

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is made at Mumbai on this _____ day of _____, 2020.

BETWEEN

BAJAJ INTERNATIONAL REALTY PRIVATE LIMITED, a company, duly registered under the provisions of the Companies Act, 1956, and deemed to be registered under the provisions of the Companies Act, 2013, having its registered office at **106-107, 10th Floor, Bajaj Bhawan, Jamnalal Bajaj Marg, 226, Nariman Point, Mumbai 400 021**, hereinafter referred to as the **"Promoters"** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor/s and assigns) of the **ONE PART**;

AND

_____, Indian Inhabitant(s) residing at _____ hereinafter jointly and severally referred to as the **"Allottee"** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include, in the case of an individual/s, his / her / their / respective heirs, executors, administrators and permitted assigns and in the case of a partnership firm or Limited Liability Partnership, the partners from time to time constituting the firm and their respective survivors and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns and in the case of a company or a body corporate its successors in title and their permitted assigns and which term shall for the sake of brevity include references to one or to more than one Allottee) of the **OTHER PART**.

WHEREAS:

- a. The Maharashtra Housing and Area Development Authority (the **"MHADA"**) is the owner of several pieces and parcels of land bearing

CTS No. 684, admeasuring 8048.63 square meters situated at Village Andheri, Taluka Andheri, Mumbai Suburban District and more particularly described in the Schedule hereunder written (hereinafter referred to as the “**Larger Property**”).

- b. MHADA had constructed 7 buildings, premises, tenements, water tank, pump house, community hall and other structures and facilities etc. standing thereon on the Larger Plot of Land (hereinafter referred to as the “**Structures**”).
- c. The members of Nityanand Nagar Vibhag Four Co-operative Housing Society Limited, a society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/HSG-3507 dated 29th April, 1972 and having its registered office at Nityanand Nagar Vibhag Four Co-op. Housing Society Ltd., Opp. Andheri Railway Station, Andheri (East), Mumbai - 400 069, (“**Society**”) and/or their predecessor/s were allotted 162 flats (“**Existing Flats**”) in the said 7 buildings (“**Existing Buildings**”).
- d. By an Indenture dated 26th July, 2000, MHADA granted lease of a portion admeasuring 4835.48 square meters of the Larger Property being the land underneath the Existing Buildings (“**Partial Plot Land**”) on the terms, conditions and covenants therein. MHADA also conveyed the Existing Buildings standing on the Partial Plot of Land to the Society vide Conveyance Deed dated 26/07/2000 registered with the Sub-Registrar of Assurances at Mumbai under the serial no. BDR-1/2941/2000.
- e. The Society has been permitted to use the balance land admeasuring 3213.15sq.mts. forming part of the Larger Plot of Land (other than the Partial Plot Land), which comprises of the open ground, tidbit land, internal roads and community hall standing thereon (“**Balance Plot of Land**”). However, MHADA has not executed any document in respect of the Balance Plot of Land, in favour of the Society.

- f. Out of the Existing Flats, 162 flats are occupied by the individual occupants and 6 flats are owned by MHADA and leased to the Department of the Postal Services (Post office).
- g. The Society presently has 159 members excluding MHADA and has paid up share capital of Rs. 40,500/- comprising of 810 fully paid up shares having the face value of Rs. 50/- each.
- h. The Existing Buildings were constructed 50 years ago and most of the Existing Buildings were required substantial and material repairs. The members of the Society, therefore, decided that it would be in the interest of the members that the Property (**Larger Property**) be re-developed by demolishing the Existing Buildings standing thereon, and construct new buildings.
- i. The members of the Society, at the special general body meeting of the Society held on 12th April, 2009, passed a resolution whereby it was, inter alia, resolved to authorize the managing committee to initiate a bidding process and to appoint a developer to undertake the aforesaid re-development.
- j. Thereafter, the Society invited bids in from builders and developers for the development and/or redevelopment of the Larger Property.
- k. Pursuant to the Society's invitation, the Society received several offers from various developers, out of which 5, developers including the Promoters herein were shortlisted.
- l. On 09th April, 2010 a special general body meeting of the Members of the Society was held wherein, *inter-alia*, it was resolved that, the offers of the shortlisted developers were to be put to vote by raising of hand in presence of Registrar. The Promoters received the highest number of votes and was accepted as the developer to develop the Larger Property.

- m. By a Development Agreement dated 9th May, 2011, registered with the Sub Registrar of Assurances under serial No. BDR4-05424 of 2011, the Society granted development rights in respect of the Larger Property to Bajaj Infrastructure Development Company Limited, a company registered under the provision of Companies Act, 1956 having its registered office at 221, Solitaire Corporate Park, 151, M. Vasanji Marg, Chakala, Andheri (East) Mumbai - 400 069, on the terms and conditions therein contained.
- n. On 31st October, 2010, an Agreement to Hive Off was entered into between Bajaj Infrastructure Development Company Limited and Bajaj Engineering and Infrastructure Private Limited, and by virtue of the said Agreement To Hive Off dated 31st October 2010, Bajaj Engineering and Infrastructure Private Limited, became entitled to develop the Larger Property and sell the premises therein.
- o. On 24th December 2010, the name of Bajaj Engineering and Infrastructure Private Limited has been changed from Bajaj Engineering and Infrastructure Private Limited to Bajaj International Realty Private Limited being the Promoters herein.
- p. The Promoters have procured on behalf of the Society an offer letter bearing no. CO/MB/Arch/NOC/F-427/6843/2010 dated 9/11/2010 ("**Offer Letter**") from MHADA whereby MHADA agreed to allot the Balance Plot of Land and additional buildable area of 14,456.85 square meters for residential use, which, along with the existing built-up area of 5,664.72 square meters, aggregates to the total built up area of 20,121.57 square meters on the Property, subject to payment of the premium and fulfillment of the terms and conditions set out in the Offer Letter.
- q. As per the terms and conditions of the aforesaid Development Agreement the Developers inter alia have agreed to construct a residential flat for each of the members of the Society (the "**Members New Premises**") and the Promoters are entitled to sell balance premises

(the “**Developer’s Premises**”) and the Society will admit buyers of the Developer’s Premises as the members of the Society on a written intimation from the Promoters after having received the Occupation Certificate.

- r. In these circumstances, the Promoters became entitled to develop the Larger Property and construct the said building(s) and sell the Developer’s Premises and entitled to receive the sale consideration in respect thereof.
- s. The Promoters intend to develop the Larger Property and construct buildings thereon, in a phase wise and/or project wise manner.
- t. The Promoters are developing the Property in one phase comprising of 4 Wings namely Wing A, B, C and D (hereinafter referred to as “**Project**”).
- u. The said project is shown on the Plan annexed hereto and marked as **Annexure “E”** and is more particularly described in the First Schedule hereunder written and is hereinafter referred to as the “**said Property**”.
- v. The Promoters are constructing the Project as provided under Section 3 of The Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with The Maharashtra Real Estate (Regulation and Development) Rules, 2017 (“**RERA Rules**”).
- w. The Promoters have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Regulatory Authority at Maharashtra Real Estate Regulatory Authority no. P51800012464, the authenticated copy of which is annexed hereto as **Annexure “G”**
- x. I. C. Legal, Advocates and Solicitors have issued their Title Certificate dated 6th July 2015, Addendum to Title Certificate dated 12th October 2017, Second Addendum to Title Certificate dated 21st March

2018relating to the Promoters rights to develop inter-alia the said Property. An authenticated copy of said Certificate of Title and the Addendums is annexed hereto and marked as **Annexure “B”, “B-1” and “B-2”**.

- y. The Project has been named **“BAJAJ EMERALD”**.
- z. The Promoters have entered into an Agreement with, M/s Miti Designers and Planners, registered with the Council of Architects, for the preparation of designs, details, elevations, specifications etc. in respect of the said Building and the Promoters have appointed H M Rajee Structural Consultants Private Limited, as Structural Engineering Consultants for the preparation of the structural designs, drawings and specifications of the said Building. The Promoters accept the professional supervision of the said Architects and the said Structural Engineers till the completion of the said Building unless otherwise changed.
- aa. The Municipal Corporation of Greater Mumbai (the “Corporation”) / MHADA has sanctioned plans for construction of Nityanand Nagar IV (Bajaj Emerald) and issued Intimation of Disapproval (“IOD”) bearing No.CHE/WS/O550/K/337(NEW) dated 17th August 2013 and Commencement Certificate (“CC”) bearing No. CHE/WS/O550/K/337(NEW) dated 27th February 2017 and MH/EE/(B.P.)/GM/MHADA/110/324/2019 dated 24th June 2019 in respect of the said project Bajaj Emerald, as may be further revised / modified / revalidated from time to time. The authenticated copies of the IOD and CC are hereto annexed and marked **Annexure “A”, “A-1”and “A-2”** respectively.
- bb. The principal and material aspects of the project as disclosed by the Promoters are briefly stated below:
 - (i) The Project would constitute a mixture of users as may be permissible under applicable law from time to time, which will

include the redevelopment / rehabilitation of the existing society members as per Development Agreement dated 9th May 2011.

- (ii) FSI of 27,869.93 square meters is proposed to be consumed on the said project as per Development Plan of 1991;
- (iii) The said Project comprises of 4 wings consisting of residential premises as under:
 Wing A: Double Basement + Ground + 14 floors
 Wing B: Double Basement + Stilt + 14 floors
 Wing C: Double Basement + Stilt + 14 floors
 Wing D: Double Basement + Stilt + 12 floors.
- (iv) As on date MCGM /MHADA has sanctioned Double Basement + Ground + 14 floors for Wing A, Double Basement + Stilt + 14 floors for Wing B and C and Double Basement + Stilt +12 floors for Wing D
- (v) Total FSI of **27,869.93** sq. mtrs. has been sanctioned for consumption in the construction and development of the Project.
- (vi) The Project contains **168** premises to be allotted to the **162** members of the Society and **131** premises are available for sale;
- (vii) The Promoters shall be entitled to put hoarding/boards of their Brand Name, in any form including of Neon Signs, MS Letters, Vinyl & Sun Boards on said Larger Land including on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoters shall also be entitled to place, select, decide hoarding/board sites;

cc. The Allottee has demanded inspection from the Promoters and the Promoters have given inspection to the Allottee of all documents of title relating to the said Property, including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Promoters' Architects, the Title Certificate, revenue records and all other documents as specified under the RERA read with RERA Rules and the Allottee is/are fully satisfied with the right of the Promoters to develop inter-alia the said Property and the Promoters' right to allot the Developer's Premises in the Building/s being

constructed on the said Property and has/have agreed not to raise any requisitions on or objections to the same.

- dd. The Promoters reserve their right to alter the layout design, elevation etc. /make variations in the layout with such modifications thereto as the Promoters may from time to time determine/ or as may be required), without the consent of the Allottee.
- ee. Authenticated copy of the Property Card in respect of the Larger property" is annexed hereto as **Annexure "D"**.
- ff. While sanctioning the said plans for the said Building/s, MHADA/ the Corporation has laid down certain terms and conditions which are to be observed and performed by the Promoters while constructing the said Building/s and upon due observance and performance of which the occupation (in respect of the said Building/s) will be granted by MHADA/the Corporation.
- gg. The Allottee after having investigated and after being fully satisfied with right of the Promoters to develop inter-alai the said Property, has applied to the Promoters for allotment of **Flat No. ____** in **Wing "____"** admeasuring carpet area of ____ square meters (equivalent to ____ square feet – Carpet area as per RERA) on the ____ **floor** of the said Building under construction (hereinafter referred to as the "**said Flat**"), at the price and on the terms and conditions hereinafter appearing
- hh. The Allottee, hereby covenants with the Promoters as follows: -
 - a) That the Allottee shall regularly pay to the Promoters all payments as per this Agreement on respective due dates his/her/their proportionate contribution of the municipal taxes, water, electricity and maintenance and other charges and outgoings payable in respect of the said premises failing which the Promoters is entitled to terminate this Agreement as provided herein;

- b) That the Allottee shall observe and perform and abide by all terms of this Agreement and the rules and regulations and byelaws of the Society from time to time in force including the MCGM.
- ii. Pursuant to the said application and relying upon the above representations, the Promoters has agreed to allot to the Allottee the said Flat being **Flat No. ____ in Wing “__”,** on the ____ **floor** at a lumpsum price of **Rs. ____/- (Rupees _____ only)** payable as per the payment terms and as per other terms and conditions which are agreed and accepted by the Allottee. The Allottee agrees that the allotment of the said Flat by the Promoters to the Allottee is subject to due and proper performance by the Allottee of all the terms and conditions herein mentioned.
- jj. Under Section 13 of RERA, the Promoters are required to execute a written Agreement for Sale in respect of the said Flat, being in fact these presents and also to register this Agreement under the Registration Act, 1908.
- kk. The parties are desirous of recording the mutually agreed and accepted terms and conditions on which the Promoters have agreed to allot the said Flat to the Allottee in the manner hereinafter appearing.

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

1. The Recitals contained above, and the Schedules and the Annexures hereto form an integral and operative part of this Agreement as if the same were set out and incorporated herein verbatim.
2. The Promoters are constructing the Project known as “**BAJAJ EMERALD**” presently planned to consist of 4 (Four) Buildings with Double Basement + Ground + 14 floors for Wing A, Double Basement + Stilt + 14 floors for Wing B and C and Double Basement + Stilt +12 floors for Wing D. The Promoters have already prepared plans, designs,

details etc. which are submitted/to be submitted and got approved from the Concerned Approving Authorities/the Corporation, and the Allottee has complete knowledge of such proposed amendment / modification of the presently approved Plan and the Promoters shall be entitled to make such modifications and amendments in the existing approved plans, designs, etc. as may deem fit so long as the carpet area of the said Flat/ Premises, which is agreed to be allotted to the allottee, is not materially affected. The construction of the buildings namely Wing A, B, C and D in “BAJAJ EMERALD ” shall be on the said Property (more particularly described in the First Schedule mentioned herein below) in accordance with the plans, designs and specifications presently approved and sanctioned by the Engineer/Planning Authority and also by the concerned authorities and as may hereafter from time to time be approved by the concerned local authorities with such variations, modifications and alterations as the Promoters may consider necessary or as may be required by the Engineer/Planning Authority and/or by the concerned authorities or the Government. The Allottee hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed/ be imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said plans or thereafter.

3. The Allottee agrees to purchase from the Promoters and the Promoters agrees to allot to the Allottee the said Flat being a **Flat No. ____ in Wing “__”** on the ____ Floor in the project “BAJAJ EMERALD”, admeasuring **carpet area** of ____ **square meters (equivalent to ____ sq. ft. - Carpet area as per RERA)** as shown surrounded by red colour boundary line in the Floor Plan thereof hereto annexed being **Annexure “C”** for a total consideration of **Rs. _____/- (Rupees _____ only)** which shall include the proportionate price of the common areas and facilities appurtenant to the said Flat. The nature, extent and description of the common areas and facilities appurtenant to the said Flat/Premises is more particularly described in Item Nos. (1) and (2) of the **Second Schedule** hereto.

4. The Promoters have agreed to permit the Allottee, the exclusive right to use ____ (____) car parking space/s in the dependent car parking stack in the Lower Basement.

5. The Allottee shall pay to the Promoters a lump sum consideration of **Rs. ____/- (Rupees _____ only)** payable hereunder for the said Flat / Premises. The said consideration shall be paid in installments as stated more particularly in the **Third Schedule** hereunder written. All payments to be made by the Allottee under this Agreement shall be by cheques, demand drafts, pay orders, RTGS/NEFT (including remittances from abroad) made out in the name of **"BAJAJ INTERNATIONAL REALTY PVT. LTD."**. In the event of the approval for the additional construction (if any) being obtained, the Promoters shall have the right to modify the payment schedule in relation to the installments remaining to be paid, and any such modifications shall be binding on the Allottee.

6. The Allottee shall pay to the Promoters escalation / increase in the sale price of the said Flat, as stated in Clause 5, if such escalation/increase is on account of development charges, payable to the competent authority and/or any other increase in charges, which may be levied or imposed by any competent authority from time to time.

7. The aforesaid consideration excludes taxes (consisting of tax paid or payable by the Promoters by way of MVAT/Service Tax/GST including SGST and CGST, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters upto the date of handing over the possession of the Flat).

8. In accordance with the provisions of Income Tax Act the Allottee/s is/are under obligation to deduct the TDS of 1% of the consideration amount and the Allottee/s shall deduct 1% at the time of payment of each installment and pay the same to the Government Treasury and

within 7 (Seven) days of such payment obtain and furnish the required Challan / Certificate to the Promoters. In the event the Allottee/s fails to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Promoters by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan / TDS Certificate evidencing such payment to the Promoters.

9. The Allottee is aware that if any car parking is allotted or the Allottee is permitted to use car parking, the same shall be without any consideration, however the Allottee will be bound to abide with the rules and regulations as may be framed in regard to the parking spaces by the Promoters and/or the Society and shall pay such outgoings in respect of the parking spaces as may be levied by the Promoters/Society;
 - (i) The Allottee herein agrees and confirms that parking spaces shall be used for parking of the motor vehicles only and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the parking spaces;
 - (ii) The Allottee herein agrees and confirms that he/she/they shall not raise any objection to the designations/selections of parking done/to be done by the Promoters for other allottees/purchasers and accepts the designation of the parking spaces allotted to the Allottee herein.

10. The Allottee agrees to pay to the Promoters interest as per the provisions of RERA, on all the amounts, which become due or payable by the Allottee/s to the Promoters under clause 5 above and under the other provisions of this Agreement from the date any amount is due or payable by the Allottee to the Promoters until actual and full realization of the amount by the Promoters. This shall be without prejudice to the

other rights and remedies of the Promoters under law and under this Agreement.

11. The Specifications/fixtures and fittings to be provided by the Promoters in the said Flat/Premises are those that are set out in **Annexure "F"** hereto.

12. The Promoters are not making any statement, declaration, representation, warranties, guarantees etc. with respect to the sample/show Flat, height of the ceiling of the sample/show Flat, measurements, layout of the sample show Flat, area of the sample/show Flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities etc., and the Promoters do not warrant and/or guarantee the accuracy with respect to the same, and the same shall not be provided by the Promoters, in the said Flat and/or any other Flat and/or in the Project. The information, depictions, fixtures, fittings, furniture, pictures, drawings, images etc., with regards to the sample/show Flat and the information, depictions of the lobby, landscaping, amenities, fixtures, furniture, interiors, designs and all other items with regard to the same shall not be relied upon by the Allottee as statements and/or representations of fact, and the Allottee has not agreed to acquire the said Flat on the basis of such sample/show Flat, lobby, landscaping, amenities, fixtures, furniture, interiors, designs and any and all other items etc., or any part thereof and the same do not form and are not intended to form any part of the transaction contemplated herein. The details of the said Flat shall be mentioned herein and the same shall be final.

13. The Promoters hereby agree to observe, perform and comply with all the terms, condition, stipulation, if any, which may have been imposed by the concerned local authority at the time of sanctioning of said plans or thereafter and shall before handing over the possession to the Allottee, obtained from the concerned local authority Occupation Certificate in respect of the Flat.

14. The Promoters may obtain part occupation or building completion certificate for one or more Flats in the building “**BAJAJ EMERALD**” as the Promoters may deem fit. The Promoters may complete all the buildings in “**BAJAJ EMERALD**” or any part or portion thereof and obtain part occupation certificate thereof and give possession of the said Flat/Premises therein to the Allottee and other Flats/Premises to the acquirers of such Flats/Premises and the Allottee herein shall have no right to object to the same and will not object to the same and the Allottee hereby gives his specific consent to the same. If the Allottee is offered possession of the said Flat/Premises in such part or completed portion of the building, the Promoters and/or its agents and contractors shall be entitled to carry on the remaining work, including further and additional construction work of the said Building in which the said Flat/Premises is situated and if any inconvenience, hardship or nuisance is caused to the Allottee, the Allottee shall not protest, object to or obstruct the execution of such work nor shall the Allottee be entitled to claim any compensation and / or damages and / or to complain for any inconvenience, hardship or nuisance which may be caused to him / her / it / them or any other person.
15. The Promoters shall confirm the final carpet area of the Flat that has been allotted to the Allottee after the construction of the building is complete and the Occupation Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3%. The total price payable for the carpet area shall be recalculated upon the confirmation by the Promoters. If there is any reduction in the carpet area over the defined limit, the Promoters shall refund the excess money paid by the Allottee within 45 days with annual interest at the rate specified in the RERA Rules, from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be

made at the same rate per square meter/square feet as agreed in this Agreement.

16. Time for performance of all the obligations and payments by the Allottee is the essence of the contract.
17. The Promoters shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events ("**Events of Default**"):
 - (i) If the Allottee commits default in making payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise;
 - (ii) If the Allottee commits breach of any other terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.D., C.C. and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.;
 - (iii) If the representation, declarations and/or warranties etc. made by the Allottee in the Booking Form, Allotment Letter, present 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;
 - (iv) If the Allottee has been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
 - (v) If the Allottee is, convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;
 - (vi) If 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; and
 - (vii) If the Allottee have received any notice from the Government in 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 / her.

18. On happening or occurring of any of the Events of Default, the Promoters shall, without prejudice to all other rights that the Promoters may have against the Allottee/s either under this Agreement, or in law or otherwise, give 7 days' notice to the Allottee/s to rectify/remedy such breach. In the event, Allottee/s fail/s to rectify/remedy the breach within the said notice period, then the Promoters shall be entitled (but shall not be obliged) to (i) forthwith terminate this Agreement ("**Termination Date**") and (ii) forfeit/deduct 10% of the Sale Price and balance, if any, shall be refunded to the Allottee/s without any interest and only after the said Flat has been sold to new allottee/s and all amounts including the entire consideration in respect thereof has been received by the Promoters from the new allottee/s. It is further clarified that any profit arising from such sale of the said Flat to the new allottee/s shall be of the Promoters and the Allottee/s shall have no claim against the same. If the Allottee/s has/have availed loan from financial institutions, banks or other institutions against the security of the said Flat then, the Allottee/s shall clear the mortgage debt outstanding at the time of such termination. The Allottee/s, at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks, etc., stating that the Allottee/s has/have cleared the mortgage/debt/charge within 15 days from the Termination Date. On receipt of such letter/no dues certificate from the financial institution, banks, etc., the Allottee/s shall be entitled to the refund of the amount (if any). In any event, the Promoters shall be entitled to directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Allottee/s from the balance amount standing to the credit of the Allottee/s with the Promoters (if any) towards the said Flat (paid by him/her/them to the Promoters towards the consideration/sale price) to the extent so as to clear the mortgage/debt/charge on the said Flat. Notwithstanding all that is stated hereinabove, it shall ALWAYS be obligatory on the part of the Allottee/s to pay the instalments of the consideration amount as and when due under the terms of this Agreement and the Allottee/s shall duly and promptly pay the instalments of the Sale Price irrespective of

the fact that the Allottee/s has/have applied for the loan to such financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are under process and sanction is awaited and/or is rejected. In the event of the failure of the Allottee/s to pay the instalments of the consideration amount the Promoters shall be entitled to enforce its rights as mentioned herein. In case, there shall be deficit in this regard, the Allottee/s shall forthwith on demand pay to the Promoters his /her / their proportionate share to make up such deficit.

19. All the rights and/or remedies of the Promoters are cumulative and without prejudice to one another.

20. The Promoters shall complete the construction of the said Flat by **30th December 2022** (the "said date") The Promoters shall be entitled to extension of time for giving delivery of Flat on aforesaid date, if the completion of the building in which Flat is located is delayed on account of:
 - (i) Non-availability of steel, cement, other building material, water or electric supply;
 - (ii) War, Civil Commotion, fire, earthquake, flood, epidemic, pandemic, lockdown, labour controversy, riot, civil disturbance or act of God;
 - (iii) Failure or delay of any transportation agency or any other supplier of supplies, equipment, or other facilities related to the said Property;
 - (iv) Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
 - (v) Economic downturn;
 - (vi) Any other act or event which is beyond the control of the Promoters including precarious financial condition of the Promoters and/or economic downswing in real estate or any other industry;

(vii) Any act or event or circumstances or conditions or other causes beyond the control of or unforeseen by the Promoters or its agents.

21. The Promoters hereby declare that the floor space index available as on date in respect of the project is **23,373.37 square meters** and the Promoters have planned to utilise floor space index **4,496.56** by availing of TDR and FSI available on payment of premiums and/or FSI available as incentive FSI by implementing various schemes as mentioned in development control regulation or based on expectation of increased FSI which may be available in future on modification to development control regulations, which are applicable to aid projects. The Promoters have disclosed the Floor Space Index of **27,869.93 square meters** as proposed to be utilised by them in the said project and the Allottee/s has agreed to purchase said Flat based on proposed construction and sale of Flats to be carried out by the Promoters by utilising proposed FSI and on the understanding that the declared FSI shall belong to the Promoters only.
22. Subject to clause 20 hereinabove and/or subject to circumstances beyond the Promoters' reasonable control, if the Promoters fail to abide by the time schedule for completing the project and handing over the Flat to the Allottee on the said date and only if the Allottee/s have paid all the amounts payable by him/her/them hereunder (including interest, if any) and performed all his/her/their obligations, and only if the Allottee does not intend to cancel this Agreement / withdraw from the project , the Promoters agree to pay to the Allottee simple interest as specified in the RERA Rules, on all the amounts paid by the Allottee towards the sale price, for every month of delay, till the handing over of the possession of the said Flat. Similarly the Allottee agrees to pay the Promoters simple interest as per RERA Rules, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoters.

23. If the Allottee intends to terminate this Agreement or withdraw from the project, then on termination of this Agreement by the Allottee:
- i. The Promoters shall refund to the Allottee/s the amount already received by the Promoters in respect of the said Flat (except the amounts towards Service Tax/MVAT/GST including SGST and CGST, and other taxes), with simple interest as specified in RERA Rules from the date of termination of this Agreement till the date the amounts are repaid;
 - ii. The Allottee/s shall not have any right, title, interest, claim, demand and/or dispute against the Promoters and/or in respect of the said Flat or any part thereof, in any manner whatsoever; and
 - iii. The Promoters shall be entitled to sell, transfer and/or otherwise entitled to deal with and/or dispose of the same in such manner, as the Promoters may deem fit.

The Allottee agrees, confirms and acknowledges that the amounts payable under Clause 23 constitute a reasonable, genuine and agreed pre-estimate of damages that may be caused to the Allottee and neither the Allottee nor any person or party on his/her/their behalf shall claim any additional/ further amounts as compensation, damages or in any manner whatsoever.

24. The Allottee agrees that the refund of the payment and the damages mentioned in this Agreement constitutes the Allottee's sole remedy in such circumstances and the Allottee foregoes any and all his/her/their rights to claim against the Promoters either for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.
25. The Allottee shall take possession of the said Flat within fifteen days of the Promoters giving written notice to the Allottee intimating that the said Flat is ready for use and occupation; Provided, that if within a period of five years from the date of occupation certificate /handing over the possession of said Flat to the Allottee, the Allottee brings to the notice of the Promoters any defect in the said Flat or the said Building or

the materials used therein or any unauthorized change by the Promoters in the construction of the said Building then, wherever reasonably possible, such defects or unauthorized changes shall be rectified by the Promoters at their own cost. Provided, that the Allottee has not made any change in the interior or exterior of the said Flat from the time when the Allottee was permitted to carry on interior work, and provided, that the Allottee shall have kept the said Flat in the same manner and condition in which it is handed over to the Allottee, and in case of any change having been made in the interior or exterior or the structure or walls or pipes etc. of the said Flat, the Allottee shall be deemed to have waived all its rights under this clause. In case it is not possible for the Promoters to rectify such defects or unauthorized changes, then the Allottee shall be entitled to rectify the same at his own costs.

26. If within the period of five years from the date of occupation certificate / handing over the Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat is situated or any defects on account of workmanship, quality or provision of service, whenever possible such defect shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects then Allottee shall be entitled to compensation for such defect in the manner as provided under the Act . Provided, that the Allottee has not made any change in the interior or exterior of the said Flat from the time when the Allottee was permitted to carry on interior work, and provided, that the Allottee shall have kept the said Flat in the same manner and condition in which it is handed over to the Allottee, and in case of any change having been made in the interior or exterior or the structure or walls or pipes etc. of the said Flat, the Allottee shall be deemed to have waived all its rights under this Clause.
27. At the time of taking possession of the said Flat and in any event within fifteen days of the receipt of the written notice from the Promoters referred to above the Allottee shall fully satisfy himself with regard to the plumbing, electric, sanitary, water fixtures and fittings, locking devices, doors, windows, tiles and other items and fixtures in the said

Flat and acknowledge in writing to that effect to the Promoters and the Allottee shall not at any time thereafter raise any dispute, objection or contention whatsoever in that behalf.

28. The Allottee shall use the said Flat or any part thereof or permit the same to be used for residential purpose only and shall use the Car Parking Space for purpose of keeping or parking his light motor vehicle.
29. The Allottee/s hereby covenant/s to pay to the Promoters on or before taking possession of the said Flat, the following amounts: -
- a) **Rs. ____/-** for share money application / entrance fee of Rs. ____/- extra per person for any additional name mentioned in this agreement for acquiring membership rights in Nityanand Vibhag Four Co-operative Housing Society Limited.
 - b) **Rs. ____/-** Towards Society Membership Fees;
 - c) **Rs. ____/-** as a lump sum payment towards legal charges and expenses of the Promoters and incidental to this Agreement;
 - d) **Rs. ____/-** Reimbursement of the amounts incurred by the Promoters towards Electric Meter Charges, Water Meter Charges, Mahanagar gas connection and other incidental expenses incurred by the Promoters
 - e) **Rs. ____/-** To meet with 12 (Twelve) months outgoings towards proportionate periodical outgoings including Water Charges, Common Electricity Bills, Salary / remuneration of employees and/or Watch & Wards, etc.
 - f) **Rs. ____/-** Towards Development Charges
- Rs. ____/- TOTAL**

The Allottee/s hereby covenant/s to pay such further amount or amounts to the Promoters, if any of such deposits or payments referred

to above get exhausted or is found to be insufficient to meet the taxes and expenses to be incurred by the Promoters;

30. Commencing 15 days after notice in writing is given by the Promoters to the Allottee that the said Flat is ready for use and occupation, the Allottee shall be liable to bear and pay to the Promoters, proportionate share (i.e. in proportion to the floor area of the said Flat) of outgoings in respect of the said Flat and Building including local taxes to be paid or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Flat and Building until the charge in respect of the said Building is handed over to the Society. The Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoters provisional monthly contribution of **Rs. ____/- (Rupees ____ only)** per month towards the aforesaid outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and shall remain with the Promoters till the Allottees are admitted as members of the Society and thereafter shall be paid over by the Promoters to the Society. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 7th day of each and every month in advance and shall not withhold the same for any reason whatsoever. However, a further sum of **Rs. ____/- (Rupees _____ only)** shall be deposited with the Promoters at the time of taking possession of the said Flat as an advance towards such charges. The Allottee shall pay the aforesaid amounts and payments referred to in this clause to the Promoters by Pay Order and/or Demand Draft. However, if the Allottee pays the said amount referred to hereinabove by cheque/s then and in that event the said cheque/s shall be received by the Promoters subject to the realization thereof and the possession of the said Flat shall be handed over to the Allottee only after realization thereof.

31. It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned hereinabove, then the Allottee shall forthwith on demand pay to and/or deposit the additional amounts with the Promoters. The said amount shall not carry any interest.
32. The Promoters shall allot all flats, garages, car parking, open spaces, terraces etc. intended to be constructed on the said Property with a view ultimately that the purchasers/allottees of all the flats, garages, car parking, open space etc., in new building/s shall be admitted to the Society. It is agreed and clarified that the Promoters shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the flats, garages, car parking, open spaces, terraces, etc., separately and independently and the purchasers/allottees of all the flats, garages, car parking, open space in new building shall be admitted to the Society.
33. Commencing fifteen days after notice in writing is given by the Promoters to the Allottee that the said Flat is ready for use and occupation, the said Flat shall be at the risk of the Allottee (irrespective of whether possession of the said Flat is actually taken or not by the Allottee) in all respects including loss or damage arising from the destruction, deterioration, injury or decrease in value of the said Flat. It is agreed that irrespective of whether possession is actually taken or not by the Allottee, the Allottee shall be liable to bear and pay to the Promoters or its nominee or appointee until the transfer is executed, the proportionate share (i.e. in proportion to the carpet area of the said Flat) of all outgoings in respect of the said Building (Property, buildings and structures) including repairs to the exterior and interior of the said Building (but excluding the interior of the said Flat hereby agreed to be sold to the Allottee) namely all rates, taxes, cesses, assessments, betterment charges, levies and all other impositions made by the concerned local or public bodies or authorities and/or Government

(State or Central) water charges, insurance, common lights, repairs and salaries of employees, clerks, bill collectors, chowkidars, sweepers and electricity and telephone cables, water lines, drainage lines, sewerage lines and all other expenses and outgoings necessary and incidental to the management, administration, maintenance and safety of the said Property and buildings and structures thereon (all hereinafter collectively referred to as "all outgoings"). The Allottee shall pay to the Promoters such proportionate share of all outgoings and/or any other amounts, charges, taxes as may be imposed by the authorities, as may from time to time be determined by the Promoters. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoters provisional monthly contribution per month towards all outgoings or such other amounts as will be communicated from time to time by the Promoters to the Allottee. The Allottee agrees and undertakes to pay to the Promoters in advance twelvemonths contribution (as may be determined by the Promoters) at the time of taking possession of the said Flat. Thereafter, every month, the Allottee shall pay in advance monthly contribution as may from time to time be determined by the Promoters and shall not withhold the same or any part thereof for any reason whatsoever. The amounts so paid by the Allottee to the Promoters shall not carry any interest and shall remain with the Promoters and shall be utilised by the Promoters for meeting all outgoings. Any balance of the amount left with the Promoters and also the deposits, if any referred to in this agreement (less all deductions provided in this Agreement) shall be paid over by the Promoters to the Society.

34. The Promoters shall in respect of any amount remaining unpaid by the Allottee to the Promoters under the terms and conditions of this Agreement have a first lien and charge on the said Flat and car parking space as long as the same shall remain unpaid.
35. 15 days after notice in writing is given by the Promoters to the Allottee that the said Flat is ready for use and occupation, the Allottee (irrespective of whether possession of the said Flat is actually taken or

not by the Allottee) with intention to bind all persons into whosoever's hands the said Flat may come, doth hereby covenant with the Promoters as follows:-

- (a) To maintain the said Flat at the Allottee's own cost in good tenantable repair, order and condition and not to do or suffer to be done anything in or to the said Building and staircase or any passage and other common areas and amenities therein which may be against the rules, regulations or bye-laws of the concerned local or public bodies or authorities or (as the case may be) the society (of Allottee of Flats//premises in the said Building) and the federal society, company or association of Flat owners (as the case may be) or change/alter or make addition/s or alterations in or to the said Building and in the said Flat or any part thereof. However, the Allottee shall be at liberty to make internal alterations or additions in the said Flat without altering or damaging any column, beam or other structural member of the said Building after obtaining at his own cost the prior written approval of the Municipal and other competent authorities, if so required and in accordance with their rules, regulations and byelaws for the time being in force. The Allottee shall not put up any decorations in or make any alterations, additions or improvements to the exterior of the said Flat nor shall make any changes to the windows and glazing. The Allottee shall, with the prior written consent of the Promoters, be at liberty to fix safety grills on windows of the said Flat of such design as the Promoters may specify (so as to observe uniformity of designs in the said Building). The Promoters shall be entitled to remove at the cost and risk of the Allottee any grill, which may have been fixed without the Promoters' written permission or if the same is not of the design prescribed by the Promoters. The Allottee shall not at any time construct on (whether of a temporary or permanent nature) or raise the height of the wall of any balcony or terrace of the said Flat or fix or erect sun screens or weather sheds on the exterior of the said Flat or the Building or cover the balcony or terrace in any manner whatsoever. Name plates and boards will

be placed in specified areas and of sizes as may be previously approved in writing by the Promoters and/or the Society;

- (b) Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected by the concerned local or other authorities or by the Society and not to carry or cause to be carried heavy packages to upper floors of the said Building which may damage or is likely to damage the staircases, common passages or any other part of the structure of the said Building, including entrances of the said Building. If any damage is caused to the said Building or to the said Flat on account of negligence or default of the Allottee or his/her/ its/their employees, agents, servants, guests or invitees in this behalf, the Allottee shall be liable and responsible for the consequences of any breach of this condition;
- (c) To carry out at his/her/its/their own cost all internal repairs to the said Flat and maintain the same in good condition/ state and order in which the same were constructed and not to do or suffer to be done anything in or to the said Building or in the said Flat which may be against the rules, regulations and bye-laws of the concerned local or public bodies or authorities or Society. In the event the Allottee commits any act or omission in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local or public bodies or authorities or Society;
- (d) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any additions or alterations of whatever nature in or to the said Flat or any part thereof nor any alteration in the elevation, sections, details and outside colour scheme of the said Building and the Allottee shall keep the sewers, drains, pipes, electric cables and all other amenities in the said Flat and appurtenances thereto in good tenantable repair, order and condition and in particular so as to support shelter and protect the other parts of the said Building and shall not chisel or in any other manner damage columns,

beams, walls, slabs or RCC pardsis or other structural members in the said Flat without the prior written permission of the Promoters/Society and wherever necessary without the written permission of the other concerned competent authorities;

- (e) Not to do or permit to be done any act or thing which may render void or any insurance of the said Building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance;
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Property and the said Building;
- (g) To pay to the Promoters within fifteen days of demand by the Promoters his share of security deposit demanded by the Corporation concerned local or public bodies or authorities or government for giving water, electricity or any other service connection to the said Building;
- (h) To bear and pay all rates, taxes, cesses, assessments, water charges, electricity charges, insurance, outgoings and such other levies and impositions, if any, and all increases therein which are levied or imposed by the concerned local authorities and/or Government and/or public bodies or authorities in respect of or relating to the said Building and the said Property;
- (i) The Allottee shall observe and perform all the bye-laws, rules and regulations of the Society that may be made from time to time for protection and maintenance of the said Flat and the said Building and the Property and the buildings and other structures thereon and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authorities, government or other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and user of Flats in the said Building and Car Parking Spaces and shall pay and contribute regularly and punctually towards the property rates, taxes, cesses, assessments, impositions, expenses and all other

outgoings and levies whatsoever in accordance with the terms of this Agreement;

- (j) The open spaces and common entrances, common passages, lobbies, staircases and lifts in the said Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottee shall not use or permit the use of any part of the said Property for any purpose and shall not use or permit the use of common passages, lobbies and staircases in the said Building for storage or for use by servants at any time;
- (k) The Allottee shall not at any time do any work in the said Flat, which would jeopardize the soundness or safety of the said Building or prejudicially affect the same;
- (l) The Allottee shall not park any vehicle in any part of the said Property (described in the First Schedule hereto) except in the places (if any) specifically provided by the Promoters.

36. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said building or of the said property (Property and buildings thereon) or any part thereof by the Promoters to the Allottee. The Allottee shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him. The said Property and all open spaces, parking spaces, lobbies, staircases, lift, common entrances, common passages, terraces and all other common and other areas etc. in the buildings and structures on the said Property will remain the property of the Society.

37. It is expressly agreed that the Promoters shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said Property or any parts of the new building including on the terrace and/or on the parapet wall and/or on the said Property and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoters are fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the new

building or on the said Property as the case may be and further the Promoter shall be entitled to use and allow third parties to use any part of the new building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment, etc. The Allottee agrees not to object or dispute the same. It is further expressly agreed that the Promoters shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Allottee/Society shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoters.

38. The Allottee declares and confirms that he has inspected and has expressed notice of the terms, conditions, provisions, covenants and agreements contained in the said Redevelopment Agreement. The Allottee is satisfied with the sanctioned plans, other sanctions, approvals and specifications of the said Building and said Flat and amenities provided therein and is satisfied with the title of the Promoters to the said Building and said Flat and shall not raise any requisition or objection on the same. The Allottee shall observe and perform the said terms, conditions, provisions, covenants and agreements and shall not commit a breach thereof and shall at all times keep indemnified the Promoters against any breach, non-observance or non-performance thereof.
39. It is agreed that notwithstanding anything contained to the contrary herein, the Promoters shall be entitled at any time to amend the layout and/or to construct additional building/ structures on the said Property/ Larger Property and/or additional floors on the said Building being constructed on the said Property. All such additions, alterations, additional floors and/or additional wings, building and/or structures shall be the sole property of the Promoters who shall be entitled to sell/allot and/or otherwise deal with the same in the manner the

Promoters deems fit. Such additional construction may either be on account of additional F.S.I. that may be available from the said Property/Larger Property or elsewhere and/or on account of TDR and/or any other rights, benefits including floating rights which may be available in respect of the said Larger Property or other properties and/or any potential that may be available on account of the amendment in the Development Control Rules or rules/ regulations relating to F.S.I or floating rights and all other benefits and rights. The Promoters shall be entitled to utilize and consume such TDR, F.S.I or any other potential, other rights, benefits including floating rights etc. to the extent permissible as per rules/regulation in force at such relevant time. The Allottee/s shall not be entitled to claim any rebate in price or any other advantage from the Promoters on the ground of the Promoters making additional construction or any other ground, whatsoever. The Allottee/s hereby confirms and consents to the irrevocable and unfettered right of the Promoters to amend the layout and construct and sell/allot the said Building/structures on the said Property and/or additional floors on the said Building being constructed on the said Property in the manner the Promoters deem fit without any concurrence in future.

40. It is agreed between the Parties that the Promoters shall be entitled to develop the Larger Property in phase-wise manner and/or sector-wise and/or project wise manner as the Promoters may desire. The Promoters are retaining unto themselves full rights for the purpose of providing ingress or egress from the said Property/ Larger Property in the manner deemed fit by the Promoters and the Allottee/s unequivocally consents / agrees not to raise any objection or dispute regards the same now or any time in the future and the Allottee/s acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.
41. It is agreed between the Parties that the Promoters shall be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the layout plan as may be sanctioned

by MCGM/ MHADA in respect of the said Property and/or Larger Property to utilize F.S.I. and/or development rights in respect thereof and for that purpose to submit plans or proposals as the Promoters may deem fit. It is further agreed that the Promoters in its absolute discretion shall be entitled to locate or provide in the said Building on the said Property any additional floor or floors and use the same for such purpose or purposes as the Promoters may desire without reference or recourse to the Allottee/s and at the discretion / option of the Promoters from time to time.

42. The Allottee/s hereby expressly consents to the Promoters to re-design the said Building or increase in number of floors, adding new building or buildings or the recreation area or realigning any internal road, common area, club house, swimming pool, recreation area and passages and such other area or areas as the Promoters may desire to realign and re-design and if the said Building in which the Allottee/s has/have agreed to acquire the said Flat is completed earlier than other building/s structures, then the Allottee/s confirms that the Promoters will be entitled to utilise any F.S.I., TDR and all the benefits, potentials, yield, advantages etc. presently available and / or that may be available in the future for any reason including on account of change in regulations / law / act etc. in respect of the said Property/ Larger Property or any part thereof or any adjoining property or properties as the case may be, and till all the aforesaid is fully utilised by the Promoters, and all the premises etc. are sold, and the amount or amounts receivable by the Promoters is/are duly received by the Promoters and all the obligations required to be carried out by the Allottee/s herein and the allottee/s of premises are fulfilled by them and the Allottee/s agrees and irrevocably consent/s not to have any demand or dispute or objection in that behalf.
43. Further it is agreed between the Parties hereto that the Allottee/s shall not be entitled to nor shall he/she/they demand sub-division of the said Property/ Larger Property/ or be entitled to any FSI exceeding the FSI used and consumed in the said Building out of any FSI available now or in future. The Allottee is aware that the said Project is a Society

Redevelopment project, the Allottee shall become a member of the existing Society and that no further formation of Society and/or and conveyance/lease will be executed.

44. Any delay, tolerance or indulgence shown by the Promoters in enforcing the terms and conditions of this Agreement or any forbearance or giving of time to the Allottee by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoters. The failure by the Promoters to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time thereafter to enforce all the terms and conditions of this Agreement.
45. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sum received on account of share capital for the Society or towards the outgoings, legal charges and shall utilize/neutralize the amount only for the purposes for which they have been received. The Allottee shall make all payments of the consideration/sale price due and/or payable to the Promoters through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of **“BAJAJ INTERNATIONAL REALTY PRIVATE LIMITED”**. In case of any financing arrangement entered by the Allottee with any financial institution with respect to the said Flat, the Allottee undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards consideration/sale price due and payable to the Promoters through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of **“BAJAJ INTERNATIONAL REALTY PRIVATE LIMITED”**. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Allottee, in which event the Promoters shall be entitled to

terminate this Agreement and forfeit the amounts paid by the Allottee to the Promoters.

46. The Promoters shall not mortgage or create a charge on the said Flat after the Promoters execute this agreement and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for time being in force, such mortgage or charge shall not affect the right, interest of the Allottee under this Agreement.
47. Forwarding this agreement to the Allottee by the Promoters doesn't create a binding obligation on the part of the Promoters and/or the Allottee until firstly, the Allottee signs and delivers this agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30(thirty) days from the date of receipt by the Allottee and secondly appears for registration of the same before the concerned sub registrar as and when intimated by the Promoters. If the Allottee(s) fail/s to execute and deliver to the Promoters this agreement within thirty days of its receipt by the Allottee(s) and/or appear/s before the sub-registrar for its registration as and when intimated by the Promoters, then Promoters shall serve notice to the Allottee(s) for rectifying the default which if not rectified within 15 days of its receipt by the Allottee(s), booking/allotment of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith shall be returned to the Allottee without any interest(subject to adjustment and recovery of any agreed liquidated damages)
48. The Allottee alone shall bear and pay the Stamp Duty and Registration charges of this Agreement in conformity with the provisions of the Bombay Stamp Act, 1958 and Registration Act, 1908.
49.
 - (a) The Allottee shall on the execution hereof present this Agreement and admit execution thereof at the proper registration office for registration within the time limit prescribed (presently within four months from the date of execution of this Agreement) by the

Registration Act, 1908 and the Promoters will attend such office and admit execution thereof.

- (b) The Allottee shall inform the Promoters in writing the serial number under and the date on which this Agreement is so lodged and thereupon the Promoters will attend the Sub-Registrar's Office and admit execution thereof provided that the Allottee has given notice sufficiently in time (not less than fifteen days) to enable the Promoters to arrange for admission of execution. The Allottee is aware that it is mandatory to register this Agreement. In the circumstances, the responsibility for presenting this Agreement for registration shall be that of the Allottee alone and the Promoters shall give its full co-operation for the same.
- (c) If the Allottee fails and/or neglects to present this Agreement for registration within the stipulated period, whatever be the reason thereof, the Promoters shall not be responsible for such non-registration as also the consequences arising therefrom and the Allottee shall keep the Promoters indemnified against the consequences thereof.
- (d) The Allottee shall continue and be obliged to pay to the Promoters the installments on the dates/periods as provided in this Agreement, in spite of failure or neglect by the Allottee to present this Agreement for registration and to admit execution thereof by the Allottee and until this Agreement is registered, and thereafter the Allottee hereby agrees and undertakes to make such payments without any deduction or raising any dispute, objection or contention whatsoever.

50. The Allottee hereby nominates _____ having
his/her/their _____ address _____ at

_____ who is _____ of the Allottee as his/her/their nominee in respect of the said Flat (the "**said Nominee**"). On the death and/or incapability of Allottee, the said Nominee shall assume all the obligations of the Allottee under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee shall at any

time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoters shall only recognize the said Nominee or the nominee substituted by the Allottee (only if such substitution has/have been intimated to the Promoters in writing) and deal with him or her in all matters pertaining to the said Flat. The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee. The Promoters shall at its discretion be entitled to insist on Probate/Succession Certificate/Letters of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Owners/Promoters as may be necessary and required by the Promoters.

51. The Allottee hereby agrees to indemnify and keep indemnified, saved, defended and harmless the Promoters against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoters from or due to any breach by the Allottee of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee in complying/performing his/her/their obligations under this Agreement.

52. All letters, circulars, receipts and/or notices to be served on the Allottee as contemplated by this Agreement shall be deemed to be validly and effectively served, if sent to the Allottee by Registered Post A.D./Under Certificate of Posting/ Speed Post/Courier/Hand Delivery at his address specified below or such other address as the Allottee may hereafter notify in writing to the Promoters.

Name/s: _____

Address: _____

53. In case of any change of the aforesaid address, the Allottee shall forthwith intimate the new address to the Promoters and obtain proper acknowledgement from the Promoters.

54. The Allottee will always abide by all the rules and regulations of the Society.

55. The Allottee/s shall, with prior 24 (twenty four) hours intimation, permit the Promoters and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Flat or any part thereof to view and examine the state and conditions thereof and/ or 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 premises of the said Building in respect whereof, the Allottee/s of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc.

56. The Allottee hereby agrees that after possession of the said Flat is given or deemed to be given to the Allottee, any amount including outgoings which become due or payable by the Allottee to the Promoters / Society under this Agreement and also in the event of any amounts by way of rates, taxes, cesses, assessments, property revenue, premium betterment charges, development tax or any other tax, levy, payment, imposition or assessment whatsoever by whatever name called under any Act (State or Central) become due or payable on the property to the Government (State or Central) or to Municipal Corporation or other local or public bodies or authorities, the Allottee shall be liable to bear and pay his/her/ its/their share thereof (in proportion to the carpet area of the said Flat and parking spaces and terraces if any). The amounts so determined from time to time by the Promoters/Society shall be final and binding on the Allottee who shall pay the same to the Promoters/Society forthwith upon demand in writing by the Promoters/Society without deduction and without raising any dispute,

contention or objection, whatsoever. In the event of default by the Allottee in the payment of any sum due or payable under this Agreement, the Allottee shall pay interest on that sum for the period from the due date for such payment until actual payment at simple interest as per the rules of RERA. This shall be without prejudice to the other rights and remedies of the Promoters against the Allottee.

57. The Allottee (in case of a Partnership Firm or a Limited Liability Partnership) has supplied the names and addresses of the present partners and undertakes to furnish in writing to the Promoters the names of the partner/s for the time being constituting the Firm.
58. The said project “BAJAJ EMERALD” (in which the said Flat is situate) shall always be known by that name and such name shall not be changed at any time in future without the prior written permission of the Promoters.

IT IS FURTHER AGREED DECLARED RECORDED CONFIRMED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO THAT:

59. The Allottee is fully aware and shall be deemed to have full knowledge and is hereby given express notice by the Promoters that construction activities (including blasting operations) on the said Property will continue (during day and if necessary during night) even after possession of the said Flat is given to the Allottee and the Allottee shall not at any time protest, object or raise any dispute or contention or make any complaint about nuisance or annoyance or inconvenience which may be caused due to such construction activities (during day or if necessary during night) about the Promoter’s right to carry on such construction activities on the said Property and the Promoters shall not be liable or responsible for and the Allottee shall not be entitled to or claim any damages, compensation or any amount whatsoever from the Promoters arising out of or due to or caused by such construction activities on the said Property.

60. The Promoters has informed the Allottee and the Allottee is aware that the present construction is a redevelopment project pursuant to the Agreement for Re Development dated 9th May 2011 and on the basis of the terms and conditions as stated thereunder.
61. All notices to be served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore mentioned
62. 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
63. For the purposes of this transaction, the details of the PAN of the Promoters and the Allottee/s are as follows:
- Promoters PAN: AAECB3060C
 - Sole/ First Allottee PAN: _____
64. As stated herein, the Allottee/s shall not, without the prior written consent of the Promoters, sell, give on leave and license/ lease, transfer, mortgage, create charge etc. or otherwise deal with or dispose of the said Flat or any part thereof.
65. The Allottee/s hereby grant/s his/her/their irrevocable consent to the Promoters mortgaging the said Property/ Larger Property along with the said Building, save and except the said Flat, being constructed thereon, to enable the Promoters to augment the funds for the development of the said Property/ Larger Property.
66. The Promoters shall be free to construct on the said Property, more particularly described in the First Schedule hereunder written, at such locations as it may from time to time decide, any additional structures

like sub-stations for electricity or office for management of “**BAJAJ EMERALD**” and build underground and overhead tanks, structures for watchmen, cabin, toilet units for domestic servants and watchmen, soak pits and other structures, the locations of which are not particularly marked or shown in the building plans or layout plans of the property and laying through or under or over the said Property or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, water harvesting arrangement and other devices belonging to or meant for any of the building/s and other structures which are to be developed and constructed by the Promoters on the said Property.

67. This Agreement contains the whole agreement between the parties in respect of the subject matter of this Agreement and shall not be modified (whether by alteration, addition or omission) otherwise than by a writing duly signed by both the parties. This Agreement constitutes the entire agreement between the parties and there are no promises or assurances or representations, oral or written, express or implied other than those contained in this Agreement. The Allottee hereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or information whether oral, written or otherwise given or made or represented including those contained/given in any advertisement or brochure or publicity materials by the Promoters and/or its agents to the Allottee and/or his agents other than such terms, conditions and provisions as are contained or incorporated in this Agreement shall be deemed to form part of this Agreement or to have induced the Allottee to enter into this Agreement.
68. The Allottee shall be liable and hereby expressly agrees to bear and pay all existing and future Service tax, MVAT, GST, TDS, GST including SGST and CGST, and / or other taxes and charges and / or levies that may be imposed if any, whether payable in the first instance or otherwise, and all increases therein which are / may be levied or imposed by the concerned local authorities and / or Government and / or public bodies or authorities.

69. The Promoters shall have absolute authority and control as regards the unsold Flats in the said project “**BAJAJ EMERALD** ” and the disposal thereof.
70. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development Act, 2016 and the rules made thereunder.
71. The Allottee/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the Larger Property and the said Property and the said Flat and has / have expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied has / have entered into this Agreement and further agrees not to raise any objection in regard to the same.

IN WITNESS WHEREOF the parties have executed these presents the day and year first hereinabove written

THE FIRST SCHEDULE ABOVE REFERRED TO

Property being all that piece or parcel of land admeasuring 8,048.63 square meters approximately, bearing CTS No. 684/A, 684/B and 684/A/1 to 69, situated at Village Andheri, Taluka Andheri, Mumbai Suburban District

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Common Areas and Facilities)

- A) Common Areas and facilities of the Said Premises in relation to the said Building.**
- The portion of the said property on which the plinth of the said Building shall be constructed and the common service lines such as electricity, water, drainage, common recreation areas.
- B) The following facilities located throughout the Building.**
- Water tank.
 - Plumbing network throughout the Building.
 - Electric wiring network throughout the Building.
 - Necessary light, telephone and public water connections.
 - The foundations and main walls, columns, girders, beams, and roofs of the Building.
- C) The following facilities located in each of the upper floors are restricted common areas and facilities restricted to the premises of respective floor.**
- A lobby which gives access to the stairway from the Said Premises.

THIRD SCHEDULE

FLAT NO. _____ IN WING “ _____ ” ON THE _____ FLOOR IN THE PROJECT
KNOWN AS BAJAJ EMERALD

Sr. No.	Particulars	Percentage %	Amount in Rs.
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
	TOTAL: -	100%	

SIGNED AND DELIVERED for and on behalf of)
The Promoters “BAJAJ INTERNATIONAL)
REALTY PRIVATE LIMITED”)
by its Authorised Representative)
MR. AUSTIN SALDANHA)
in the presence of

1) _____

2) _____

SIGNED AND DELIVERED by the withinnamed)
Allottee)
_____)
in the presence of

1) _____

2) _____

R E C E I P T

RECEIVED the sum of **Rs.** _____/- (**Rupees** _____
only) from the within named Allottee in the manner as follows: -

WE SAY RECEIVED:
For ‘BAJAJ INTERNATIONAL REALTY PRIVATE LIMITED’

AUTHORISED SIGNATORY

Witness: _____