

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** made at Mumbai, this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and Nineteen.

### **BETWEEN**

**KOLTE PATIL DEVELOPERS LIMITED** (having CIN No. **L45200PN1991PLC129428** and PAN No. **AAACK7310G**), a public limited company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> Floor, City Point, Dhole Patil Road, Pune - 411001 and also having its branch office at 501, 5<sup>th</sup> Floor, The Capital, Plot No C70, G-Block, Bandra - Kurla Complex, Bandra (East), Mumbai, 400 051, through its authorized signatory **Mr. NIREN CHAUDHARY** hereinafter referred to as the “**PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors and assigns) of the **ONE PART**;

### **AND**

**METROPOLITAN LIFESPACE REAL ESTATE DEVELOPERS PRIVATE LIMITED**, a company incorporated and registered under the provisions of the Companies Act, 2013 and having its registered office at Unit no. 1302, 13<sup>th</sup> Floor, Tower-3, Indiabulls Finance Centre, S. B. Marg, Mumbai 400013, Maharashtra (hereinafter referred to as “**METROPOLITAN**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **SECOND PART**;

### **AND**

**(1)AND (2), (3)** Indian Inhabitants both residing at \_\_\_\_\_ hereinafter jointly referred to as the “**ALLOTTEES**” (which expression shall, unless it be repugnant to the context or meaning thereof shall be deemed to mean and include, their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**;

The Promoter, Metropolitan and the Allottee/s shall hereinafter collectively be referred to as the “Parties” and individually as the “Party”.

### **WHEREAS:**

- A. (i) Saraswatibai Moreshwar Paranjape, (ii) Jayant Moreshwar Paranjape, (iii) Bhalchandra Vishnu Paranjape, (iv) Indirabai Bhalchandra Paranjape, (v) Madhav Bhalchandra Paranjape, (vi) Shankar Vishnu Paranjape, (vii) Shakuntalabai Shankar Paranjape, (viii) Vasant Shankar Paranjape, (ix) Dattatray Vishnu Paranjape, (x) Nirmalabai Dattatray Paranjape, (xi) Hemant

Dattatray Paranjape, (xii) Purshottam Vishnu Paranjape, (xiii) Pushpabai Purshottam Paranjape, (xiv) Shrikant Purshottam Paranjape, (xv) Shashank Purshottam Paranjape (Purshottam HUF) and (xvi) Govind Dinkar Paranjape were the owners of and/or otherwise well and sufficiently entitled to all those pieces and parcels of lands bearing (1) C.T.S. No. 126A admeasuring 2,171.4 sq. mtrs, or thereabouts, (2) C.T.S. No. 126B admeasuring 2,013.0 sq. mtrs or thereabouts, (3) C.T.S. No. 126C admeasuring 3,208.5 sq. mtrs or thereabouts, (4) C.T.S. No. 126D admeasuring 608.1 sq. mtrs or thereabouts, aggregately admeasuring 8,001.0 sq. mtrs or thereabouts of Village Vile Parle East and one Ruby Evhi Jacobs was the owner of and otherwise well and sufficiently entitled to all those pieces and parcels of lands bearing (1) C.T.S. No. 129 admeasuring 845.6 sq. mtrs or thereabouts, (2) C.T.S. No.129/1 admeasuring 66.3 sq. mtrs or thereabouts and (3) C.T.S. No.129/2 admeasuring 66.3 sq. mtrs or thereabouts aggregately admeasuring 978.2 sq. mtrs or thereabouts of Village Vile Parle East. The aforesaid lands admeasuring in the aggregate 8,979.2 sq. mtrs or thereabouts (as presently recorded in the respective Property Register Cards) situate, lying and being at Andheri Sahar Road, Vile Parle (East), Mumbai – 400 099 within the limits of the Municipal Corporation of Greater Mumbai and within the registration district and sub-district of Mumbai and Mumbai Suburban as more particularly described in the **First Schedule** hereunder written are hereinafter collectively referred to as “**the said Land**”. A copy of the CTS plan of the said Land delineating the same in red colour boundary is annexed hereto as “**Annexure [A]**”;

- B. By an Indenture dated 10<sup>th</sup> March 1970 made and entered into between Ruby Ivy Jacobs, therein referred to as the Vendor of the First Part, the Jai Vijay Co-operative Housing Society Ltd., therein referred to as the First Confirming Parties of the Second Part, (i) Arun Waman Apte and (ii) Keshav Narayan Dalvi, being Promoter of the then proposed “The Bhakti Vijay Co-operative Housing Society Ltd.” therein referred to as the Second Confirming Parties of the Third Part and The Bhakti Vijay Co-operative Housing Society Ltd., therein referred to as the Purchasers of the Fourth Part, and registered with the Sub Registrar of Assurances at Bandra under Serial No. 594 of 1970, the Vendor therein granted, sold, assigned, released, conveyed and assured and the Confirming Parties therein confirmed unto the Purchasers therein, all that piece and parcel of land bearing Plot No. 171 (part) admeasuring 468 sq. yds., Plot No. 172 (part) admeasuring 126 sq. yds., Plot No. 177 (part) admeasuring 123 sq. yds and Plot No. 178 (part) admeasuring 453 sq. yds., aggregately admeasuring 1170 sq. yds. or thereabouts equivalent to 978.237 sq. m or thereabouts along with messuages, tenements and dwelling houses standing thereon, situate at Paranjape “B” Scheme, Vile Parle, in the Registration Sub-District of Bandra, District Bombay Suburban at or for the consideration and in the manner contained therein. Subsequently Bhakti Vijay was merged with Jai Vijay Society in 1973. A merger certificate is annexed as “**Annexure [B]**”;
- C. By an Indenture dated 30<sup>th</sup> April 1971 made and entered into between (1) Moreshwar Vishnu Paranjape, for self and as the Karta or Manager of his Joint Hindu Family hereinafter mentioned (2) Saraswatibai Paranjape, (3) Jayashri Moreshwar Paranjape, and (4) Jayant Moreshwar Paranjape, a minor aged about 15 years by his father and natural guardian the said Moreshwar Vishnu Paranjape, being the only present members of a Joint Hindu Family of which the said Moreshwar Vishnu Paranjape is the Karta or the Manager and therein referred to as the Vendors of the First Part, (1) Bhalchandra Vishnu Paranjape, for self and as the Karta or Manager of his Joint Hindu Family hereinafter mentioned (2) Indirabai Paranjape, (3) Madhav Bhalchandra Paranjape, (4) Mira Paranjape, (5) Manjiri Madhav Paranjape, a minor of about 4 years of age and (6) Anand Madhav Paranjape, a minor about

1 year of age, the last two minors by their father and natural guardian the said Madhav Bhalchandra Paranjape being the only present members of a Joint Hindu Family of which the said Bhalchandra Vishnu Paranjape is the Karta or Manager therein referred to as the Vendors of the Second Part, Govind Dinkar Paranjape, therein referred to as the Vendor of the Third Part, (1) Shankar Vishnu Paranjape, for self and as the Karta or Manager of his Joint Hindu Family hereinafter mentioned (2) Shakunatala Paranjape, (3) Vasant Shankar Paranjape, and (4) Kumari Nandini Shankar Paranjape, being the only members of a Hindu Joint Family of which the said Shankar Vishnu Paranjape is the Karta or Manager therein referred to as the Vendors of the Fourth Part, (1) Dattatraya Vishnu Paranjape, for self and as the Karta or Manager of his Joint Hindu Family hereinafter mentioned (2) Nirmala Paranjape, (3) Jyotsna Dattatraya Paranjape and (4) Hemant Dattatraya Paranjape, a minor the age of 14 years by his father and natural guardian the said Dattatraya Vishnu Paranjape, being the only members of a Joint Hindu Family of which the said Dattatraya Vishnu Paranjape is the Karta or Manager therein referred to as Vendors of the Fifth Part, (1) Purushottam Vishnu Paranjape, for self and as the Karta or Manager of his Joint Hindu Family hereinafter mentioned (2) Pushpa Paranjape, (3) Shrikant Purushottam Paranjape, a minor of the age of 13 years and (4) Shashank Paranjape, a minor of the age of 9 years, the last two minors by their father and natural guardian the said Purushottam Vishnu Paranjape being the only members of a Joint Hindu Family of which the said Purushottam Vishnu Paranjape is the Karta or Manager, therein referred to as the Vendors of the Sixth Part, (1) Keshav Narayan Patwardhan and (2) Anand Sadashiv Netravali, being Promoter of the then proposed “Jai Vijay Co-operative Housing Society Ltd.”, therein referred to as the Confirming Parties of the Seventh Part and the Jai Vijay Co-operative Housing Society Ltd., therein referred to as the Purchaser Society of the Eight Part, and registered with the Sub Registrar of Assurances at Bandra under Serial No. 792 of 1971, the Vendors therein granted, sold, assigned, released, conveyed, transferred and assured unto the Purchasers therein, all that piece or parcel of land bearing reconstituted Plot No. “D” of Paranjape “B” Scheme new layout comprising of Paranjape B scheme Old Plot No. 170 admeasuring 611 sq. yds and Old Plot No. 171 (part) admeasuring 159 sq. yds. admeasuring in the aggregate 770 sq. yds equivalent to 643.8 sq. mtrs of thereabouts and bearing C.T.S. No. 126-D situate at Taluka Andheri in the Registration Sub-District of Bandra, Bombay Suburban District, at or for the consideration and in the manner contained therein;

- D. By an Indenture dated 27<sup>th</sup> March 1996 made and entered into between (1) Jayant Moreshwar Paranjape, for self and as the Karta or Manager of his Joint Hindu Family hereinafter mentioned (2) Nayana Jayant Paranjape, (3) Janavi Paranjape, a minor of about 12 years of age and (4) Niranjan Jayant Paranjape, a minor of about 11 years of age, the last two minors by their father and natural guardian the said Jayant Moreshwar Paranjape, therein referred to as the Vendors of the First Part, (1) Madhav Bhalchandra Paranjape, for self and as the Karta or Manager of his Joint Hindu Family hereinafter mentioned (2) Indira Bhalchandra Paranjape, (3) Mira Paranjape, (4) Manjiri Madhav Paranjape, (5) Anand Mahadev Paranjape, being the only present members of a Joint Hindu Family of which the said Madhav Bhalchandra Paranjape is the Karta or Manager, therein referred to as the Vendors of the Second Part, Govind Dinkar Paranjape, therein referred to as the Vendors of the Third Part, (1) Shankar Vishnu Paranjape, for self and as the Karta or Manager of his Joint Hindu Family hereinafter mentioned (2) Shakunatala Paranjape, (2) Vasant Shankar Paranjape, being the only present members of a Joint Hindu Family of which the said Shankar Vishnu Paranjape is the Karta of Manager, therein referred to as the Vendors of the Fourth Part, (1) Dattatraya Vishnu Paranjape, for self and as the Karta or Manager of his Joint Hindu Family hereinafter

mentioned (2) Nirmala Paranjape, (3) Hemant Dattatraya Paranjape, (4) Yolan Hemant Paranjape, (5) Tanay Hemant Paranjape, a minor of about 4 years of age by his father and natural guardian Hemant Dattatraya Paranjape being the only members of a Joint Hindu Family of which the said Dattatraya Vishnu Paranjape is the Karta or Manager, therein referred to as the Vendors of the Fifth Part, (1) Purushottam Vishnu Paranjape, for self and as the Karta or Manager of his Joint Hindu Family hereinafter mentioned (2) Pushpa Paranjape, (3) Shrikant Purushottam Paranjape, (4) Varsha Shrikant Paranjape, (5) Rahul Shrikant Paranjape, a minor of about 10 years of age (6) Sahil Shrikant Paranjape, a minor of about 6 years of age, last two minors by their father and natural guardian Shrikant Purushottam Paranjape (7) Shashank Purushottam Paranjape, (8) Meenal Shashank Paranjape, (9) Amit Shashank Paranjape, a minor of about 7 years of age, (10) Yash Shashank Paranjape, a minor of about 3 years age, last two minors by their father and natural guardian Sashank Purushottam Paranjape being the only present members of a Joint Hindu Family of the said Purushottam Vishnu Paranjape is the Karta or Manager, therein referred to as the Vendors of the Sixth Part and Jai Vijay Co-operative Housing Society therein referred to as the Purchasers of the Seventh Part, and registered with the Sub Registrar of Assurances under Serial No. 1202 of 1996, the Vendors granted, conveyed, assured and released and transferred unto the Purchasers all their right title and interest by way of reversion under the Lease Deed dated 30<sup>th</sup> April 1971 executed by Moreshwar Vishnu Paranjape and Others in respect of all that piece and parcel of land bearing reconstituted Plot No. B of Paranjape B scheme comprised of old plot no. 175 (part) admeasuring 283 sq. yds. old plot no. 176 (part) admeasuring 281 sq. yds., old plot no. 177 (part) admeasuring 207 sq. yds., old private access road admeasuring 533 sq. yds, old plot no. 12 (part) admeasuring 375 sq. yds. aggregately admeasuring 2512 sq. yds equivalent to 2100.3 sq. m or thereabouts bearing C.T.S No. 126-B situate at Taluka Andheri in the Registration Sub-District of Bandra, Bombay Suburban District, at or for the consideration and in the manner contained therein;

- E. By an Indenture dated 27<sup>th</sup> March 1996 made and entered into between (1) Jayant Moreshwar Paranjape, for self and as the Karta or Manager of his Joint Hindu Family hereinafter mentioned (2) Nayana Jayant Paranjape, (3) Janhavi Jayant Paranjape, a minor of about 12 years of age, and (4) Niranjan Jayant Paranjape, a minor of about 11 years of age, last two minors by their father and natural guardian the said Jayant Moreshwar Paranjape, therein referred to as the Vendors of the First Part, (1) Madhav Bhalchandra Paranjape, for self and as the Karta or Manager of his Joint Hindu Family hereinafter mentioned (2) Indira Bhalchandra Paranjape, (3) Mira Paranjape, (4) Manjiri Madhav Paranjape, (5) Anand Madhav Paranjape, being the only present members of a Joint Hindu Family of which the said Madhav Bhalchandra Paranjape is the Karta or Manager, therein referred to as the Vendors of the Second Part, Govind Dinkar Paranjape, therein referred to as the Vendor of the Third Part, (1) Shankar Vishnu Paranjape, for self and as the Karta or Manager of his Joint Hindu Family hereinafter mentioned (2) Shakuntala Paranjape, (2) Vasant Shankar Paranjape, being the only present members of a Joint Hindu Family, of which the said Shankar Vishnu Paranjape is the Karta or Manager, therein referred to as the Vendors of the Fourth Part, (1) Dattatraya Vishnu Paranjape, for self and as the Karta or Manager of his Joint Hindu Family hereinafter mentioned, (2) Nirmala Paranjape, (3) Hemant Dattatraya Paranjape, (4) Yolan Hemant Paranjape, (5) Tanay Hemant Paranjape, a minor of about 4 years of age by his father and natural guardian Hemant Dattatraya Paranjape, being the only present members of a Joint Hindu Family of which the said Dattatraya Vishnu Paranjape is the Karta or Manager, therein referred to as the Vendors of the Fifth Part, (1) Purushottam Vishnu Paranjape, for self and as the Karta or Manager of his Joint Hindu Family hereinafter

mentioned, (2) Pushpa Paranjape, (3) Shrikant Purushottam Paranjape, (4) Varsha Shrikant Paranjape, (5) Rahul Shrikant Paranjape, a minor of about 10 years of age, (6) Sahil Shrikant Paranjape, a minor of about 6 years of age, last two minors by their father and natural guardian Shrikant Purushottam Paranjape, (7) Shashank Purushottam Paranjape, (8) Minal Shashank Paranjape, (9) Amit Shashank Paranjape, a minor of about 7 years of age, (10) Yash Shashank Paranjape, a minor of about 3 years of age, last two minors by their father and natural guardian Shashank Purushottam Paranjape, being the only members of a Hindu Joint Family, of which the said Purushottam Vishnu Paranjape is the Karta or Manager, therein referred to as the Vendors of the Sixth Part and Jai Vijay Co-operative Housing Society, therein referred to as the Purchasers of the Seventh Part, and registered with the Sub Registrar of Assurances under Serial No. 1204 of 1996, the Vendors granted, conveyed, assured and released and transferred unto the Purchasers all their right title and interest by way of reversion under the Lease Deed dated 30<sup>th</sup> April 1971 executed by Moreshwar Vishnu Paranjape and Others in respect of all that piece and parcel of land bearing reconstituted Plot No. C of Paranjape B scheme comprised of old plot no. 178 (part) admeasuring 157 sq. yds., old plot no. 179 admeasuring 600 sq. yds., old plot no. 180 admeasuring 617 sq. yds., old private access admeasuring 650 sq. yds, old plot no. 11 (part) admeasuring 778 sq. yds. and old plot no. 12 (part) admeasuring 460 sq. yds. aggregately admeasuring 3262 sq. yds equivalent to 2727 sq. m or thereabouts bearing C.T.S No. 126-C situate at Taluka Andheri in the Registration Sub-District of Bandra, Bombay Suburban District, at or for the consideration and in the manner contained therein;

- F. The Municipal Corporation of Greater Bombay (“**MCGM**”) issued the Intimation of Disapprovals bearing Nos. GB/II/K/833/A dated 10<sup>th</sup> December 1966, GB/K/831/A dated 16<sup>th</sup> December 1966, GB/II/2663/A dated 10<sup>th</sup> March 1967, GB/II/K-878/A dated 10<sup>th</sup> March 1967, GB/II/K-832/A dated 10<sup>th</sup> March 1967, and CE/2364/BSII/AK dated 31<sup>st</sup> July 1970, inter alia, granting permission to the Promoter to develop the said Land and construct thereon, 6 (six) buildings/wings subject to modifying the plans and accordingly complying with the terms and conditions contained therein;
- G. Accordingly, 6 (six) residential buildings/wings (hereinafter referred to as “**the Existing Buildings**”) were constructed on the said Land;
- H. In or about 1971, the purchasers of the flats in one of the Existing Buildings being building No. 6 associated and formed a Society by the name of “Bhaktivijay Co-operative Housing Society Limited.” Thereafter in or about 1973, the said Society subsequently merged with “Jai Vijay Co-operative Housing Society Limited” registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing (Reg.No.BOM/HSG/4039 OF 1973) (hereinafter referred to as “**the said Society**”). In the aforesaid circumstances, the said Society has become the sole and absolute owner of the said Land together with the Existing Buildings and three structures. The said Land, the Existing Buildings and the three structures are collectively hereinafter referred to as “**the said Property**”;
- I. As the Existing Buildings were constructed in or around the year 1970-71, with passage of time the condition of the Existing Buildings deteriorated and the same became uninhabitable. Considering the aforesaid fact, the members of the said Society discussed and deliberated the proposition of redeveloping the said Property, by demolishing the Existing Buildings and three structures and constructing thereon new buildings as per the sanctions as may from time to time be granted by the MCGM;

- J. Accordingly, the said Society and the members vide resolutions passed in the Special General Body Meetings held on 12<sup>th</sup> January 2014 and 2<sup>nd</sup> February 2014, inter alia, resolved that the work of re-development of the said Property by demolishing the Existing Buildings and three structures and by constructing in its place and stead new building/s by utilizing the entire inherent Floor Space Index (“**FSI**”) as also the unutilised FSI and additional FSI by way of purchase of Transferable Development Rights (“**TDR**”) by payment of premium and/or under any other incentive FSI scheme of the government under the permissible Development Control Regulations (“**DCR**”);
- K. The said Society being desirous of redeveloping the said Property appointed Dhargalkar Technoosis (I) Pvt. Ltd. as their Project Management Consultants (hereinafter known as “**PMC**”) and issued public notices in The Times of India, Maharashtra Times and DNA all on 5<sup>th</sup> June, 2013 and in the Mid-Day (English) and Mid-Day (Gujarati) on 12<sup>th</sup> June, 2013 inviting offers from interested developers for redevelopment of the said Property in accordance with the terms and conditions of the tender;
- L. The Promoter has submitted its proposal dated 24<sup>th</sup> August 2013 enclosing the commercial bid to the said Society for redevelopment of said Property by demolishing the Existing Buildings and three structures standing on the said Property and constructing new buildings by utilizing and consuming current FSI as maybe available and loading TDR and additional FSI in form of Fungible FSI (“**Fungible FSI**”) to the maximum extent permissible as per the present Development Control Regulations, at the sole discretion of the Promoter. The Promoter has, inter alia, agreed that in lieu of the existing flats occupied by the Members, the Promoter shall provide new flats, free of cost, by way of permanent alternate accommodation in the new buildings proposed to be constructed on the said Property;
- M. The members of the said Society thereafter unanimously agreed and resolved that the development work of the said Property should be entrusted unto the Promoter herein. Accordingly, the members of the said Society passed a Resolution at the Special General Body Meeting of the Society held on 6<sup>th</sup> October 2013 thereby resolving to appoint the Promoter herein as the developer to undertake and carry out development of the said Property;
- N. Subsequently by and under a Development Agreement dated 13<sup>th</sup> February 2014 (hereinafter referred to as “**the said Development Agreement**”), executed between the said Society, therein referred to as the Society of the First Part and the Promoter herein, therein referred to as the Developer of the Second Part, the said Society granted unto the Promoter, the sole, exclusive and irrevocable development rights, authorities and powers in respect of the said Property together with the benefits of the entire inherent FSI as also the unutilised FSI and additional FSI by way of purchase of TDR by payment of premium and/or under any other incentive FSI scheme of the government under the permissible DCR and other rules and regulations applicable to the said Property for the consideration and on the terms and conditions more particularly recorded therein. The said Development Agreement/ Re-development Agreement is registered with the office of the Sub Registrar of Assurances at Andheri – 1 (Bandra), on 14<sup>th</sup> February, 2014 under Serial No. BDR-1/1447/2014.

- O. The layout plan in respect of the Project has been sanctioned on 12<sup>th</sup> August 2015 by MCGM, a copy whereof is annexed hereto and marked as “**Annexure C**” (“**Sanctioned Layout Plan**”);
- P. According to the Sanctioned Layout Plan, the following buildings and amenities shall be constructed on the said Property:-
- (a) 3 buildings consisting of 2 wings each namely Building No. 1 comprising of Wings A and B, Building No.2 comprising of Wings C and D and Building No. 3 comprising of Wings E and F;
  - (b) Each building shall comprise of 2 levels basement and stilt + 11 upper floors;
  - (c) The Common Areas and Amenities to be provided in the Project are listed in Annexure D annexed hereto
- Q. By and under an Agreement dated 11<sup>th</sup> December 2015 (“**Project Agreement**”) executed by and between the Promoter (therein referred to as the Developer) of the one part and Metropolitan (therein referred to as the Co-Developer of the other part) read with the Addendum Agreement dated \_19<sup>th</sup>December 2017, the Promoter and Metropolitan agreed to co-develop/ jointly develop the said Property, in the manner and on the terms and conditions specified therein. The said Project Agreement is registered with the office of the Sub Registrar of Assurances at Bandra on 11<sup>th</sup> December 2015 under Serial No. 9528/2015.
- R. In the premises aforesaid the Promoter together with Metropolitan have the sole, exclusive and irrevocable right to develop the said Property and construct a residential complex name and style of ‘Project Jai-Vijay’ (“**Project**”) on the said Property. Pursuant to the Project Agreement, Metropolitan is entitled to and sell and allot certain flat(s) forming part of the Co-Developers Premises (as defined in the Project Agreement) (“**Co-Developer/Metropolitan Premises**”), after reserving the Society’s existing members premises as more particularly defined in the said Project Agreement and the Developer Premises as set out in the Project Agreement, and enter into Agreements and receive the consideration in respect of the Co-Developers Premises. Under the Project Agreement, Metropolitan is authorized and permitted to sell and transfer on ownership basis, certain flats, apartments, tenements, units, premises and parking spaces in the buildings and structures to be jointly developed by the Promoter, for such consideration and on such other terms, conditions, covenants, stipulations and provisions as may be decided and deemed fit by Metropolitan, and for this purpose to sign and execute the necessary agreements, deeds, documents and writings with the Purchasers/transferees of the same. The said Development Agreement and the Project Agreement also *inter-alia* provide that on completion of development of the said Property or portions thereof from time to time, the Promoter alone will hand over possession of various flats, apartments, tenements, units, premises car parks constructed / provided thereon to the Purchasers / transferees thereof. The Promoter has agreed, under the Project Agreement, that the Promoter will be liable as a promoter to all purchasers including the Purchasers herein under the Act as amended from time to time and the Purchasers will look only to the Promoters for the purpose of compliance with the obligations of ‘promoters’ under the Act;
- S. Pursuant to the right and authority obtained by Metropolitan vide the said Project Agreement, the Promoter and Metropolitan have the sole, exclusive and irrevocable right to jointly develop the Project on the said Property. Metropolitan is also entitled to sign and execute the necessary agreements, deeds, documents and writings with the purchasers / transferees of the

Metropolitan Premises.

- T. The Promoter through its Architect has prepared and submitted plans to MCGM for approval and MCGM has issued its Intimation of Disapproval (IOD) bearing No. CHE/WS/1527/K/337 (NEW) dated 12th August 2015, 14th March 2017 and 17th February 2018. Subsequently, MCGM has also issued the Commencement Certificate No. CHS/WS/1527/K/337(NEW) dated 25th February, 2016, 21st June 2017, 12th December 2017 and 13th March 2018. Hereto annexed and marked as “Annexure [E]” and “Annexure [F]” respectively are copies of the I.O.D. (issued from time to time) and Commencement Certificate. The Promoter has also annexed copies of the Property Register Cards in respect of the said Property as “**Annexure [G]**”;
- U. In furtherance thereto, the Promoter intends to get further sanctions as enumerated in “**Annexure H**” annexed hereto;
- V. The Promoter has accordingly commenced construction on the said Property, in accordance with the sanctioned plans as enumerated in “**Annexure I**”;
- W. The Promoter has got some of approvals from the concerned local authorities with respect to the plans, specifications, elevations, sections of the buildings and shall obtain the balance approvals from various authorities from time to time so as to obtain Building Completion Certificate or Occupation Certificate of the buildings;
- X. While sanctioning the plans the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property and the buildings and upon due observance and performance of which only the Completion or Occupation Certificates in respect of the buildings shall be granted by the concerned local authority;
- Y. The Promoter has in the operative part of this Agreement made complete disclosures relating to the Project and the construction thereof, the Common Areas and Amenities relating to the Project and the Internal Apartment Amenities to be provided to the Allottee;
- Z. The Promoter has entered into a Standard Agreement with Hafeez Contractor, an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- AA. The Promoter has appointed JW Consultants LLP, Structural Engineers for the preparation of the structural design and drawings of the buildings and the Promoter accept the professional supervision of the Architect and the Structural Engineer till the completion of the buildings;
- BB. The Promoter has appointed Space Age Consultants as the Liaison Consultant/BMC Consultant in respect of the Project;
- CC. AA. M/s. Hariani & Co., Advocates and Solicitors have issued a Certificate Relating to Title dated 8<sup>th</sup> December, 2014 in respect of the said Property, a copy whereof is annexed hereto and marked as “**Annexure [J]**”;



- DD. The Allottee has demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of title relating to the said Property and the plans, designs and specifications prepared by the Promoter's Architects and Structural Consultants and of such other documents as are specified under the Act read with the rules and regulations made thereunder;
- EE. An Arbitration Petition has been filed by the Society against the Promoter before the learned sole Arbitrator Arif S. Doctor raising a grievance in respect of the size and specifications of the clubhouse to be constructed by the Promoter on the property. The aforesaid Arbitration Petition is pending. On account thereof, the Promoter has not commenced the construction of the clubhouse and certain allied and related external infrastructure activities.
- FF. The Allottee has satisfied himself with regards to the title of the Promoter and Metropolitan to the said Property and the rights of the Promoter and Metropolitan to develop the same and has clearly understood the construction to be carried out by the Promoter in the Project as disclosed under this Agreement;
- GG. As per the requirement of the Allottee, the Allottee is offered an Apartment forming a part of the Co-Developer/Metropolitan Premises bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. i.e. \_\_\_\_\_ sq. mt. RERA Carpet Area on the floor in the wing of the building called Jai Vijay being constructed in the Project by the Promoter (hereinafter referred to as the said **“Apartment”**);
- HH. Being fully satisfied with the representations made by the Promoter and Metropolitan and having clearly understood the same, the Allottee has agreed to purchase and on the basis of the confirmations and undertakings given by the Allottee to observe, perform and comply with all terms, conditions and provisions of this Agreement and the express confirmation by the Allottee that it/he/her/they has/have understood the disclosures made by the Promoter and Metropolitan under the terms of this Agreement, Metropolitan has agreed to allot and sell the said Apartment to the Allottee for the consideration of Rs. \_\_\_\_/- (Rupees Only) and on the terms and conditions hereinafter appearing;
- II. Prior to the execution of these presents, the Allottee has paid to Metropolitan a sum of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ Only) being part consideration for the Apartment agreed to be sold by Metropolitan to the Allottee as earnest money (the payment and receipt whereof the Promoter do hereby admit and acknowledge) and the Allottee has agreed to pay to Metropolitan the balance consideration in the manner set out hereinafter in this Agreement;
- JJ. The Promoter has registered the Project under the provisions of the said Act with the Real Estate Regulatory Authority at Mumbai under No. P51800004446 read with Certificate of Extension of the Project dated 17/10/2019. An Authenticated Copies of the Registration Certificate of the Project is annexed hereto and marked as “Annexure M”;
- KK. Under Section 13 of the said Act the Promoter/Metropolitan is required to execute a written Agreement for Sale in respect of the said Apartment in favour of the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908;
- LL. The Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein;

MM. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and in all the Applicable Law, are now willing to enter into this Agreement on the terms and conditions hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

1. **DEFINITIONS**

- 1.1 “**Act**” shall mean The Real Estate (Regulation and Development) Act, 2016 and the rules and regulations framed thereunder together with all such amendments, modifications and/or re-enactments related thereto;
- 1.2 “**Agreement**” shall mean this Agreement for Sale, including all recitals and schedules herein and all annexures annexed hereto and shall also include any written modification hereof executed by and between the Promoter, Metropolitan and the Allottee/s;
- 1.3 “**Allottee**” shall include the person who subsequently acquires the Apartment and the Covered Parking Space if applicable through sale, transfer or otherwise but does not include a person to whom the Apartment and/or the Covered Parking Space is given if applicable on rent;
- 1.4 “**Allottee’s Interest**” shall mean the interest payable by the Allottee to Metropolitan at 2 (two) percent above the State Bank of India Highest Marginal Cost of Lending Rate prevailing on the date on which the amount payable by the Allottee to Metropolitan becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.
- 1.5 “**Apartment**” shall mean the apartment forming a part of the Co-Developer/Metropolitan premises having residential user located on the \_\_\_\_\_ floor in the said Building and shown with green colour boundary line on the typical floor plan thereof annexed hereto and marked as “**Annexure K**” to be allotted in favour of Allottee under the terms of this Agreement;
- 1.6 “**Applicable Law**” shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, guidelines, policies, notices, directions, judgements, decrees, conditions of any regulatory approval or license issued by a government, government authorities, statutory bodies, competent authorities and judgments and other requirements of any statutory and relevant body / authority;
- 1.7 “**Approvals**” shall mean and include but shall not be limited to all sanctions, permissions, licenses, letters, no objection certificates, exemptions, letters of intent, annexures, intimations of disapproval, commencement certificates, occupation certificates, notifications, plans, and such other documents / writings by whatever name called that envisage the grant of consent enabling / facilitating construction / development together with renewals, extensions, revisions, amendments and modifications thereof from time to

time that have been obtained / shall be obtained from sanctioning bodies / authorities in respect of the buildings to be constructed on the said Property or any part or portion of the said Property;

- 1.8 **“Architect”** shall mean a person registered as an architect under the provisions of the Architects Act, 1972;
- 1.9 **“Authenticated Copy”** shall mean a self-attested copy of any document required to be provided by the Promoter to the Allottee;
- 1.10 **“Buildings”** shall mean the 3 (three) buildings consisting of 2 wings each namely Building No. 1 comprising of Wings A and B, Building No.2 comprising of Wings C and D and Building No. 3 comprising of Wings E and F on the Sanctioned Layout Plan annexed hereto and marked as Annexure C to be constructed by the Promoter on the said Property;
- 1.11 **“The said Building”** shall mean Wing \_\_\_\_ of the building known as Jai Vijay comprising of 2 (two) levels basement and stilt plus 11 (eleven) upper floors being one of the Buildings to be constructed by the Promoter on the said Property;
- 1.12 **“Carpet Area”** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. It is clarified that the expression “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment and the expression “exclusive open terrace area” means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee;
- 1.13 **“Covered Parking Space”** shall mean \_\_ (\_\_\_\_) covered/ enclosed area situated in the basement/stilt for parking of the vehicle of the Allottee and does not include a garage and/or open parking;
- 1.14 **“Common Areas and Amenities”** shall mean the areas, amenities and facilities intended for the common use of the Allottee of the apartments in the Project and includes the amenities listed in **“Annexure D”** annexed hereto to be constructed on the said Property according to the Sanctioned Layout Plan alongwith the internal path/ road lights, water and electricity supply, security, sewerage, drainage, public works, fire-fighting systems and works, water tanks, etc.;
- 1.15 **“Force Majeure Event”** shall mean and include the following events / circumstances which jointly and/or severally, directly and/or indirectly, impact / impede the development activities that are intended to be carried out on the said Property:
- (i) non-availability of steel, other building material, water or electric supply;
  - (ii) war, civil commotion, Act of God, fire, flood, drought, earthquake, cyclone, explosion, epidemics, natural disasters, accidents, air crashes, war, riot, hostilities of war, civil commotion, terrorist acts or sabotage;
  - (iii) any notice, order, rule, notification of the Government and/or other public or competent authority;
  - (iv) the promulgation of or amendment in any law, rule or regulation or the issue of

- any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Allotment Letter;
- (v) Any internal modification at the instance of the Allottee and the time taken for its completion;
  - (vi) Acts associated with the action or inaction on the part of the Allottee resulting in breach of the terms and conditions of this Agreement and/or Applicable Law to be observed and performed by the Allottee and/or any interference or obstruction by the Allottee resulting in the delay or standstill of the work of construction or grant if approvals related to the Project.
- 1.16 **“FSI” / “TDR FSI”** shall mean the Floor Space Index and related building potential as defined and enumerated under various statutes, schemes, circulars, notifications etc. provided under the laws applicable in the State of Maharashtra;
- 1.17 **“Internal Apartment Amenities”** shall mean the amenities, fixtures and fittings listed in the **“Annexure L”** annexed hereto proposed to be provided in the said Apartment;
- 1.18 **“Intimation to take Possession”** shall mean the written intimation that shall be given by Metropolitan or the Promoter on behalf of Metropolitan to the Allottee/s to take possession of the Apartment within a period of 30 (thirty) days from the date of the Promoter or Metropolitan intimating the Allottee to take possession;
- 1.19 **“Plans”** shall mean the drawings, plans, layout included in Annexure C and such other specifications as approved and sanctioned by the MCGM and other concerned statutory bodies and authority/ies in respect of the Project together with amendments, modifications and alterations related thereto together with all future plans, drawings and layouts as may be submitted by the Promoter from time to time and approved by the authorities in respect of the Project;
- 1.20 **“Project”** shall mean the proposed construction and development on the said Property;
- 1.21 **“Possession Date”** shall mean the date on which the notice period under the Intimation to take Possession expires and/or the Allottee takes possession of the Apartment, whichever is earlier;
- 1.22 **“Promoter Interest”** shall mean the interest payable by the Promoter to the Allottee at 2 (two) percent above the State Bank of India Highest Marginal Cost of Lending Rate prevailing on the date on which the amount payable by the Promoter to the Allottee due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then it would be replaced by such the benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public;
- 1.23 **“Society”** shall mean the existing Jai Vijay Co-operative Housing Society Limited;
- 1.24 **“Structural Engineer”** means a person who possesses a bachelor’s degree or equivalent from an institution recognized by the All India Council of Technical Education or any university or institution recognized under a law or is registered as an engineer under any other law for the time being in force.

2. **INTERPRETATION:**

- 2.1 Except where the context requires otherwise, this Agreement will be interpreted as follows:
- 2.2 The recitals recited hereinabove, annexures and schedules hereto shall form an integral part of this Agreement as if the same are set out and incorporated herein in verbatim;
- 2.3 Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
- 2.4 Words importing the singular shall include plural and vice versa;
- 2.5 Reference to Recitals, Clauses, Schedules and Annexures are to recitals, clauses, schedules and annexure of this Agreement;
- 2.6 All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neutral gender;
- 2.7 The expressions "hereof, "herein" and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular Clause or provision in which the relevant expression appears;
- 2.8 References to "Rupees" and "Rs." are references to the lawful currency of India;

3. **ALLOTMENT**

- 3.1. The Promoter shall construct the Project on the said Property in accordance with the Approvals and Plans.
- 3.2. Subject to the terms and conditions of this Agreement, the Allottee hereby agrees to purchase and acquire from Metropolitan and Metropolitan agrees to sell to the Allottee the Apartment together with Internal Apartment Amenities at or for the Consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** payable by the Allottee to Metropolitan in the manner provided in the Clause 4 herein below. The Apartment is described in the Second Schedule hereunder written.
33. The Allottee is aware that the parking space cannot be sold by the Promoter and Metropolitan and the same forms part of the Common Area and Amenities. The Promoter and Metropolitan shall however identify a car parking space for the Allottee which the Allottee will be entitled to use, subject to the approval/confirmation/affirmation of the Society.
34. It is agreed between the Parties, that the Covered Parking Space shall only be identified and the same shall not be for an allotment or for a sale. The Allottee is aware that the allotment of the parking space will be governed by the rules and regulations of the said Society and that the identification made by the Promoter and Metropolitan will be subject to its ratification by the said Society and there will be no obligation of the Promoter and

Metropolitan towards the same in whatsoever manner.

35. The Allottee hereby unconditionally agrees not to raise any claim or dispute with respect parking space with the Promoter and / or Metropolitan any time hereafter. The Allottee further agrees to indemnify and keep indemnified the Promoter and Metropolitan forever with respect to any loss, harm, prejudice caused to the Promoter and/or Metropolitan in the event action/claim/dispute is sought by the Allottee or his heirs, executors, administrators or assigns against the Promoter and /or Metropolitan.
36. The Allottee agrees that the parking space would be used exclusively for parking of light motorized vehicles and would not be used as storage or put to any other use under any circumstances, inclusive of housing pets, cattle, animals etc.

4. **CONSIDERATION**

- 4.1. The total consideration payable by the Allottee for the said Apartment together with the Internal Apartment Amenities is Rs. \_\_\_\_/- (**Rupees \_\_\_\_\_ Only**) (**“Consideration”**);
- 4.2. The Allottee hereby agrees to pay to Metropolitan the Consideration in the following manner:

Sr. No.	Rs.(in figures) (in lakhs)	Rs. (In Words) (in lakhs)	Due Date
(i)			To be paid on or before execution of this Agreement;
(ii)			On completion of Basement I;
(iii)			On completion of Basement II;
(iv)			On completion of Plinth slab;
(v)			On completion of 2nd slab;
(vi)			On completion of 4th slab;
(vii)			On completion of 6th slab;
(viii)			On completion of 8th slab;
(ix)			On completion of 10th slab;
(x)			On completion of Terrace slab;

(xi)			On completion of Brickwork;
(xii )			On completion of Flooring;
(xi ii)			On Occupation Certificate
Total			

4.3. Out of the aforesaid consideration, the Allottee has paid an amount of **Rs. \_\_\_\_/-** (**Rupees \_\_\_\_\_ Only**) not exceeding 10% of the total consideration as earnest money to Metropolitan before the execution of this Agreement in the following manner:-

SR.NO	AMT	CHQ.NO	CHQ. DT	BANK
1.				
2.				
3.				
4.				
5.				
6.				
7.				
TOTAL				

4.4. The Allottee agrees to deduct TDS, at the time of payment/credit (whichever is earlier) of each installment, such amount (that shall upon the payment of all the installments aggregate to 1% of the Consideration payable to Metropolitan) as TDS in accordance with the provisions of Section 194 IA of the Income Tax Act and pay the same to the Government in accordance with the provisions mentioned under therein. In case of non-payment of TDS by the Allottee to the Competent Authority, the Allottee shall be deemed to be in default of payment of total sale consideration and the Allottee shall be liable for consequences as a result thereof as more particularly stated hereinafter.

4.5. The Consideration as also all other amounts as may be due and payable by the Allottee under these presents are exclusive of all taxes, levies, duties, cesses etc. All such taxes, levies, duties, cesses (whether applicable/payable now or become applicable/payable in future) including Value Added Tax (VAT) and/or Taxes and/or Works Contract Tax, and/or Goods and Services Tax or any other tax/liability on account of this transaction in future, shall be borne and paid by the Allottee alone and Metropolitan shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof. The Allottee shall also fully reimburse the costs and expenses that may be incurred by Metropolitan by reason of any legal proceedings that may be instituted by the authorities concerned against the Promoter or Metropolitan on account of such liability. Further, in an event additional taxes are levied in any manner or form by any Government Body/Authority by virtue of change in law or otherwise then the Allottee shall solely be liable to make payment of such additional taxes.

- 4.6. The Purchaser is hereby informed that Section 171 of the Central Goods and Services Tax Act, 2017 makes it mandatory to pass on the benefit of reduction in rate of tax to the Customer by way of commensurate reduction in prices. Metropolitan has accordingly in compliance with the aforesaid provision passed on the benefit of anti-profiteering to the Purchaser. However it is worthwhile to note that the methodology for calculation of the anti-profiteering is yet to be prescribed by Government and given this, if there is any change in the benefit amount being passed by Metropolitan, the anti-profiteering benefits will stand altered (recoverable / payable) to that extent.
- 4.7. The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. Metropolitan undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the Competent Authorities etc., Metropolitan shall enclose the said notification/ order/ rule/ regulation that is published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 4.8. The Allottee shall make all payments of the Consideration due and payable to Metropolitan through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of **“MLRED – JAI VIJAY – RERA MASTER ESCROW ACCOUNT 100%.”** In case of any financing arrangement entered into by the Allottee with any financial institution with respect to the purchase of the Apartment, the Allottee undertakes to direct such financial institution to pay all such amounts towards the Consideration on respective milestones as mentioned in Clause No. 4.2 hereinabove and the Allottee shall ensure that such financial institution shall disburse/pay all such amounts towards the Consideration due and payable to Metropolitan through an account payee cheque/demand draft wire transfer/ any other instrument drawn in favour of **“MLRED – JAI VIJAY – RERA MASTER ESCROW ACCOUNT 100%.”** Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Apartment and shall be construed as a breach on the part of the Allottee, in which event Metropolitan shall be entitled to terminate this Agreement in the manner stated in this Agreement and the consequences of termination as recorded in this Agreement shall follow.
- 4.9. The Allottee may obtain finance from any financial institution/bank or any other source for purchase of the Apartment at his/her/their cost and responsibility. The Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will always remain bound to make payment of the Consideration and other amounts payable under the terms of this Agreement. The Promoter or Metropolitan shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the Apartment on any ground or revokes the loan already granted. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Allottee shall not make such refusal/ delay an excuse for non-payment of any installments / dues to Metropolitan within stipulated time as per the Payment Plan.



- 4.10. The Allottee agrees and confirms that the payment of instalments shall be made to Metropolitan within a period of 10 (ten) days from the date of the demand letter issued by Metropolitan for payment of the respective installments (“**Due Date**”) without any delay or default, in terms of this Agreement. An intimation forwarded by Metropolitan to the Allottee that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed. It is specifically agreed by the Allottee that this Agreement shall not create any right, interest and/or claim of the Allottee on the Apartment agreed to be sold until and unless all the amounts due and payable by the Allottee and as recorded herein are paid by the Allottee to Metropolitan.
- 4.11. The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the said Building is completed and the Occupation Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area beyond 3%, Metropolitan shall reimburse to the Allottee, within a period of 45 (forty-five) days without any Interest from the date when such excess amount was paid by the Allottee. Likewise, if there is any increase in the Carpet Area beyond 3%, Metropolitan shall demand additional amount from the Allottee as per the next milestone of the payment plan provided in Clause 4.2.
- 4.12. The Allottee authorizes Metropolitan to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as Metropolitan may, in its sole discretion, deem fit and the Allottee undertakes not to object/demand/direct Metropolitan to adjust his payments in any manner.
- 4.13. Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Apartment to the Allottee after receiving the Occupation Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee shall make timely payments to Metropolitan of the instalments and other dues payable by him/her and meet the other obligations under this Agreement as provided in the payment plan hereinabove.

## 5. **DEFAULT IN PAYMENT OF CONSIDERATION**

- 5.1. In the event the Allottee fail to make the payments of the aforesaid installments to Metropolitan within the time period mentioned hereinabove then in that event Metropolitan shall issue a 45 (forty-five) days’ notice to the Allottee asking the Allottee to make such payments within the aforesaid notice period. However, if the installments/payments are not received within 45 (forty-five) days from the Due Date by the Allottee, Metropolitan shall issue a pre-cancellation letter and the Allottee shall be called upon to pay the requisite amounts within 15 (fifteen) days failing which the allotment and the Agreement shall be cancelled and terminated at the sole, absolute and unfettered discretion Metropolitan. Metropolitan will issue a cancellation/ termination letter without any further notice to Allottee.
- 5.2. The Allottee shall be liable to pay to Metropolitan, Allottee’s Interest (as defined above) on all the outstanding amounts which become due but remain unpaid by the Allottee to Metropolitan. The Allottee’s Interest shall be payable from the date on which the amount becomes due and payable till the date of actual payment (both days inclusive).

- 5.3. In addition to the Allottee's liability to pay the Allottee's Interest, the Allottee shall also be liable to pay and reimburse to Metropolitan, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by Metropolitan for the purpose of enforcing payment of and recovering from the Allottee any amount/s or due/s whatsoever payable by the Allottee under this Agreement.
- 5.4. Upon termination of this Agreement, Metropolitan shall refund the monies paid by Allottee without interest after forfeiting 5% of the Consideration. However, such repayment shall be made within a period of 30 (thirty) days from the date of the Allottee executing and registering a Deed of Cancellation in favour of Metropolitan.
- 5.5. Upon termination of this Agreement, the Allottee shall be left with no right or lien in the said Apartment or parking space or on the amount paid till such time. The balance amount shall be refundable to the Allottee without any interest within 30 (thirty) days of Deed of Cancellation being executed. The refund of such balance amount will be made by Metropolitan as and by way of RTGS and the same shall be full and final discharge of all the obligations on part of Metropolitan or its employees and the Allottee will not raise any objection or claim on the Promoter or Metropolitan in this regard.
- 5.6. Metropolitan may at their sole discretion condone the breach committed by the Allottee and may revoke cancellation of the allotment provided that the Apartment has not been re-allotted to other person till such time and the Allottee agrees to pay the unearned profits (difference between the earnest money and prevailing sales price) in proportion to total amount outstanding on the date of restoration and subject to such additional conditions/undertaking as may be decided Metropolitan. Metropolitan may at its sole discretion waive the breach by Allottee for not paying the aforesaid installments but such waiver shall not mean any waiver in the interest amount and the Allottee will have to pay the full amount of interest due.
- 5.7. Upon cancellation of the booking, Metropolitan shall be at a liberty to sell or otherwise dispose of the Apartment to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as Metropolitan may in their sole, absolute and unfettered discretion think fit and proper and the Allottee shall not be entitled to raise any objection or dispute in this regard. However, it is agreed between the Parties that Metropolitan shall adjust the amount due from Allottee first towards the interest due then towards taxes and then towards the Consideration.
- 5.8. The Allottee agrees and undertakes to execute a deed, document, or writing including a Deed of Cancellation to cancel this Agreement. The balance amount, if any, shall be paid to the Allottee within a period of 30 (thirty) days from the date the cancellation of this Agreement and/or receipt of the Deed of Cancellation, documents or writings as aforesaid. In the event of cancellation of this Agreement as aforesaid, the Allottee irrevocably agrees that the Promoter and Metropolitan shall be entitled to file declaration with respect to termination and cancellation of this Agreement before the Sub-Registrar of Assurances.
6. **INTERNAL APARTMENT AMENITIES AND COMMON AREAS AND AMENITIES**
  - 6.1. It is agreed that the Apartment shall be of R.C.C. structure with light weight blocks with gypsum plaster only. Further, the proposed carpet area of the Apartment would be as per

the approved plans and may change as a result of physical variations due to tiling, ledges, plaster, skirting, RCC column etc.

- 6.2. The Internal Apartment Amenities to be provided in the said Apartment and the materials to be used in the construction of the said Building and the specifications thereof are those as set out in the **Third Schedule** hereunder written and the Allottee shall satisfy himself/herself/themselves about the same before taking possession of the said Apartment.
- 6.3. The Allottee confirms that the Promoter and / or Metropolitan shall not be liable to provide any other fixtures and fittings save and except those mentioned in the Third Schedule herein. Further, the Allottee confirms that the Promoter has full right to change fixtures and fittings to be provided in the circumstances wherein there is an uncertainty about the availability of fixtures and fittings required to be provided either in terms of quantity and quality and/or delivery and/or for any other reason beyond the control of the Promoter. The Allottee agrees not to claim any reduction or concession in the consideration from Metropolitan on account of any change or substitution in the fixtures and fittings by the Promoter in the Apartment.
- 6.4. Prior to taking possession of the Apartment, the Allottee shall satisfy himself/herself in respect of the Internal Apartment Amenities. Once possession is taken, the Allottee shall not be entitled to raise any demands or make any claims thereafter.
- 6.5. The Allottee hereby agrees, declares and confirms that save and except the Internal Apartment Amenities to be provided by the Promoter as listed in the Third Schedule, the Promoter and / or Metropolitan shall not be liable, required and /or obligated to provide any further amenities in the Apartment.
- 6.6. With regard to the Common Areas and Amenities which are described in “**Annexure D**” annexed hereto, it is agreed that:
  - (i) The Allottee will not have any right, title, interest etc. in respect of the Common Areas and Amenities;
  - (ii) The Allottee shall only be permitted to use the Common Areas and Amenities on such terms and conditions as the said Society may deem fit;
  - (iii) The Common Areas and Amenities for Project have not been completed as the same are allied with the clubhouse and the construction of club house is pending on account of the Arbitration Petition filed by the Society. The Allottee/s assure that he/she/they shall not raise any objection in respect thereof and/or claim any damages or compensation whatsoever and in any event Metropolitan shall not be held liable for the same.
  - (iv) The Allottee hereby confirms and consents to the irrevocable, absolute and unfettered right of the Promoter and of Metropolitan to develop, sub-develop and/or assign its rights, give on lease, sub-lease, and/or deal with and dispose off the unsold apartments together with proportionate rights in the common areas, such as staircase, staircase landing, entrance lobby, recreation ground, internal roads, open spaces, terraces, recreational facilities such as swimming pool, garden as provided in the plan, and Club house with gymnasium which is proposed and under approval, in the manner deemed fit by the Promoter/ Metropolitan without any consent or concurrence of the Allottee or any other person. The Allottee confirms that the aforesaid recreational facilities are available only for the use and enjoyment of the

holders of various apartments in the said Buildings along with the members of the said Society. The Allottee hereby covenants to exercise his/ her/ their right consistently with the rights of the other prospective allottees as also the members of the said Society and undertakes not to do any act, matter or thing which would affect/ prejudice the right of the other allottees to their respective Apartment including the, Common Areas and Amenities, etc.

7. **ALTERATION IN THE LAYOUT, PLANS AND DESIGN**

- 7.1. The Promoter has prior to the execution of this Agreement as well as at the time of execution of these presents disclosed to the Allottee the Sanctioned Layout Plan relating to the said Property. The Promoter shall make all efforts that the Sanctioned Layout Plan is not altered unless absolutely required in the interest of the Project.
- 7.2. The Promoter shall not make any additions and alterations in the Plans including the Sanctioned Layout Plan, the nature of fixtures, fittings and amenities relating to the Apartment without obtaining prior consent, in writing, of the Allottee in respect thereof. Provided that no prior consent of the Allottee shall be required if the variation, modification, alteration or addition in the Apartment is required by the Government, the concerned authorities or due to change in the Applicable Law.
- 7.3. In case if any alteration, amendment, revision, additions, etc. sought by the Promoter, relates to the said Building and such alteration affects the area of the Apartment in such manner that there is a variation whereby the Carpet Area of the Apartment increases/ decreases beyond 3% and/or such alteration affects the plan of the Apartment or the floor on which it is located, then the consequences as stated in Clause 4.11 above shall apply. The Allottee agrees and acknowledges that the Promoter shall not be required to obtain any consent from the Allottee if any such variations, modifications etc., do not affect the Apartment and the rights of the Allottee are not compromised in any manner whatsoever while doing so.
- 7.4. It is further agreed by and between the Parties that the Promoter may make minor additions or alterations in the Apartment as may be required by the Allottee or such minor changes or alterations as may be necessary due to the architectural and structural reasons duly recommended and verified by the Architect or Structural Engineer after proper declaration and intimation to the Allottee in that regard. Provided that the expression minor additions or alterations excludes structural changes including addition to the area (except due to variation as provided in clause 7.3. of this Agreement) or change in height of the Apartment, or removal of part of the Building, or any change in the structure such as construction or removal or cutting into of any wall or part of a wall, partition, column, beam, joist, floor including mezzanine floor or other support, or a change to or closing of any required means of access ingress or egress of a change to the fixtures or equipment etc.)
- 7.5. If due to any change in the F.S.I. Rules or otherwise, if additional F.S.I. becomes available by whatever name called then in such event the Promoter shall, if permitted by law, be entitled to use, utilize, consume and exploit such FSI on any part of the said property. The rights of the Promoter under the development Agreement with the Society shall be binding on the Allottee.

- 7.6. It is agreed between the Promoter and the Allottee that, if there are changes in laws or changes in the circumstances by virtue of which the proposed building plans cannot be executed as they were, the Promoter shall be entitled to modify such plans and all such modifications/ changes shall be unconditionally accepted by the Allottee.
- 7.7. If for any reason(s), Metropolitan is not in a position to allot the Apartment due to revision of the building plans or for any reasons whatsoever beyond the control of Promoter/Metropolitan, Metropolitan may consider for an alternative apartment and in case of failure to do so, the Metropolitan shall refund only amount paid (after deducting selling expenses incurred), without any interest however subject to deductions of taxes paid by the Allottee as per the relevant provision of the relevant act and Promoter/Metropolitan shall not be liable for payment of any compensation on this account whatsoever. Refund of monies paid towards taxes shall be as per the applicable provisions of the scheme opted by Promoter/Metropolitan on the date of cancellation. Should the Allottee not be interested in the alternate allotment then the Allottee shall intimate the Metropolitan of his/ her/ their non-acceptance within 30 (thirty) days of the dispatch of the intimation from Metropolitan failing which it will be presumed that Allottee has accepted the offer of alternate allotment.
- 7.8. It is understood between the Parties that every instance of refund by Metropolitan to the Allottee or further payment of consideration by the Allottee to Metropolitan shall be made within a period of 30 (thirty) days from the date of the change in area being ascertained.

8. **PROJECT COMPLETION**

- 8.1. The Promoter shall endeavor to complete the construction of the Apartment and Metropolitan or the Promoter on behalf of Metropolitan shall give Intimation to take Possession to the Allottee on or before or about **March 2020**, subject to Force Majeure Events.
- 8.2. The Project shall be deemed to have been completed on the Promoter obtaining the Occupation Certificate.
- 8.3. In the event the Promoter fails to complete the redevelopment work by 31<sup>st</sup> March 2020 subject to Force Majeure Event, then in that event the course of termination mentioned herein below shall follow.

9. **FORCE MAJEURE**

- (a) The Promoter shall be entitled to reasonable extension of time for giving Intimation to take Possession, if the completion of the said Buildings is delayed on account of Force Majeure Event as mentioned in Clause 1.15.
- (b) Upon a Force Majeure Event arising and the same continuing for a period of 30 (thirty) days, the Promoter shall inform the Allottee of the same and the Allottee shall acknowledge having been put to notice thereof. The consequences of the subsistence of a Force Majeure Event including extension of time period for completion shall be binding on the Allottee unconditionally.

10. **HANDOVER AND POSSESSION**

- 10.1. Once the Promoter receives the Occupation Certificate of the said Apartment, Metropolitan or the Promoter on behalf of Metropolitan shall give the Intimation to take Possession, to the Allottee. The Intimation to take Possession shall call upon the Allottee to take possession of the Apartment within a period of 30 (thirty) days from the date of receipt of the Intimation to take Possession.
- 10.2. Upon receiving the Intimation to take Possession, the Allottee shall take possession of the Apartment from Metropolitan within the period stated above and shall execute all necessary indemnities, undertakings and such other documentation as may be prescribed in this Agreement and/or required by the Promoter/ Metropolitan and Metropolitan shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.
- 10.3. In an event, Metropolitan or the Promoter on behalf of Metropolitan, as the case may be, fails to give the Intimation to take Possession due to the delay caused by the Promoter to the Allottee as stated above, the Allottee shall be entitled to seek from the Promoter, Promoter's Interest payable from Possession Date on all the amounts paid by the Allottee till that date towards Consideration (excluding stamp duty, registration fee, VAT, GST, tax, etc. paid to the authorities). The Promoter's Interest shall be payable from Possession Date till date of receipt of Occupation Certificate or any other certificate required for occupation of the Apartment. Further, the Promoter's Interest, if any accruing, shall be payable by the Promoter only at the time of handing over the possession of the Apartment and provided the Allottee has complied with the terms and conditions of this Agreement. It is expressly clarified that the Promoter's Interest shall not be payable by the Promoter once the Occupation Certificate has been obtained and Intimation to take Possession has been given to the Purchaser.
- 10.4. However, the promoters interest shall not be paid by the promoter in the following events:
- (a) For the period of delay caused in getting essential infrastructure facilities such as electricity, water supply etc. in case of Force Majeure Events as mentioned hereinabove, and /or
  - (b) If the Allottee commits any breach of terms and conditions contained herein.
- 10.5. In case the infrastructure facilities are not in place on the date of booking of the apartment or at the time of handing over of possession of the apartment by reason of any delay on the part of the government and which delay is beyond the control and scope of Promoter, the Allottee shall not claim any compensation for delay/ non-provision of infrastructure facilities and /or consequent delay in handing over the possession of the Apartment from the Promoter or Metropolitan.
- 10.6. Maintenance charges shall be decided by the Society and shall be paid to the Society directly by the Allottee. Maintenance, taxes and outgoings shall be payable by the Allottee on and from the date of the expiry of 30 days from the date of the intimation to take Possession.
- 10.7. The Promoter shall handover all the necessary documents and plans as per the local laws

to the Society within a period of 30 (thirty) days after obtaining the Occupation Certificate.

- 10.8. If the Promoter is unable to give possession of the Apartment to the Allottee by **March 2020** on account of any Force Majeure Event, then if the Allottee desires to cancel the allotment, Metropolitan shall on such a demand being made by the Allottee to Metropolitan and Promoter in writing ("**Allottee Request Letter**") within a period of 15 (fifteen) days of receipt ("**said Period**") of the Allottee Request Letter refund to the Allottee the principal amount already received by it in respect of the Apartment and the Promoter shall within a period of 15 (fifteen) days of receipt of the Allottee Request Letter pay Promoter's Interest from the date Metropolitan received the sums paid by the Purchaser till the refund of the Promoters Interest. The Allottee shall not be entitled to any /compensation damages of whatsoever nature. Further at the time of refund, if the Promoter has paid the Promoter's Interest and Metropolitan delays in refunding the Principal Amount as provided in this Clause then Metropolitan shall be liable to pay the Promoter's Interest which shall be calculated from the expiry of the said Period.
- 10.9. The Promoter has made it clear to the Allottee that, it may be carrying out extensive development / construction activities in the Project which includes the area around the said Building in which the Apartment is located and that Allottee has confirmed that he/ she shall not raise any objection or make any claim for compensation from Promoter on account of inconvenience, if any, which may be suffered by him/ her/them due to such development/ construction activities or incidental/ related activities.
- 10.10. It is clarified that Intimation to take Possession should be sent to the Allottee at his/her address as mentioned in this Agreement unless any change of address has been notified to Metropolitan and Promoter in writing by the Allottee. It is clarified that the Allottee shall not be entitled for any compensation if he has committed any default or breach of any of the terms and conditions in this Agreement by reason of the Metropolitan or the Promoter not having received the notice of change of address.
- 10.11. The Allottee is aware that the Apartment can be occupied only after receiving Occupation Certificate from the MCGM. However, if the Apartment is ready and the Allottee desires (after giving undertaking and indemnity to Promoter) the Allottee may at the discretion of the Promoter and Metropolitan be permitted ingress and egress to the Apartment for the purpose of carrying out fit outs and furnishings in accordance with a fit-out regulation to be provided by Metropolitan and for this purpose the Allottee shall take and return the keys to Metropolitan in accordance with and within the time period prescribed in the fit-out regulation. It is expressly agreed between the Parties that the Allottee is entitled only to carry out fit out and furnishing and is not entitled or permitted to alter the Apartment in any other manner whatsoever. The Allottee is aware that in the event the Allottee alters the position of the Apartment then the same will affect the receiving/ obtaining of the Occupation Certificate and therefore will constitute a breach of this Agreement. It is agreed between the Parties that the fit out and furnishing shall be under the supervision of the Promoter and Metropolitan and in accordance with the fit-out regulation and in the event the Promoter and Metropolitan are of the view that the Allottee has transgressed the scope of fit out and furnishing then the Promoter and Metropolitan are entitled to forthwith stop the same and restrict the Allottee's ingress and egress to the Apartment.
- 10.12. The Allottee shall occupy the Apartment within 30 (thirty) days of Metropolitan or the Promoter on behalf of Metropolitan giving written notice to the Allottee intimating that the

Apartment is ready for use. In the event the Allottee fails and/or neglects to take possession within the specified period, it shall be deemed that the Allottee has taken possession from the date of the said writing and that date shall be deemed to be the “**Possession Date**” and all obligations of the Allottee related to possession of the Apartment shall be deemed to be effective from the Possession Date. The Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the Apartment and the said Building and Common Amenities including local taxes, betterment charges or such other levies by the concerned local authority and/or government, water charges, insurance, common lights, lifts, repairs, salaries of clerks, bill collectors, chowkidars, sweepers, and also other expenses necessary and incidental to the said Society and maintenance of the said Property and the Buildings from the said Possession Date.

- 10.13. The Allottee shall check all the Internal Apartment Amenities before taking possession of the same. Thereafter, the Allottee shall have no claim against the Promoter and / or Metropolitan in respect of any item of work in the Apartment or in the said Building which may be alleged not to have been carried out and/or completed and /or being not in accordance with the plans specification and/or this Agreement and/or otherwise howsoever in relation thereto.

#### 11. **DEFECT LIABILITY PERIOD**

- 11.1. The provisions of the Act mandate a defect liability period of 5 (five) years for any structural defect in the Apartment or any defects in the Project on account of workmanship, quality or provision of service. It is agreed between the Parties that the Promoter solely shall be liable during this of 5 (five) years for any structural defect in the Apartment or any defects in the Project on account of workmanship, quality or provision of service. It is expressly agreed that the Purchaser will not hold Metropolitan liable for the aforesaid.
- 11.2. The Promoter has informed the Allottee that upon the completion of the Project the Promoter shall handover to the Organization the warranties, guarantees and annual maintenance contracts that shall be received by the Promoter from third party contractors / vendors.
- 11.3. In case of any structural defect in the Apartment or any defects in the Project on account of workmanship, quality or provision of service, which are outside the purview of the warranties, guarantees and annual maintenance contracts provided by the third party contractors / vendors, then in that event the wherever possible such defects shall be rectified by the Promoter at its own cost and expense. Provided However, the Promoter or Metropolitan shall not be liable to carry out such rectification in case if such defects have surfaced by reason of any act of the Allottee or any other force majeure circumstance arising. The Allottee hereby agrees and undertakes that the Allottee shall not carry out any alterations of whatsoever nature in the said Apartment or Wings or any structures related to the Common Areas and Amenities of the Project which shall include but not be limited to columns, beams etc. or in the fittings therein, in particular. It is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connection or any erection or alteration in the bedroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out by the Allottee and which result in any defect, then the defect liability-obligation of the Promoter shall automatically become void and shall not be binding on the Promoter or Metropolitan. The word defect here means only the manufacturing and workmanship defect's caused on account of wilful



neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Apartment by the allottees /occupants, vagaries of nature etc.

- 11.4. It shall be the responsibility of the allottee to maintain his/her/their Apartment in a proper manner and take all due care needed including but not limiting of the joints in the tiles in his/her/their Apartment being regularly filled with white cement/epoxy to prevent water seepage.
- 11.5. Further where the manufacturer warranty as shown by the Promoter to the allottee ends before the defects liability period, and if the annual maintenance contracts are not done/renewed by the Allottee/s, the Promoter or Metropolitan shall not be responsible for any defects occurring due to the same.
- 11.6. The project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fitting shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartments and the common project amenities wherever applicable.
- 11.7. The Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the Apartment/Unit/Wing/Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, the same shall not amount to structural defects and hence the same shall not be attributed to either bad workmanship or structural defect.

12. **USE AND OCCUPATION**

121. The Allottee shall use the Apartment only for residential purpose. The Allottee agrees, records and confirms that the covered parking Space is only for the purpose of keeping or parking of the Allottee's own vehicle. The covered parking Space is for parking light motor vehicles only and not for parking lorry, tempo, Public Transport Vehicle etc. In case the Apartment is permitted commercial use by authorities, then the Allottee shall not do anything which shall be a cause or a source of nuisance or annoyance to the Promoter or any other persons of the said Society and the other occupiers of the said Building in which the Apartment is situated or to any one in its vicinity or neighborhood.
122. In an event of increase in any local taxes, water charges, insurance and such other levies that are imposed by the concerned Local Authority and/or Government on account of change of user of the Apartment by the Allottee, the Allottee alone shall bear and pay such penalty, premium or other sums of money demanded.
123. The Allottee hereby covenants to keep the Apartment, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect the parts of the said Building. The Allottee further covenants not to chisel or in any other manner damage the columns, beams, slabs or RCC partition or walls or other structural members without the prior written permission of the Promoter. The breach of these conditions shall cause this Agreement ipso facto to come to an end and the earnest money and all other amounts paid by the Allottee to the Metropolitan shall stand forfeited.

13. **TAXES AND OUTGOINGS**

- 13.1. The Consideration shall be inclusive of all infrastructure charges.
- 13.2. Within 30 (thirty) days after the Intimation to take Possession is given by the Metropolitan or the Promoter on behalf of Metropolitan to the Allottee, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet Area of the Apartment) of outgoings in respect of the said Apartment, the said Building and the Project namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Apartments, the said Building and the Project.
- 13.3. The Allottee shall be liable to pay the interest, penalty or charges that may become payable on account of any delay in payment towards the taxes and outgoings.
- 13.4. The Allottee further agrees to pay to the Promoter at the time of possession of the Apartment an amount of **Rs.125 per sq.ft. carpet area** as reimbursement of amount paid by the Promoter to the said Society towards contribution of the Allottee's share to the Society fund.
- 13.5. In case after the handing over of possession of the Apartment, on Metropolitan determining that there is any deficit in any of the amount then the Allottee shall forthwith on demand pay to Metropolitan the Allottee's proportionate share to make up such deficit.
- 13.6. It is hereby clarified that the aforesaid amounts mentioned hereinabove does not include the dues for electricity, gas, telephone, internet, DTH and other bills for the Apartment and the Allottee shall be liable to pay electricity, gas and other bills for the individual meters separately.
- 13.7. So long as each apartment in the said Building is not being separately assessed for municipal taxes and water charges, the Allottee shall pay to Promoter / Society, as the case may be, a proportionate share of the municipal tax, water charges and all such relevant charges applicable assessed by the MCGM in respect of the said Building, the Common Areas and Amenities of the said Property. Such proportion shall be determined by Promoter / Society on the basis of the area of the Apartment. However, for the purpose of determining such proportion, the area of the unsold apartments shall not be taken into account.

14. **INDUCTION AS MEMBER OF THE SOCIETY**

- 14.1. The name of the Buildings shall always be "JAI VIJAY".
- 14.2. As the said Society is already in existence, the Promoter shall call upon the Allottee to join in as member of the said Society and for this purpose also from time to time sign and execute the application for membership and other papers and documents necessary for becoming a member, duly filled, signed and return to the Promoter within 15 (fifteen) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to make necessary application to the said Society for admitting the Allottee as the member of the said Society, subject to the Allottee making payment of requisite membership fees and share application money to the said Society.

- 14.3. It is expressly agreed that the said Society will maintain all the Common Areas and Amenities including but not limited to the internal street lighting, common water tanks and water pipe lines and water connections and all other common services, benefits, facilities and advantages and will also maintain the recreation ground, club house etc. and it is hereby expressly agreed and confirmed between the Parties that all such general facilities shall be for the use of the allottees of the apartments in the Buildings and the Allottee shall pay proportionate share thereof. The proportionate share payable by the Allottee to the Promoter / the said Society as may be determined by the Promoter /the said Society, shall be final and binding.
- 14.4. It is expressly and specifically agreed, understood and confirmed that considering the overall development of the said Property, the Allottee shall not take charge or demand administration of the said Building, till the Buildings are duly completed by the Promoter and till entire F.S.I. including TDR consumption benefits available in respect of the said Property is duly utilised by the Promoter and the Allottee has observed and performed and fulfilled his/ her obligations under this Agreement without any delay or default.
- 14.5. As the said Property is owned by the said Society, the Allottee confirms that he/ she will not call upon or compel the Promoter or Metropolitan to do any other act, deed or thing in pursuance of the Act in regards to the conveyance of the said Property and the Buildings.
- 14.6. The Allottee shall observe, perform and comply with the rules and regulations and bye- laws of the said Society as well as any additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the said Property and the apartments and car-parking spaces therein. The Allottee also agrees to abide by the Applicable Law, rules, regulations and bye-laws for the time being of the MCGM and other concerned local authorities and government or public bodies. The Allottee shall also observe and perform all the terms and stipulations laid down by the said Society regarding occupation and use of the said Apartment and shall pay all outgoings and liabilities in respect thereof, in accordance with the terms of this Agreement and as stipulated by the said Society.
- 14.7. The allottees of the other apartments and/or transferees of the Apartment shall subject to payment of share application money, membership fees, reimbursement of amount towards contribution of their share to the society fund, be admitted as made members of the said Society, with the same rights, benefits and interests and subject to the same conditions, duties, liabilities and obligations as stated herein.
- 14.8. The Allottee hereby expressly recognizes, confirms, agrees and consents to the Promoter and Metropolitan rights, benefit and interests as aforesaid and to what mentioned hereinabove in this clause and the Allottee is, shall not raise any objection or dispute in respect thereof.
15. **CREATION OF THIRD PARTY RIGHTS**
- 15.1. BY THE PROMOTER / METROPOLITAN –
- (a) After the Promoter and Metropolitan execute this Agreement they shall not mortgage

or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee in the said Apartment.

- (b) The Promoter shall not transfer or assign his majority rights and liabilities in respect of the Project to a third party without obtaining the prior written consent from two-third allottees (except the Promoter) and without the written approval of the Real Estate Regulating Authority under the Act. Provided that such transfer shall not or assignment shall not affect the allotment or sale of the Apartment under this Agreement.
- (c) On transfer or assignment being permitted by the allottees and the Authority, the intending promoter shall be required to independently comply with all pending obligations under this Agreement and under the provisions of the Act.
- (d) It is clarified that any transfer or assignment as stated above shall not result in extension of time to the intending promoter to complete the Project and the intending promoter shall be required to comply with all the pending obligations of the Promoter and in case of default such intending promoter shall be liable to the consequences of breach or delay as provided in this Agreement.

#### 15.2. BY THE ALLOTTEE –

- (a) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter and or Metropolitan under this Agreement are fully paid up and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter and or Metropolitan and obtained the written consent of the Promoter and or Metropolitan for such transfer, assignment or parting with interest etc. till the time the Project is handed over to the Society. Upon handover, Society's approval to be obtained by the Allottee as per the byelaws of the Society, who may at its sole discretion permit the same on payment of transfer charges and any other administrative charges as may be fixed by the Society from time to time. However, the Allottee agrees and undertakes to execute/ register the deed, document, agreement or writing as may be requested by Promoter and or Metropolitan or Society to record the transfer as mentioned hereinabove. .
- (b) Stamp duty or other charges as may be applicable on any transfer/addition shall be paid by the Allottee /transferee. The Allottee shall indemnify and keep indemnified Promoter and Metropolitan against any action, loss, damage or claim arising against Promoter for non- payment of such stamp duty and requisite charges.
- (c) The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to Promoter and Metropolitan on the date of submission of the request application. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfer.
- (d) It is specifically made clear to the Allottee that as understood by the Promoter at present there are no instructions/directions of the Competent Authority to restrict any nomination/ transfer/ assignment of the Apartment. However, in the event of any imposition of such instructions/ directions at any time after the date of this Agreement to restrict nomination / transfer/ assignment of the Apartment by any Competent

Authority or for the payment of stamp duty or any other charges through any order and by virtue of which Promoter need to comply with the same then in that case the Allottee shall abide by the same.

16. **TERMINATION**

16.1. Metropolitan shall solely at their discretion be entitled to terminate this Agreement on the happening of the following events (“**Events of Default**”):

- (i) If the Allottee delays or commits default in making payment of any of the amounts and/or instalments payable under this Agreement or otherwise;
- (ii) Any payments made in favour of any other account other than mentioned in Clause No. 4 hereinabove, shall not be treated as payment towards the Apartment and shall be construed as a breach on the part of the Allottee, in which event Metropolitan shall be entitled to terminate this Agreement without giving any notice to the Allottee in respect thereof and forfeit all the amounts till then paid by the Allottee to Metropolitan;
- (iii) If the Allottee commits breach of any of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.D., Commencement Certificate, U.L.C. Permission, N.O.C. and other sanctions, permissions, undertakings and affidavits etc.;
- (iv) If Metropolitan is of the opinion and/or belief that any of the representation, declarations and/or warranties etc. made by the Allottee in the Booking form, Acceptance Letter, Allotment Letter, this Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Allottee is untrue or false;
- (v) If the Allottee has been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
- (vi) If Metropolitan is of the opinion that the Allottee is unable to pay his/ her debts and/or makes, or has at any time made, a composition with the creditors;
- (vii) If the Allottee is, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;
- (viii) If a Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Allottee or in respect of all or any of the assets and/or properties of the Allottee;
- (ix) If any of the assets and/or properties of the Allottee is attached for any reason whatsoever under any law, rules, regulation, statute etc;
- (x) If Metropolitan is of the opinion and/or belief that the Allottee is an undesirable element and/or is likely to cause nuisance and/or cause hindrances in the completion of the development of the said Property and/or anytime thereafter and/or it is apprehended that he/she/they is/are likely to default in making payment of the amounts mentioned in this Agreement;

- (xi) Any execution or other similar process is issued and/or levied against the Allottee and/or any of his/her/their assets and properties;
  - (xii) If the Allottee has been declared and/or adjudged to be of unsound mind;
  - (xiii) If the Allottee has received any notice from the Government of India (either Central, State or Local) or foreign Government for the Allottee's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him;
  - (xiv) If Metropolitan is of the opinion and/or belief that any of the aforesaid event has been suppressed by the Allottee.
- 16.2. On happening or occurring of any of the Event of Default, then and in that event, Metropolitan shall without prejudice to all other rights that Metropolitan may have against the Allottee either under this Agreement, or in law or otherwise at their sole discretion be entitled to (i) terminate this Agreement and (ii) forfeit and appropriate all or such amounts as they deem fit out of the amounts till then paid by the Allottee to Metropolitan within a period of 30 (thirty) days from the date of the Deed of Cancellation being executed by the Allottee in favour of Metropolitan. The Allottee hereby agrees and undertakes that the Allottee shall not be entitled to claim any compensation and/or termination of this Agreement, in the event any of the aforesaid situation occurs by virtue of which the completion of the Buildings cannot be completed.
- 16.3. Upon Metropolitan terminating this Agreement, the Allottee shall cease to have any right, title, interest, claim demand etc. of any nature whatsoever under this Agreement and/or in the Apartment or any part thereof and/or against Metropolitan and Metropolitan shall be entitled to deal with and dispose off the Apartment to any other person/s as it deems fit without any further act or consent of the Allottee and the Allottee shall cease to be entitled to any rights under this Agreement.
- 16.4. Notwithstanding anything contained herein, in case of any delay or default in making payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise, Metropolitan shall without prejudice to any other rights or remedies that it may have against the Allottee, including the right to terminate and forfeit all such amounts from the consideration and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Allottee and the Allottee shall pay to Metropolitan the Allottee's Interest on all outstanding payment from the date the amounts become due and payable till the date of actual payment. It has also been agreed that in case of every delay in the payment of any installments / amounts hereunder, the Allottee shall be liable to pay an additional charge of Rs.10, 000/- (Rupees Ten Thousand Only) as administrative fee for every installment / amounts delayed alongwith with Allottee Interest. All the aforesaid rights and/or remedies of Metropolitan are cumulative and without prejudice to one another.
17. **MUTUAL COVENANTS**
- 17.1. Notwithstanding anything contained herein, it is agreed between the Parties hereto, that the sample apartment, if any, constructed by the Promoter and all furniture, items,

electronic goods, amenities etc., provided therein are only for the purposes of showcasing the apartments and the Promoter and / or Metropolitan is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc., as displayed in the said sample apartment, other than as expressly agreed by the Promoter under this Agreement.

- 17.2. The Metropolitan shall be entitled to allot all apartments (forming part of the Co-Developer's Apartment as defined in the said Project Agreement), parking spaces, etc. intended to be constructed on the said Property with a view ultimately that the allottees of the aforesaid shall be admitted as members of the said Society. It is agreed and clarified that the Metropolitan shall have all the rights and shall be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the Co-Developer's Apartment as defined in the said Project Agreement separately and independently and the allottees of all the apartments shall be admitted as members of the said Society.
- 17.3. Though the said Society is in existence, the powers and the authority of the said Society and/or the Allottee and/or other holders of the apartments and Covered Parking Spaces, shall be subject to the overall superintendence/authority and control of the Promoter/Metropolitan in respect of all the matters concerning the said Building and, in particular the Promoter/Metropolitan shall have absolute authority and control as regards the unsold/not allotted apartments etc. and the same till the disposal thereof. Any allottee of apartments from the Promoter and / or Metropolitan, as the case may be, shall be admitted as member of the said Society on being called upon by the Promoter / Metropolitan , as the case may be, with payment of Rs. 125 per sq. feet of carpet area as reimbursement of amount contributed by the Promoter, as the case may be, to the said Society towards contribution of such allottee's share to the said Society fund alongwith appropriate charges for the membership money and entrance fee and such allottee/transferee shall not be discriminated or treated prejudicially by the said Society.
- 17.4. The Promoter or Metropolitan, as the case maybe and is necessary, shall if necessary become member of the said Society in respect of their right and benefits conferred/reserved herein or otherwise entitled to in whatsoever manner. If the Promoter / Metropolitan, as the case may be, transfers assigns and disposes off such rights and benefits at any time to anybody the assignee, transferee and/or the buyers thereof shall if necessary become the members of the said Society in respect of the said right and benefits. The Allottee herein and the said Society will not have any objection to admit such assignees or transferees as its members and the Allottee hereby gives his/her specific consent to them being admitted.
- 17.5. The Metropolitan, as the case may be, shall not be liable or required to pay to the said Society, any transfer fees/charges and/or any amount, compensation whatsoever for the sale/allotment or transfer of the Co-Developer's Apartment (as defined in the said Project Agreement) after the Buildings are handed over to the said Society.
- 17.6. The said Society shall not issue Share Certificate to any allottee/ member without obtaining the No-Objection Certificate from the Metropolitan , , certifying that the Metropolitan has no outstanding/dues pending on any account to be received from the allottee/member. If the said Society issues Share Certificate to any allottee/member without adhering to or abiding by the aforesaid condition, the said Society shall be responsible and liable to pay such amounts due and payable, if any, by such allottee /

member to the Metropolitan.

- 17.7. All costs, charges and expenses incurred in connection with the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter, Metropolitan and by the Allottee including stamp duty, registration charges etc., payable in respect of such documents, shall be borne and paid by the Allottee alone. The Promoter and Metropolitan shall not be liable to contribute anything towards such expenses. The Allottee alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents etc.
- 17.8. As and when called upon by the Promoter, the Allottee agrees and undertakes to unconditionally sign and execute necessary forms, applications, undertakings, documents as may be required by the Promoter for admitting the Allottee as the member of the Society. The Allottee further agrees and undertakes that the Allottee shall do as also cause the Society to do/ ratify, all such necessary acts, deeds, matters and things as may be required by the Promoter from time to time for safeguarding their interest in the said Property and the said Building.
- 17.9. It is agreed, confirmed and covenanted by the Allottee that the Allottee shall not be entitled to nor shall he/she/they demand sub-division of the said Building or the said Property or be entitled to any FSI exceeding the FSI used or any FSI available now or in future and consumed in the said Building.
- 17.10. It is agreed between the Parties that the Promoter shall be entitled to develop the said Property in the manner as the Promoter may desire. The Promoter is retaining full rights for the purpose of providing ingress or egress to the Allottee from the said Property in the manner deemed fit by the Promoter and the Allottee unequivocally consents / agrees not to raise any objection or dispute regards the same now or any time in the future and the Allottee acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.
- 17.11. The Promoter shall obtain all such insurances as may be notified by the concerned authorities (including but not limited to insurance in respect of the construction, title of the said Property and the Building) and shall be liable to pay the premium and charges in respect thereof before transferring the insurance to the Society. All the documents relating to the insurance shall be handed over to the Society upon completion of the Project.

#### 18. **ALLOTTEE'S COVENANTS**

- 18.1. The Allottee shall not raise any objection and/or raise any disputes in respect of the provisions of this Agreement and shall discharge all the obligations towards the Promoter and Metropolitan on the terms particularly stated herein.
- 18.2. If due to any change in the F.S.I. Rules or otherwise, if additional F.S.I. becomes available by whatever name called then in such event the Promoter shall, if permitted by law, be entitled to use, utilize, consume and exploit such FSI on any part of the said property. The rights of the Promoter under the development Agreement with the Society shall be binding on the Allottee.



183. The Sanctioned Layout Plan of the Buildings are tentative in nature and subject to change and the Promoter so long as they are permitted by the MCGM or other Authorities, for all times in future, shall be entitled to amend and/or modify any of the approved Plans and/or the Common Areas and Amenities so as to exploit the full commercial potential of the said Property, subject to the Project Agreement. In the event the Allottee is not agreeable or raises any objection / dispute, then this Agreement shall stand terminated and upon such termination the consequences of termination as provided in this Agreement shall follow.
184. The Allottee as the member of the said Society shall not raise any objection on any ground as to the Promoter' rights, reserved herein.
185. Except not to reduce the area of the Apartment in the said Building, the Promoter shall have full and absolute discretion, to do all acts, so as to exploit full commercial potential of the said Property.
186. Under this Agreement, Metropolitan has agreed to sell and transfer only the Apartment and nothing further and the right of the Allottee shall always be in respect of the Apartment only and such right will accrue to the Allottee only on the Allottee making payment to Metropolitan of the Consideration as also all amounts strictly in accordance with this Agreement and only on the performance and full compliance of the terms, conditions, obligations and covenants herein contained.
187. Notwithstanding anything stated in this Agreement, the Promoter shall be entitled to transfer development rights potential available of the said Property to any person/s without affecting the Allottee rights in respect of the Apartment agreed to be purchased by the Allottee and the Allottee hereby accord his/her irrevocable consent to the same and further agrees and confirms that, in such an event, these presents shall be deemed to have been executed between the Allottee and such nominee(s) of the Promoter and the Allottee shall without demure fulfill the obligations herein towards to the assignee/nominee of the Promoter.
188. The Promoter /Metropolitan, as the case may be, shall be entitled to alter the terms and conditions of the agreements to be executed relating to the other apartments in the Buildings and including the user/s thereof and the persons who purchase the other apartments in the Buildings shall be entitled to use the apartments acquired by them for such purpose as may be agreed to by and between the Promoter and / or Metropolitan, as the case may be, and such persons and as may be permissible under the Act or the rules and regulations of the local authorities.
189. The development rights for the said Property have been granted to the Promoter by the said Society which is a society registered under Registration No. BOM/HSG/4039 with a current membership of 112 (one hundred and twelve) members and with an understanding that the Allottee shall be admitted as a member of the said Society. The Allottee agrees and undertakes that within (10) ten days of the Allottee being put into possession of the Apartment the Allottee, inter alia, shall do the following to be admitted as a member of the said Society:
- (i) Apply for Membership with the applicable membership fee;
  - (ii) Execute an undertaking to use the Apartment for the purpose for which it is allotted and not to change the user thereof and to abide by all the bye laws , rules and

regulations of the said Society;

- (iii) To unconditionally sign and execute necessary forms, applications, undertakings, documents as may be required by the Promoter or Metropolitan.
- (iv) Pay maintenance charges (as decided by the society), outgoings due and taxes in respect of the Apartment shall be paid directly to the society;
- (v) Make payment of applicable fee/charges/funds in aggregate as maybe informed by the said Society from time to time to be added to the corpus prior to membership in the said Society, in accordance herewith.
- (vi) Cause the said Society to do/ratify, all such necessary acts, deeds, matters and things as may be required by the Promoter from time to time for safeguarding their interest in the said Property and the said Building.
- (vii) After compliance with the aforesaid requirements, the Allottee shall submit to the said Society, membership application form along with true copy of this Agreement for Sale (being duly registered).
- (viii) The Promoter shall cooperate with the Allottee and assist her/him in acquiring membership to the said Society within 90 days from the date of the execution of this Agreement for Sale.
- (ix) The Allottee shall not do or suffer to be done anything in or to the said Building, Apartment , additional areas, staircase, common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building or to the Apartment itself or any part thereof and to maintain the Apartment and the additional areas at the Allottee's own cost in good repair and condition from the date on which the Allottee is permitted to use the Apartment . In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and shall also pay any penal charges levied by the authorities.
- (x) The Allottee shall not store anything in the refuge floor nor store any goods in the Apartment which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building and in case any damage is caused to the said Building on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.
- (xi) Not to change the user of the Apartment and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the Apartment and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.

- (xii) Not to carry out / undertake any such acts that shall result in any defect/s in the Apartment or Wing or any other structure forming part of the Project and in the eventuality of any such situation arising, the Promoter shall be absolved from its obligation relating to remedying any defects during the defect liability period and the Allottee shall alone be responsible for the same and towards the other aggrieved allottees in the Project and under no circumstance shall Metropolitan be held liable for the same.
- (xiii) Not to demolish or cause to be demolished the Apartment or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Apartment or any part thereof and keep the portion, sewers, drains, pipes in the Apartment and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building.
- (xiv) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not to cover/enclose the planters and service ducts or any of the projections from the Apartment or within the Apartment, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Apartment without the prior written permission of the Promoter/Society, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the FSI potential of the said Property.
- (xv) The Promoter shall be providing box grills of a uniform design at the kitchen, living room and bedroom windows. The Allottee shall not affix any fixtures or grills of any other design on the exterior of the said Building. Further, the Allottee shall not dry clothes or use the grills for any other purpose and undertakes not to have any laundry drying outside the Apartment.
- (xvi) Not to install a window air-conditioner within or outside the Apartment and not to put ODU of split AC on chajjas .
- (xvii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said Building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- (xviii) Not to delay / default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time.
- (xix) Not to transfer or assign the Allottee's right, interest or benefit under this Agreement and / or let, sub let, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the Apartment until all the payments whether due or not but payable by the Allottee to Metropolitan under this Agreement or otherwise under any law are fully paid up and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to Metropolitan

and Metropolitan has given its prior written consent and also on intending transferee undertaking to observe and perform and carry out the terms and conditions as may be imposed in that behalf and the costs and expenses of such agreement will be paid by the Allottee. Such consent shall be at the discretion of Metropolitan and upon such terms and conditions as stipulated therein.

- (xx) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment into the compound or the refuge floor or any portion of the said Property and the said Building;
- (xxi) Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc. in or upon the Apartment , said Building or the said Property or any part thereof or do anything which shall cause any annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoter or Metropolitan. Further, the Allottee shall not keep pets and/or domesticated animals in or upon the Apartment the said Building or the said Property or any part thereof;
- (xxii) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the Apartment and/or the said Building nor litter or permit any littering in the common areas in or around the Apartment and/or the said Building and at the Allottee' s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the Apartment and/or the said Building to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities;
- (xxiii) Shall either by himself/ herself/ themselves or any person claiming by / through / from the Allottee not do anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, lifts, automation system if any, DG, STP, basement ventilation system, fire measures, meters, etc. or any other facility provided in the said Building;
- (xxiv) Shall not display at any place in the said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or the Common Areas and Amenities or in any other place or on the window, doors and corridors of the Buildings;
- (xxv) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or the exterior wall of the Apartment or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee in such places only as shall have been previously approved in writing by the Promoter in accordance with and in such manner, position and standard design laid down by the Promoter;

- (xxvi) Not to use the open places, terrace, stilt/basement (if any) in the said Building or compound or common areas thereof or in the said Project elsewhere for killing of animals and/or birds or in public view or otherwise or to offend religious feelings of other communities;
- (xxvii) Not to park at any other place and shall park all vehicles in the allotted/ designated parking spaces only as may be earmarked and prescribed by the Promoter;
- (xxviii) Not to any time demand partition of the said Building and/or said Property etc. and/or his/ her/ their interest, if any.
- (xxix) Shall not violate and shall abide by all rules and regulations framed by the Promoter its designated Project Manager or by the said Society, for the purpose of maintenance and up-keep of the Buildings and in connection with any interior / civil works that the Allottee may carry out in the Apartment.
- (xxx) Shall not violate and shall observe and perform all the rules and regulations which the said Society may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Buildings and the apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the Apartment in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (xxxi) Shall not do or permit or suffer to be done anything in or upon the Apartment or any part of the said Building which is or may, or which in the opinion of the Promoter is or may, at any time be or becomes a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining apartments or the neighborhood provided always that the Promoter shall not be responsible to the Allottee for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining apartments of the said Building and the Allottee shall not hold the Promoter so liable.
- (xxxii) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the Apartment or in the Common Areas and Amenities.
- (xxxiii) Shall never in any manner enclose any flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the Apartment and keep the same unenclosed at all times. The Promoter shall have the right to inspect the Apartment and the additional areas at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee and also to recover costs incurred for such demolition and reinstatement of the Apartment and the additional area to its original state.

(xxxiv) Breach of any of the conditions stated herein shall cause this Agreement, to ipso facto, come to an end. Notwithstanding anything contrary hereto and without prejudice to all other rights that the Promoter may have against the Allottee either under this Agreement or otherwise, the Promoter shall have the right to terminate this Agreement upon breach of any of the aforesaid conditions and shall forfeit and appropriate all or such amounts as they may deem fit out of the total amounts till then paid by the Allottee to the Promoter in respect of the Apartment.

19. **RIGHTS OF THE PROMOTER**

- 19.1. The Promoter shall have irrevocable, unconditional and unfettered right and be entitled to and the Allottee shall permit the Promoter and its surveyors and agents with or without workmen and others, at all times, to enter into and upon the Apartment to view and examine the state and conditions thereof. The Allottee shall permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the Apartment or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the apartments in the said Building in respect whereof the allottees of such other apartments, as the case may be, shall have made default in paying his share of taxes, maintenance charges etc.
- 19.2. In the event of the Allottee proposing to sell and/or otherwise transfer the Apartment to any person then the Allottee shall first give a written notice (hereinafter referred to as “Offer Notice”) to the Promoter. The Offer Notice shall state (i) the name and address of the proposed transferee, (ii) the proposed sale price, including the proposed amount and form of consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed sale. The provisions of this clause shall only be applicable after the entire consideration has been received by Metropolitan in accordance with the terms of this agreement.
- 19.3. Notwithstanding anything contrary to any of the clauses contained herein or in any other letter, no objection, permissions, deeds, documents and writings (whether executed now or in future by the Promoter) as also permission/no objections for mortgaging the Apartment or creating any charge or lien on the apartment and notwithstanding the mortgages/charges/lien of or on the Apartment, the Promoter shall have first and exclusive charge on the Apartment and all the right, title and interest of the Allottee under this Agreement for recovery of any amount due and payable by the Allottee to the Promoter under this Agreement or otherwise.
- 19.4. The Promoter shall have irrevocable and unfettered right and be entitled, at any time hereafter, to mortgage, create charge and other encumbrances in respect of the unsold apartments in the Buildings.
- 19.5. The Promoter has availed credit facility from Axis Bank Limited whereby Axis Bank Limited has created hypothecation charge on the receivables of the Promoter’s apartments in the said Building. The Promoter has informed the Allottee and the Allottee hereby

confirms having been informed and understood that the Promoter has availed of, or will avail of, financial assistance from any persons, bank/s and/or financial institution/s against securitisation of its Apartments in the Building in the Project and/or any receivables therefrom. The security interest created over its Apartments in the Building in the Project will be released, by the Promoter, at the entire cost and expense of the Promoter, from time to time, but in any event, prior to the Project handover.

- 19.6. Metropolitan has availed corporate term loan from Aditya Birla Finance Limited and has created a charge in respect of its Apartments in the said Building (vide a Mortgage Deed dated \_\_\_\_\_). Metropolitan shall obtain from the said Aditya Birla Finance Limited its No-Objection for the sale of its Apartments by Metropolitan in favour of the Allottee. The security interest created over its Apartments in said Building will be released, by Metropolitan, at the entire cost and expense of Metropolitan, from time to time, but in any event, prior to the Project handover.
- 19.7. The Apartment which is subject matter of this Agreement forms a part of Metropolitan's Apartment and hence No-Objection from Aditya Birla Finance Limited for the sale of the said Apartment shall be obtained by Metropolitan.

20. **REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE**

20.1. The Allottee represents and warrants that:

- (i) The Allottee has adequate funds and/or has made arrangements for the purpose of making payment of the Consideration and other amounts payable to Metropolitan;
- (ii) He/ She/ they has/ have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
- (iii) no receiver and/or liquidator and/or official assignee or any person is appointed of the Allottee or all or any of its assets and/or properties;
- (iv) none of his/her/their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- (v) no notice is received from the Government in India (either Central, State or Local) and/or from abroad for his/ her/ their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/ her/ them;
- (vi) no execution or other similar process is issued and/or levied against him/ her/ them and/or against any of his/ her/ their assets and properties;
- (vii) he/ she is not of unsound mind and/or is not adjudged to be of unsound mind;
- (viii) he/ she/ they has/ have not compounded payment with his creditors;
- (ix) he/ she is not convicted of any offence involving moral turpitude and/or sentenced to

imprisonment for any offence not less than six months;

- (x) he/ she/ they is/ are competent to contract and enter into this Agreement as per the Applicable Law;

- 20.2. The Promoter and Metropolitan considers the accuracy of the representations and warranties to be an important and integral part of this Agreement and has executed this Agreement upon reliance of the same.

21. **INDEMNITY**

The Allottee hereby covenants with Metropolitan to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement and to indemnify and keep indemnified Metropolitan and its agents and representatives, at all times against any expenditure, loss or expense arising from any claim, damages, claims, suits, proceedings, expenses, charges that Metropolitan may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement and/or on account of unauthorised alteration, repairs or wrongful use etc. to the said Apartment, including the amount expended on litigation in enforcing rights herein and/or on account of or occasioned by any accident or injury to the Allottee or his/her representatives or any person/s visiting the Allottee or his/her family, guests or visitors or staff, or all persons claiming through or under the Allottee, before or after taking possession of the said Apartment and during the occupation, use and enjoyment of the said Building, the said Property and the Common Areas and Amenities.

- 22. **The Courts at Mumbai will alone have exclusive jurisdiction in the matter.** It is agreed between the Parties that, without prejudice to what is provided in this Agreement, each Party shall have the right to seek for specific performance of this Agreement.

23. **NOTICE**

- 23.1. All letters, circulars, receipts and/or notices issued by the Promoter dispatched under Certificate of Posting to the address known to them of the Allottee will be a sufficient proof of the receipt of the same by the Allottee and shall completely and effectually discharge to Promoter. For this purpose, the Allottee has given the following Address:

- 23.2. A notice shall be deemed to have been served as follows:

- (i) if personally delivered, at the time of delivery;
- (ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same.

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

- 23.4. In case there are Joint Allottees all communications shall be sent by the Promoter or Metropolitan, as the case may be, to the Allottee whose name appears first and at the



address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

24. **STAMP DUTY AND REGISTRATION CHARGES**

- 24.1. The full ad-valorem stamp duty in accordance with the Maharashtra Stamp Act, 1958 and the full registration charges in accordance with the Indian Registration Act, 1908, of and incidental to this Agreement shall be borne and paid by the Allottee alone in full. The Allottee will lodge this Agreement for registration with the Office of the concerned Sub-Registrar of Assurances at Mumbai latest within 1 (one) month from the date of its execution, and the Promoter and Metropolitan shall attend the Sub-Registrar's Office and admit execution thereof, upon and after the Allottee informs the Promoter and Metropolitan of the number under which it has been lodged for registration. In case of a Deed of Cancellation being executed, the stamp duty and the registration charges shall be payable by the Allottee alone.
- 24.2. The Allottee shall pay the amount of service tax, GST and/or sales tax and/or vat levied, any other tax made payable on the sale of the said Apartment, by whatever name called and/or leviable and/or becoming payable now and/or becoming payable at any time hereafter on the Apartment and/or on the basis of this Agreement under the provisions of Mumbai Sales Tax Act, Central Sales Tax Act, and/or any other tax statute.
- 24.3. The Allottee shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the Apartment including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee's account.

25. **MISCELLANEOUS**

- 25.1. Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said Apartment or of the said Property, hereditaments and Apartment or any part thereof or of the said Building thereon or any part thereof.
- 25.2. The Parties hereto confirm that this document constitutes the full agreement between the Parties and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.
- 25.3. The Allottee confirms that the Allottee has visited and has physically seen the said Property and is not entering into this Agreement on the basis of any advertisement or brochure or oral representation concerning the said Building or the Apartment.
- 25.4. The Allottee hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said Property and the Apartment and has expressly understood the contents, terms and conditions of the same and the Allottee after being fully satisfied has/have entered into this Agreement and further agrees not to raise any objection in regard to the same.
- 25.5. No forbearance, indulgence or relaxation or inaction by the Promoter or Metropolitan at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice their rights to require performance of that provision and any

waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

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

25.7. For the purposes of this transaction, the details of the PAN of the Promoter and the Allottee are as follows:-

(i) Metropolitan's PAN: AAJCM6995J

(ii) Promoter PAN: AAACK7310G

(iii) Allottee's PAN: , ,

## 26. **GOVERNING LAW**

The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement.

## 27. **WAIVER**

27.1 No forbearance, indulgence, relaxation or inaction by the Promoter or Metropolitan at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

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

## 28. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter or Metropolitan does not create a binding obligation on the part of the Promoter or Metropolitan or the Allottee until, firstly, the Allottee signs and delivers this Agreement with the Schedule and Annexures hereto along with the payments due as stipulated in the payment plan by the Allottee and secondly,

appears for registration of this Agreement before the concerned Sub- Registrar as and when intimated by the Promoter or Metropolitan.

29. **ENTIRE AGREEMENT**

This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, brochures, documents and/or arrangement entered into, executed and/or provided, whether oral or written between the Parties in regard to the said Apartment, the said Building or the said Property.

30. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

31. **SEVERABILITY**

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

32. **FURTHER ASSURANCES**

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

**IN WITNESS WHEREOF** the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

*(Description of the said Property)*

All those pieces and parcels of lands bearing (1) C.T.S. No. 126A admeasuring 2171.4 sq. m, or thereabouts, (2) C.T.S. No. 126B admeasuring 2013.0 sq. m or thereabouts, (3) C.T.S. No. 126C admeasuring 3208.5 sq. m or thereabouts, (4) C.T.S. No. 126D admeasuring 608.1 sq. m or thereabouts, (5) C.T.S. No. 129 admeasuring 845.6 sq. m or thereabouts, (6) C.T.S. No.129/1 admeasuring 66.3 sq. m or thereabouts and (7) C.T.S. No.129/2 admeasuring 66.3

sq. m or thereabouts aggregately admeasuring 8979.2 sq. m or thereabouts (as presently recorded in the respective Property Register Cards) of Village Vile Parle East situate, lying and being at Andheri Sahar Road, Vile Parle (East), Mumbai – 400 099 within the limits of the Municipal Corporation of Greater Mumbai and within the registration district and sub-district of Mumbai and Mumbai Suburban being bounded as follows:

On or towards the East : By common access road  
 On or towards the West : By Western Express Highway  
 On or towards the North : By CTS Plot Nos. 123, 125, 137 and 138  
 On or towards the South : By Common access road

## **THE SECOND SCHEDULE ABOVE REFERRED TO**

*(Description of the Apartment)*

**Apartment No. \_\_\_\_\_, Wing \_\_\_\_\_** admeasuring \_\_\_\_\_**sq. mt.** i.e. \_\_\_\_\_**sq. ft.**, RERA carpet area to be situate on the \_\_\_\_\_**Floor**, alongwith (\_\_\_\_) \_\_\_\_\_ number of covered parking space in basement in the form of mechanized stack covered parking space of the building “**JAI VIJAY**” to be constructed on the said Property described in the First Schedule hereinabove.

## **THE THIRD SCHEDULE ABOVE REFERRED TO**

*(Internal Apartment Amenities)*

### **Living Room**

- Vitrified flooring
- POP/Gypsum finish Walls & Ceiling
- Provision for T.V., Telephone & Wi-Fi/Broadband Connection
- Electrical Provision For AC

### **Master Bedroom**

- Laminated Wooden Flooring
- Provision for T.V., Telephone & Wi-Fi/Broadband Connection
- Electrical Provision For AC
- Intercom Facility

### **Kitchen**

- Modular Kitchen with Black Granite Platform
- SS Finish sinks with drain board

- Gas Pipeline Connection
- Exhaust Fan, Water Purifier

**Bathroom/s**

- Vitrified Tiles
- Glass Partition (Only in Master Bathroom)
- CP Fittings of Jaguar or Equivalent
- Geyser (Only in Master Bathroom)
- Exhaust Fan

**Kid’s Bedroom/s**

- Vitrified Flooring
- Provision for T.V., Telephone & Wi-Fi/Broadband Connection
- Electrical Provision For AC

THE COMMON SEAL OF the withinnamed )

**‘METROPOLITAN’** )

**METROPOLITAN LIFESPACE REAL** )

**ESTATE DEVELOPERS PRIVATE LIMITED** was )

hereto affixed pursuant to resolution passed at the meeting)

of its Board of Directors held on 13<sup>th</sup> August 2019 )

Through its signing authority )

**Mr. Mahesh Mhatu Gholap / Mr. Sanjay Vasant Nadgir)**

who has in token thereof subscribed their )

respective signatures hereto in the presence of )

SIGNED SEALED AND DELIVERED ) For Metropolitan Lifespace Real

BY THE WITHINNAMED “**METROPOLITAN”** ) Estate Developers Private Limited

**METROPOLITAN LIFESPACE REAL** )

**ESTATE DEVELOPERS PRIVATE LIMITED** ) Director/Authorised Signatory

THE COMMON SEAL OF the withinnamed )  
`Promoter' KOLTE PATIL DEVELOPERS )  
LTD. was hereto affixed pursuant to resolution )  
passed at the meeting of its Board of Directors )  
held on 07<sup>th</sup> September 2019 Through its authorized )  
signatory Mr. Niren Chaudhary who has in token )  
thereof subscribed their respective signatures )  
hereto in the presence of )

SIGNED SEALED AND DELIVERED  
BY THE WITHINNAMED THE PROMOTER  
KOLTE PATIL DEVELOPERS LTD.

\_\_\_\_\_  
PROMOTER

SIGNED SEALED AND DELIVERED  
BY THE WITHINNAMED THE  
ALLOTTEE  
(1)

\_\_\_\_\_  
ALLOTTEE

(2)

\_\_\_\_\_  
ALLOTTEE

WITNESSES:

1. (_____)	2. (_____)
_____	_____
_____	_____

## **RECEIPT**

**RECEIVED** from the Allottee, a total sum of **Rs. /-(Rupees Only)**, made/payable in favour of **MLRED – JAI VIJAY – RERA MASTER ESCROW ACCOUNT 100%** being the earnest money deposit payable by them to us or before the execution of these Presents, in respect of sale of **Apartment No. \_\_\_\_\_, Wing \_\_\_\_\_** admeasuring **\_\_\_\_\_ sq. mt. i.e. \_\_\_\_\_ sq. ft.**, RERA carpet area to be situate on the **\_\_\_\_\_ Floor** in the under construction building known as **“JAI VIJAY”** situated at Vile Parle and bearing C.T.S. No. 126/1A,126/1B,126/1C,126/D,129,129/1 & 129/2 at Sahar Road, Vile Parle (East), Mumbai – 400 099.

**WE SAY RECEIVED**

**FOR METROPOLITAN LIFESPACE REAL  
ESTATE DEVELOPERS PRIVATE LIMITED**

**Mr. Mahesh Mhatu Gholap / Mr. Sanjay Vasant Nadgir**  
(Authorized Signatory)