therein to persons of the choice of the Promoters in such manner as they are entitled, and to receive and appropriate to themselves the entire proceeds thereof, and/or to claim and avail of the rights and benefits accruing on account thereof,

- d. he will at all times act in accordance with and abide by his agreements and covenants hereunder, and not do any act or be party to any deed which may in any manner be contrary thereto or in derogation thereof, and
- e. he will use and/or permit to be used the said Apartment only as residence or for such other purpose as may be permitted by the concerned local authority, and will not use or permit to be used the said Apartment for any other purpose, and in particular for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of neighbouring building/s/ apartments or for any illegal or immoral purposes; in the event the Allottee changes the user of the said Apartment after obtaining due sanction and permission, he shall himself be liable to bear and pay any increased taxes and levies as may be imposed on account thereof,
- f. he will not store in the said Apartment any goods of a hazardous, combustible or dangerous nature, or which is likely to damage the construction or structure of the said building, or the storage of which is objected to or not approved/licensed by the concerned local or other authority, or carry or cause to be carried heavy packages to the upper floors of the said building which may damage the entrances, staircase and common passages of the building,

(if any damage or loss is caused to the Promoters or to other acquirers of apartments in the said building by breach of the provisions of sub-clauses (e) or (f) above, or on account of any negligence or default on his part, he alone will be liable for the consequences thereof),

- g. he will not throw or permit to be thrown any dirt, rubbish, rags, garbage or other refuse from the said Apartment into the compound or any portion of the said Project Land or building,
- h. he will not hang clothes, garments or any other item or any other item or thing from the balconies windows or terraces appurtenant to the said Apartment or any other place, save and except in the areas designated for the purpose,
- i. by reason of acquiring an apartment in the said building, he will not park any car in the open compound of the building or claim any right to park motor vehicles in the stilt of the said building or in the Car Park Building; if he so desires, he will park his vehicles in the Car Parking Space / Slot under the stilt or in the Car Park Building acquired from the Promoters on 'ownership' basis or on licence, and subject to payment of any charges on account thereof,
- j. if he is the acquirer of a Car Parking Space either in the Car Park Building or in the stilt under the Sale Building, he will observe perform and comply with the terms and conditions, if any, stipulated by the local authority in the matter of its user; if any security deposit is payable to the local authority to ensure the specified user of the car parking space, he will pay the same in addition to the amount payable to the Promoters as price thereof,
- k. he will pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said building,
- l. he will not encroach upon or make use of any portion of the said building not agreed to be acquired by him,
- m. he will restrict his claims only to the said Apartment agreed to be acquired by him hereunder, and not claim any right to put up any construction on the said building or to make any variations or alterations in the said Apartment, and also not claim any right to put up additional construction which may result in the reduction of further area of construction, if any, permissible on the said larger lands,

- n. he will not let out sub-let, transfer or part with possession of the said Apartment or transfer or assign his right title or interest in the said Apartment or the benefit factor of this agreement until all amounts payable hereunder to the Promoters have been fully paid and discharged, and only if there is no subsisting breach or non-observance of any of the terms conditions or provisions hereof,
- o. he will not slaughter any animals in the precincts of the said building,
- p. he will at his own costs carry out all internal repairs and maintain the said Apartment in good and tenantable repair and condition from the date of his taking possession of the same, and not do or suffer to be done anything in or to the said building or the said Apartment or in the staircase or passages thereof which may be against the rules, regulations or bye-laws of the concerned local or any other authority, or alter or make any addition in or to the said building or the said Apartment,
- q. he will not close or permit to be closed any flower-beds, verandahs or balconies that may be provided in the said Apartment or change the external elevation or colour scheme of the said building/ said Apartment, nor of the common areas, including the lobby and the areas outside the main door of the concerned Apartment,
- r. the Promoters have with a view to achieve uniformity in the look of the outer facade of the sale building, even while addressing the need for safety of the acquirers of apartments, tied up for provision of grills of standard design to be provided across apartments in the Sale Building; the Allottee acknowledges that this is stipulated in the interest of achieving uniformity in the elevation and look of the various apartments in the said building, and the Allottee covenants to abide by the same, and not commit any breach thereof,
- s. he will not do or permit to be done any act or thing which may render void or voidable any insurance of the said building in which the said Apartment is situate or any part thereof or whereby any increased premium may become payable in respect of such insurance,

- t. he will not demolish or cause to be demolished the said Apartment or any part thereof or make or cause to be made any addition or alteration of whatsoever nature to or in the said Apartment or any part thereof or effect any alteration in the elevation or colour scheme of the building, and will keep the sewers, drains, pipes, etc. in the said building/apartments in good and tenantable repair and condition and in particular so as to support shelter and protect the other parts of the building and not chisel or in any other manner damage the columns, beams, walls, slabs, RCC parties or other structural members in the building without the prior written permission of the Promoters or of the Society,
- u. he will bear and pay a proper proportion of the, dues, duties, impositions, outgoings and other burdens of any nature and kind whatsoever at any time hereafter imposed upon the said property and/or the building and/or upon the Promoters or Allottees of apartments therein by any authority, including the Municipal Corporation, revenue authorities, etc.,
- v. he will along with acquirers of other apartments in the said building pay to the local authority, State Government or any other authority any betterment charge, development tax, fire tax or any other tax or levy payable in respect of the said building, sharing the same amongst themselves in proportion to the carpet areas of the different apartments in the said building,
- w. he will within one month of demand by the Promoters rectify any defect or want of repairs pointed out to him by the Promoters in the said Apartment,
- x. he will carry out along with the acquirers of other apartments in the said building at their joint costs, without holding the Promoters liable or responsible for the same, all repairs, additions and alterations in or to the said building and the said Apartment as may be required to be carried out by the Government, local or any other authority after issue of Occupation/ Completion Certificate for the same,
- y. he will allow the Promoters and their agents/servants to enter upon the said building (including the said Apartment) and carry out

repairs therein for maintaining, rebuilding and keeping in good order and condition all sewers, drains, pipes, cables, water pipes, gutters, electric wires, etc. in the said building/Apartment and for other similar purposes, and also for cutting off water/electric supply to any apartment in the said building, the occupant whereof may have committed breaches of the terms of the agreement executed by him with the Promoters, or the bye-laws and regulations of the Society formed by the acquirers of apartments in the said building,

- z. he will submit letters to and abide by such conditions as may be stipulated concerning or regulating the fit-outs to be carried out in the said Apartment and not commit any breach of the terms thereof,
- aa. he will not carry out any additions alterations or renovation to the said Apartment at any time after taking possession, except after obtaining the prior written permission of the Promoters or the Society, as the case may be, and only after complying with such conditions as the Promoters / Society may stipulate in this behalf, including for the said purpose by keeping deposited such sum as may be stipulated to secure the due observance and performance of the terms thereof and to abide by and carry out such works only in the manner and without committing any breach of the terms on which such works have been permitted to be carried out,
- bb. wherever stipulated by the Promoters / Society as a term of the fit-out, he will carry out the water proofing works in the said Apartment only through a common Contractor as may be designated by the Promoters / Society for the purpose and in compliance with the stipulation as may be imposed by such Contractor,
- cc. he will not carry out any work in the said Apartment which may in any manner cause any damage to any of the other apartments above below or adjacent to the said apartments; if on account of any works so carried out by the Allottee any loss or damage is caused to any of the neighbouring apartments on the same floor or to apartment above or below the said Apartment, the Allottee shall at his own costs be liable to make good such loss or damage, and keep the Promoters and the Society indemnified of from and against any loss damage or consequences of such work carried out by the Allottee,

dd. he will not permit to be kept or brought into the said Apartment any pet other than a pet dog; further, the Allottee himself shall be personally liable for the proper safe and acceptable conduct of such pet; in particular, the Allottee shall ensure that such pet does not become a nuisance to the other occupants in the said building; further also, that such pet is always maintained on a leash when moving in any part of the said building other than in the said Apartment; further also that the pet does not defecate or urinate in any part of the common portions of the said building; if the pet so defecates, the Allottee shall be personally liable to ensure that the same is forthwith removed and cleared up, cleaned and disinfected; the Allottee further covenants that in the event of default or failure, for every instance of such dog poop remaining un-removed, un-cleared and un-cleaned, the Allottee shall be liable to pay a sum of Rs.500/- (Rupees five hundred only) when such dog poop has to be removed and the liability to make such payment shall be at par with other payment obligations of the Allottee as provided in these presents and all remedies available to enforce such payment shall extend to recovery of such sum also; the Allottee shall further be bound and liable to abide by any decision that the acquirers of apartments in the said building may, by majority, take about not permitting the pet dog to be brought in or walked on designated portions of the said building or regulating the use of lifts by such pet; the Allottee shall also be liable to ensure that any such pet dog as he brings in or permits to be in the said Apartment is properly inoculated, and further that it is not exposed to or becomes the carrier of any disease, and

ee. the Allottee 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies; the Allottee shall also pay and contribute regularly and punctually towards the taxes, expenses or other outgoings payable in respect of the said Apartment in accordance with the terms of this Agreement.

24. This agreement to the extent it lays down covenants on the part of the Allottee to be observed for the common benefit of all acquirers of apartments in the building **JEEVAN ANAND** is for the benefit of all acquirers of apartments in the said building, and the benefit thereof shall ensure to all of them, and the terms and conditions thereof shall be available for enforcement not only by the Promoters herein but also by the acquirers of other apartments in the said building, and this agreement shall bind to the extent applicable the permitted transferees of apartments from the Allottee also.

25. Nothing contained in this agreement is intended to be nor shall be construed to be a grant, demise or assignment in law of the said Apartment or of any portion of the said lands or the building now under construction thereon, such conferment to take place only on the transfer of the said lands together with the building(s) constructed thereon to the Co-operative Society got registered by the acquirers and allottees of apartments in the said building in the manner disclosed herein; the Allottee shall have no claim save and except to the said Apartment hereby agreed to be acquired by him, and all open spaces, parking spaces, lobbies, staircase, terraces, etc. shall remain the property of the Promoters until the said lands and building are transferred by the Promoters to the Society as hereinbefore mentioned.

26. The Promoters have registered the Real Estate Project comprising the Sale building **JEEVAN ANAND** being constructed on the Project Land as a Project with the MahaRERA under the provisions of the Real Estate (Regulation and Development) Act 2016 under Registration No.P51800007491.

27. The Sale Building being constructed by the Promoters as part of the Project is to be called **JEEVAN ANAND**, and the name of the Society which will be registered by the acquirers of apartments in the said building shall also contain the said name, and the Allottee herein or the other acquirers of apartments in the said building or the Society shall not change the same.

28. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE**

28.1 The Promoters shall be entitled to mortgage the unsold apartments in the said Building to augment the funds of the Promoters or to part-finance

the development of the said Project or to otherwise raise monies or secure any obligations, and the Allottee hereby expressly records and confirms his consent to the same.

28.2 After the Promoters execute this Agreement they shall not mortgage or create a charge on the said Apartment, and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Apartment

29. **FACILITY MANAGEMENT**

The Promoters have informed the Allottee that until the Society got registered in respect of the said building by the acquirers of apartments therein they will take full and complete charge of the administration of the said building, and with a view to secure that on account of dissensions amongst the purchasers of apartments, the maintenance servicing and working of the various amenities and facilities provided in the building do not suffer, the Promoters reserve the right to tie up with a professional Facility Management Agency for cleaning of the common portions of the building, lift and staircase, collection and disposal of garbage from individual apartments, the working of water supply arrangements, the provision of proper security arrangements, the working of equipments which may be provided for securing safety of the occupants of the building provided in the said building, the maintenance of common portions in the said building and attending to the general maintenance of the said building. As a term of the Agreement herein, with a view to achieve the aforesaid, the Promoters have stipulated that they would be entrusting the aforesaid facilities, in the first instance, to a Facility Management Agency and the acquirers of apartments would be liable, as part of their obligations, to contribute the proportionate share of the amounts payable by them, including the fees and charges payable by them to the Facility Management Agency. The Allottee has acquainted himself with the said stipulation and the consequences thereof, including the resulting financial implications therefrom. The Allottee confirms that he shall abide by and give effect to the said stipulation and not raise any grievance about the same.

30. **RIGHT TO INSTALL LOGO**

The Promoters will have a right to install or have installed their logo in/upon one or more places in the said building together with a statement about the same having been developed by them, and the Promoters reserve to themselves (and the Allottee covenants that he and the Society formed of acquirers of apartments in the Sale Building shall at all-time facilitate and not obstruct) full, free and complete right of way and means of access to such place/s at all times for the purpose of repairing, painting, altering, maintaining, servicing or changing the logo at their own costs and the Allottee or the Co-operative Society that may be formed shall not change, remove or disturb the logo so installed at any time under any circumstance whatsoever.

31. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters 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 Promoters. If the Allottee(s) fails to execute and deliver to the Promoters 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 Promoters, then the application of the Allottee shall stand cancelled without any further act of parties, and all sums deposited by the Allottee in connection therewith, including the booking amount shall be forfeited to the Promoters, and the Allottee shall then cease to have any right or interest to or in the said Apartment or against the Promoters.

32. **ENTIRE AGREEMENT**

The parties hereto record that the Agreement herein with its schedules and annexures constitutes and records the entire Agreement between the parties hereto with respect to the subject matter hereof, and all understandings, agreements, allotment letter, correspondence, arrangements, whether written or oral, if any between the parties with regard to the said Apartment are superseded and/or merged in these presents. The parties hereto further

confirm that there is no other collateral agreement or arrangement between the parties hereto. Accordingly, the Allottee shall not set up any right or claim on the basis of any brochures or other promotional material that they may have circulated or that may hereafter be circulated in respect of the said building and the development proposed on the Project Land, it being agreed between the parties hereto that the full and complete agreement between the parties is as recorded in these presents, and all previous representations shall be deemed to be merged in what is recorded by these presents.

33. **WAIVER**

Any delay or indulgence shown by the Promoters in enforcing the terms hereof, or any forbearance or giving of time by the Promoters to the Allottee shall not be construed as waiver on the part of the Promoters of any breach or non-compliance with any of the terms or conditions hereof by the Allottee, nor shall the same in any manner prejudice the Promoters' rights in law or hereunder.

34. **NOTICE**

All notices to be served on the Allottee in connection with this Agreement shall be deemed to have been duly served on the Allottee if sent to the Allottee by Registered Post A.D. or by Courier or by Hand Delivery or by E-mail to the address / email ID (as the case may be) of the Allottee hereinbefore mentioned / provided by the Allottee from time to time. The address of the Allottee for the purposes of this Agreement is as set out in the opening para of this Agreement. A notice shall be deemed to have been served (a) if personally delivered at the time of delivery and (b) if sent by Courier, Registered Post A.D. or by E-mail, at the time of delivery thereof to the person receiving the same. In the event the Allottee changes his address as recorded with the Promoters, he shall intimate the same to the Promoters, and thereupon all notices and communications shall be addressed to the changed address. Unless otherwise notified, communication to the address recorded with the Promoters shall be deemed to be duly served.

35. **JOINT ALLOTTEES**

In case there are joint Allottees, all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given

by him, which shall for all intents and purposes be deemed to have been properly served on all the Allottees.

36. **RIGHT TO AMEND**

This Agreement may be amended only by the written consent of the parties.

37. **SEVERABILITY**

If any provision of this Agreement is determined to be void or unenforceable under the provisions of the Act or the Rules and Regulations made hereunder or under other applicable laws, the provisions of this Agreement shall be deemed to be deleted or amended insofar as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the provisions of the RERA 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.

38. **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 the Project, the same shall be in proportion of the carpet area of the said Apartment to the total carpet area of all other apartments in the Project.

39. **FURTHER ASSURANCES**

Both parties agree that they shall execute acknowledge and deliver to the other such instruments and take such other actions in addition 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.

40. **PLACE OF EXECUTION**

The execution of this Agreement shall be completed only upon its execution by the Promoters through their respective Authorised Signatories at the Promoters' office at Mumbai. After the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution of

this Agreement, this Agreement shall be registered at the office of the concerned Sub-Registrar of Assurances.

41. This Agreement shall always be subject to the provisions of the RERA Act, the said Rules and the said Regulations or any statutory requirement or modification thereof.

42. **GOVERNING LAW**

This Agreement and the rights, entitlements and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with laws of India as applicable to Greater Mumbai, and the Court of law in Greater Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

43. **STAMP DUTY AND REGISTRATION**

All stamp duty and registration charges payable on these presents and on other documents to be executed pursuant hereto shall be borne and paid by the Allottee exclusively, and the Promoters shall not be liable to bear or pay any part of the same.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures hereto at Mumbai the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(JivanJyot Lands admeasuring 1822 sq.mts.)

ALL THAT the lands bearing S. No.125 (part), CTS No. 31/A admeasuring 1822 sq.mtrs. of Village Kanjur, Taluka Kurla, District Mumbai Suburban situate at Utkarsh Nagar, TembiPada Road, Bhandup (West), Mumbai 400 079 together with the slum colony standing thereon, as bounded as follows:

On or towards the North	:CTS NO 28
On or towards the East	:CTS NO 31 B PART 33 PART
On or towards the South	:13 40 MT WIDE DP ROAD
On or towards the West	:CTS NO 31 B PART 33 PART 34

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Promoters' Larger Lands admeasuring 4710.35 sq.mts.)

Firstly:

ALL THAT the lands bearing Survey No.125 (part), CTS No.31/B of Village Kanjur, Taluka Kurla, District Mumbai Suburban and admeasuring 652.50sq.mtrs. together with the portions of slum colony standing thereon situate at Utkarsh Nagar, TembiPada Road, Bhandup (West), Mumbai 400 079.

Secondly:

ALL THAT the lands bearing Survey No.123 (part), CTS Nos.32, 32/1 to 3, all of Village Kanjur, Taluka Kurla, District Mumbai Suburban, and admeasuring 669.01sq.mtrs. together with the slum colony standing thereon situate at Utkarsh Nagar, TembiPada Road, Bhandup (West), Mumbai 400 079.

Thirdly:

ALL THAT the lands bearing land bearing Survey No.123 (part), CTS No.33 (part) admeasuring 3349.94 sq.mtrs. of Village Kanjur, Taluka Kurla, District Mumbai Suburban, together with the slum colony standing thereon situate at Utkarsh Nagar, TembiPada Road, Bhandup (West), Mumbai 400 079.

Fourthly:

ALL THAT the lands bearing land bearing Survey No.123 (part), CTS No. 34 admeasuring 38.90sq.mtrs. of Village Kanjur, Taluka Kurla, District Mumbai Suburban, together with the slum colony standing thereon situate at Utkarsh Nagar, TembiPada Road, Bhandup (West), Mumbai 400 079.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Project Land admeasuring 2935.75 sq.mts)

Firstly:

(JivanJyot Lands admeasuring 1822 sq.mtrs.)

ALL THAT the lands bearing S. No.125 (part), CTS No. 31/A admeasuring 1822 sq.mtrs. of Village Kanjur, Taluka Kurla, District

Mumbai Suburban situate at Utkarsh Nagar, TembiPada Road, Bhandup (West), Mumbai 400 079 together with the slum colony standing thereon.

(Promoters' Lands admeasuring 1113.75 sq.mts.- Secondly and Thirdly below)

Secondly:

ALL THAT the lands bearing Survey No.125 (part), CTS No.31/B (part) of Village Kanjur, Taluka Kurla, District Mumbai Suburban and admeasuring 80 sq.mtrs. or there about together with the portions of slum colony standing thereon situate at Utkarsh Nagar, TembiPada Road, Bhandup (West), Mumbai 400 079.

Thirdly:

ALL THAT the lands bearing land bearing Survey No.123 (part), CTS No. 33 (part) admeasuring 1033.75sq.mtrs.or thereabout of Village Kanjur, Taluka Kurla, District Mumbai Suburban, together with the slum colony standing thereon situate at Utkarsh Nagar, TembiPada Road, Bhandup (West), Mumbai 400 079.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(being a description of the Apartment forming the subject matter of these presents)

ALL THAT the Apartment No._____ admeasuring _____ sq.ft., i.e. _____ sq.mtrs. or thereabouts carpet area on the _____ Floor of Wing "A"/ "B" of the building **JEEVAN ANAND** constructed by the Promoters on portions of the lands more particularly described in the **Third Schedule** hereinabove written shown (which Apartment is shown marked on the plan annexed hereto and marked **Annexure "3"**) together with __ Car Parking Space(s) / Slot(s) therein.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

COMMON AREAS AND FACILITIES:

- A. Common access road and compound of the said building, i.e. the open area of land appurtenant to the said building, but excluding the

open car parking spaces in the compound allotted/to be allotted to any of the apartments-purchasers,

- B. Demarcated open terrace above the top most floor of the building – as may be determined by the Promoters – for being used for common purposes like putting up T.V. antenna and for being used as an open terrace by the member owning residential apartments in the said building but not for putting up any construction or as a play area or any such objectionable user; if the Promoters do not sell the remaining area of the terrace in pursuance of the Promoters’ right and authority in that behalf, such remaining area shall also be a common area and facility,
- C. Recreation Space on the top floor of the Car Park Building
- D. Bore-well with submersible pump,
- E. Separate water tank,
- F. Common lighting in the common access leading to various buildings,
- G. Common electric connection for the Complex,
- H. Septic tank / STP if required in case of street connection not being available.
- I. Fire-fighting equipment and other attendant and support facilities

LIMITED COMMON AREAS AND FACILITIES:

- A. Mid-landing and landing on the floor of the respective Wing of the said building in which the particular apartments is located, as a means of access to the apartments but not for the purposes of storage or as a recreation area or for residence,
- B. The entrance lobby, staircase of the respective Wing of the building, the lifts and the lift machine-room – which shall be for the exclusive use of the residents of the particular wing, and persons having occasion to visit them

BUILDING - SPECIFIC COMMON AMENITIES:

1. R.C.C underground and overhead water tanks.
2. Pump/s.
3. Lifts.
4. Light and electrical fittings in the staircase, entrance hall and in the common passage.
5. Meter room.
6. Exterior Plumbing fixtures.
7. Fire fighting System

LIMITED COMMON AMENITIES:

1. Car Lifts in the Car Park Building.
2. Terrace above the Top most Floor, only to the extent required to service the common amenities mentioned above.

THE SIXTH SCHEDULE ABOVE REFERRED TO:**GENERAL AMENITIES**

- Elegant & well-designed entrance lobby
- Well-decorated branded lifts
- U.G. & O.H. water storage tank for 24 hrs. Municipal water supply
- Tube well water for flushing purposes
- Intercom for flat to flat and security communication
- Building treated with Anti-termite treatment
- Attractive elevation with paver blocks around the building
- Acrylic paints on external walls
- Earthquake resistant buildings
- Generator backup for lift, pump, compound lights & staircase lights
- Society office

LIVING ROOM AMENITIES

- 2 ft. X 2 ft. Vitrified tile flooring
- Decorative main wooden flush door on teak wood frame
- Cable TV points & Telephone points
- Essential light, fan & plug points
- Walls & ceiling with Gypsum finishing
- Anodised aluminium sliding windows with circuit breakers
- Good quality modular electric switches

KITCHEN AMENITIES

- 2 ft. X 2 ft. Vitrified tile flooring
- Black granite platform
- Concealed electrical wiring & points for refrigerator
- Designer ceramic tiles dado, upto 6' x 6" height

BEDROOM AMENITIES

- 2 ft. X 2 ft. Vitrified tile flooring
- Wooden flush door with cylindrical lock on teak wood frame
- Walls & ceiling with Gypsum finishing
- Essential light, fan & plug points
- Anodised Aluminium sliding windows with plain glass
- Concealed copper electrical wiring with circuit breakers
- Good quality modular electric switches

BATHROOMS / WASHROOM AMENITIES

- Designer ceramic tiles dado upto 6 ft. Height
- Ceramic tile flooring
- Waterproof door on granite frame
- Concealed plumbing with 3 in 1 mixer
- Good quality WC & wash basin
- Modern good quality CP plumbing fittings

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

- Lifts
- Water pumps
- Intercom
- Generator
- Car lifts
- Mechanical Stacks for parking
- Electrical Switches
- Aluminium sliding windows
- Door locks
- Electrical wiring, switches, circuit breakers & light fittings
- Plumbing pipes, fixtures & fittings
- Gymnasium equipments
- Garden equipments
- Children playing equipments
- Fire-fighting equipments
- Sewerage equipments, pipes, fixtures & fittings

SIGNED and **DELIVERED** by the) **FOR SUYOG DEVELOPERS,**
Within named **PROMOTERS**)
SUYOG DEVELOPERS)
by the hand of its partner)
Mr. _____)
in the presence of:) Partner

SIGNED and **DELIVERED** by the)
Within named **ALLOTTEE**)
_____)
_____)
in the presence of:)

RECEIVED of and from the Allottee above named)
the sum of Rs. _____ (Rupees _____)
_____ only))
being the amount expressed within to have been by)
Allottee to us at or before the execution hereof.) **Rs.** _____ /-

WE SAY RECEIVED,
For SUYOG DEVELOPERS,

Partner

Witnesses:

DATED THIS ____ DAY OF _____ 201_

Between

SUYOG DEVELOPERS

And

AGREEMENT FOR SALE

of Flat/Shop No.____ on the ____Floor
of

JEEVAN ANAND

At Utkarsh Nagar, TembiPada Road,
Bhandup (West), Mumbai 400 079.

NARAYANAN & NARAYANAN,
Advocates & Solicitors,
Windsor Chambers, 1st Floor,
Corner of Cawasji Patel Street
&JanmabhoomiMarg,
Fort, Mumbai 400 001.