

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made and executed at Mumbai, on this _____ day of _____ in the Christian Year Two Thousand and Twenty-_____;

BETWEEN:

M/S.RPMG BUILDERS& DEVELOPERS PVT. LTD. (ZEE INFRA GROUP), a Company duly incorporated under the Companies Act, 1956 holding **PAN. AACCI5840H** and having its registered office at 701/702, Ram Milan Premises Co-operative Housing Society Ltd., Subhash Road, Vile Parle (East), Mumbai 400 057, through its Director _____ and _____, hereinafter referred to as **"THE PROMOTER/DEVELOPER"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its Successors and Assigns) of the **ONE PART**;

AND

(1) _____, Aged about _____ years, having PAN _____,

(2) _____, Aged about _____ years, having PAN _____,

(3) _____, Aged about _____ years, having PAN _____,

an Indian Inhabitant having address at _____

_____, hereinafter called the **"ALLOTTEE/S"** (which term in case of individuals shall, so far as the context admits, be deemed to mean and include his/her/their respective heirs,

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executors and administrators and/or persons deriving title under or through him/her/them and his/her/their permitted assigns, and in case of a partnership firm, partner or partners for the time being and from time to time of such firm and survivor or survivors of them and the heirs, executors and administrators and permitted assigns of the last such survivor, and in case of incorporated bodies, its successors and permitted assigns) of the **OTHER PART**.

WHEREAS:

- A.** The Promoter/Developer is entitled to undertake the redevelopment of all that piece and parcel land Property being piece and parcel of plot of land bearing Final Plot Nos.66-B, Town Planning Scheme No. II, C.T.S. No.945, 945/1 to 8 and 945/10 to 16 admeasuring about 2107 Sq. yards equivalent to 1762 sq. mtrs. Prior to set back and after deduction of setback admeasuring 2030 sq.yards of thereabouts equivalent to 1697.26 sq. Mtrs along (Hereinafter referred to as **“the said Land”** with the building standing thereon known as “Jayashree” consisting of ground plus 3 upper floors and constructed on or about 1980-81 (Hereinafter referred to as **“the said Building”** of Vile Parle Town Planning Scheme No. II, within the “K” East Ward of the Municipal Corporation of Greater Mumbai at Village Vile Parle (East), Taluka Andheri, lying, being and situate at Prarthana Samaj Road, Vile Parle (East), MUMBAI 400 057 within the registration district and sub-district of Mumbai City and Mumbai Suburban (Hereinafter the said land and the said building is more particularly described in the **First Schedule** hereunder written and as shown as marked in red colour boundary lines on the plan annexed hereto and marked as **Annexure ‘A’** and referred to as **“the said Property”**).
- B.** The development rights in respect of the said Land have been acquired by the Promoter/ Developer in the following manner:
- i.** One Mrs Gulaben Natwarlal Shah & Shri Kumarpal Natwarlal Shah H.U.F (“Original Owners”) were seized and possessed of as the original owner of the property by succession, bearing Final Plot Nos.66-B, Town Planning Scheme No. II, C.T.S. No.945, 945/1 to 8 and 945/10 to 16 admeasuring about 2107 Sq. yards equivalent to 1762 sq. mtrs. Prior to set back and after deduction of setback admeasuring 2030 sq.yards of thereabouts equivalent

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to 1697.26 sq. Meters along with the structures standing thereon of Vile Parle Town Planning Scheme No.II, within the “K” East Ward of the Municipal Corporation of Greater Mumbai at Village Vile Parle (East), Taluka Andheri, lying, being and situate at Prarthana Samaj Road, Vile Parle (East), MUMBAI 400 057, within the registration district and sub-district of Mumbai City and Mumbai Suburban.

- ii. The said Original Owners sold, transferred and conveyed the same to one M/s. Jayshree Builders vide Conveyance Deed dated 27th February, 1979. The said Owners had also executed an Agreement for Sale on or about 5th November, 1978, with an intent to sell and transfer the said property unto and in favour of the said M/s. Jayshree Builders, which has ultimately culminated into the said aforesaid Conveyance Deed of 27th February, 1979. The said owners had also executed Irrevocable Power of Attorney on or about 29th November, 1978 unto and in favour of the said M/s. Jayshree Builders ;
- iii. The said M/s. Jayshree Builders, as under an Agreement as the Owners /Developers thereto, developed the said land and sold the premises therein on ownership basis, to various premises acquirers under the provisions of the Maharashtra Ownership of Flats Act, 1963 and constructed the Building thereon known as “ JAYASHREE APARTMENTS ” consisting of Ground plus 3 upper floors thereon, without any lift facility thereto, in the year on or about 1983, consisting of 29 residential flats and 6 Shops ;
- iv. All the premises acquirers in the said Building duly formed and registered a Co-operative Housing Society in the name and style of **JAYASHREE APARTMENT CO-OPERATIVE HOUSING SOCIETY LTD.,** a Society duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 vide Registration No.BOM/(W-KE)/HSG/TC/3723 of 3rd December, 1988 having its registered office at Prarthana Samaj Road, Vile Parle (East), Mumbai 400 057, (Hereinafter referred to as “**the said Society**”) in respect of the said Building “Jayashree Apartments ” ;

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- v. The said M/s. Jayshree Builders thereafter duly sold, transferred, conveyed and assigned the said property unto and in favour of the Promoter/Developer herein vide Deed of Conveyance/Assignment dated 24th January, 2013 duly registered with the Sub- Registrar of Assurances Bandra under Serial No. BDR-1-1150-2013. The Said Jayshree Builders also executed in Favour of the Promoter/Developer herein an Irrevocable Power of Attorney duly registered with the Sub-Registrar of Assurances, Bandra under serial No. BDR-1-1151-2013 ;
- vi. The Promoter/Developer herein Offered the said Society to re-develop the said property by demolishing the existing Building, vide their offer letter dated 25th April, 2015 and revised offer letter dated 26th October, 2015, which the SOCIETY had accepted vide its Resolutions passed in the General Body Meetings held on 8th November, 2015 and ratified on 30th April, 2017 ;
- C. Pursuant thereto disputes and differences arose between the said Society and the Promoter/Developer, which ultimately led to filing of Arbitration Petition by the Society before the Hon'ble Bombay High Court being Commercial Arbitration Petition of 2021, wherein the parties to the dispute amicably settled their grievances and Consent Terms Dt.07/12/2021 were filed in the said Arbitration Petition. The copy of the said Consent Terms is annexed hereto and marked as **Annexure 'A-1'** In the circumstances aforesaid, the Promoter/ Developer became entitled to redevelop the said land and construct thereon, new multi storied building/s.
- D. The Promoter/Developer had made an application to the MCGM for sanction of plans for carrying out construction of a new multistoried building/s on the said Land and based on such application, the MCGM had approved plans for construction on the said Land (initially with a Floor Space Index (hereinafter referred to as "FSI") ; and had issued an Intimation of Disapproval bearing number **CHE/WS/4280/K/E/337/(NEW)** (hereinafter referred to as "**the IOD**"). A copy of the IOD is annexed hereto and marked as **Annexure 'B'**.
- E. The MCGM has also issued a Commencement Certificate dated **11/07/2022**

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bearing number CHE /WS/ 4280/ K/E/ 337 (NEW) /CC/1/Newand thereby has permitted the Promoter/ Developer to commence construction of the new building (hereinafter referred to as “**the CC**”). A copy of the CC is annexed hereto and marked as **Annexure ‘C’**.

- F.** As per the IOD and approved plans dated 04/01/2022, further amended approved plans and the plans to be further approved hereafter by the MCGM, the Promoter/ Developer shall be constructing on the said Land, a multistoried building comprising of Ground + Six Upper Floors presently proposed by the Promoter/ Developer (hereinafter referred to as “**the Proposed Building**”).
- G.** The development/redevelopment on the said Land undertaken by the Promoter/ Developer by constructing thereon the Proposed Building by construction of the Proposed Building thereon, in the manner aforesaid, is hereinafter referred to as “**the said Project**”. The term “*the Project*”, wherever the same appears hereinafter shall include without limitation the entire project of construction of the Proposed Building and all other structures and the entire development of the said Land, as envisaged by the Promoter/ Developer.
- H.** It is further clarified and the Allottee/s is/are specifically made aware that although the Promoter/ Developer has envisaged a broader scheme of development and construction, considering the fact that the MCGM has presently granted the existing building approvals as recited above; the Promoter/ Developer shall from time to time be making applications to the MCGM for amendments to the already approved plans and for issuance of further approval/s of amended plans and further commencement certificates or revalidation of the existing CC in terms of such amended plans, as may be approved from time to time by the MCGM, such that the entire development potential available for consumption on the said Land, is completely consumed in the course of development and construction of the Proposed Building on the said Land. Accordingly, it is clarified that the plans for construction of the Proposed Building on the said Land are subject to further modifications.
- I.** In the circumstances, in accordance with the plans approved by the MCGM and the CC issued by the MCGM, the Promoter/ Developer has commenced construction of the Proposed Building on the said Land on the

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basis of existing approvals already granted by the MCGM; and subsequent modifications thereto will be done on the basis of the further development potential that is available and that may from time to time become available due to various factors and as per DCPR and/or any statutory modification or re-enactment thereof. It is clarified that the Promoter/ Developer has designed the foundation, piling and other aspects pertaining to the load bearing capacity of the Proposed Building as also made provisions for utilities, common areas and common facilities like water tanks, lifts, etc. in such manner that the same would support, withstand and bear the load of the extensions to the Proposed Building up to 6 floors, as is envisaged by the Promoter/ Developer hereunder. Nothing contained in this Agreement shall be deemed to be or construed as a restriction on the Promoter/ Developer to continue to the Project under any applicable provisions of the DCPR.

- J.** It is clarified that in the course of construction of the Proposed Building, the Promoter/ Developer shall be consuming on the said Land, maximum permissible FSI and development potential available as per the provisions of the DCPR including but not limited to the following:
- i.** entire development potential available for consumption on the said Land by way of FSI emanating from the said Land in the form of base land FSI, which can be consumed free of costs thereon including *inter alia* the FSI available for consumption under the applicable provisions of the DCPR;
 - ii.** entire development potential available for consumption on the said Land by way of acquiring of FSI by way of payment of premium to the Government of Maharashtra or any other statutory authorities including but not limited to the MCGM including *inter alia* the FSI available for consumption under the applicable provisions of the DCPR;
 - iii.** entire development potential available for consumption on the said Land by way of loading Transferable Development Rights (hereinafter referred to as "TDR") on the said Land, including *inter alia* in accordance with the applicable provisions of the DCPR;
 - iv.** entire development potential available for consumption on the said

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Land by acquiring of compensatory fungible FSI; and entire development potential (by whatever name called) that may become available for consumption on the said Land in accordance with the applicable provisions of the DCPR.

- K.** As per the existing approvals and further amendments thereto, as may be obtained by the Promoter/ Developer from time to time, the Promoter/ Developer would be constructing on the said Land, the Proposed Building to be known as **“ZEE JAYASHREE”** as per the details set out herein, or such other name as the Promoter/ Developer may hereafter in its discretion deem fit.
- L.** The Promoter/ Developer has entered into an agreement as prescribed by the Council of Architects appointing the Architect **H M Jhaveri** and has also appointed **P K Sura** as the structural engineer for preparing structural design and drawings and specifications of the Proposed Building. The Allottee/s accept/s the professional supervision of the said Architects and the said structural designer/engineer till the completion of the Proposed Building, unless such consultants are hereafter changed by the Promoter/ Developer.
- M.** The right and entitlement of the Promoter/ Developer to undertake redevelopment of the said Land has been set out in the Title Certificate dated 18/06/2022 issued by the Advocate Anil Kumar Ojha and a copy of the said Title Certificate and PR card is annexed hereto as **Annexure ‘D’**.
- N.** The Promoter/ Developer has registered the said Project of development and construction on the said Land under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 (hereinafter referred to as **“RERA”**), with the Maharashtra Real Estate Regulatory Authority at Mumbai under **registration no. P51800046343 Dated 22/06/2022. As per RERA Project Completion Date is 31/03/2027.** A copy of the Project Registration Certificate of the said Project is annexed hereto and marked as **Annexure ‘E’**.
- O.** The Developer has availed Construction Finance from AU SMALL FINANCE BANK LIMITED upon the sanctioned terms and conditions for which they have created charge on the property being Land together with Property being Development Rights , Units belonging to the Developer’s

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Component as mentioned below in Annexure and Present and Future FSI accruing to the Developers in the Redevelopment of Project known as 'ZEE JAYASHREE' (MAHA RERA Registration No. P51800046343) (Redevelopment of Society Jayshree Apartment Co-operative Society Limited constructed on all that piece and parcel of land bearing Final Plot Nos.66-B, Town Planning Scheme No. II, C.T.S. No.945/1 to 8 and 945/10 to 15 admeasuring about 2107 Sq. yards equivalent to 1762 sq. mtrs. prior to set back and after deduction of setback admeasuring 2030 sq.yards of thereabouts equivalent to 1697.26 sq. Mtrs, situate, lying and being at Village Vile Parle (East), Taluka Andheri, lying, being and situate at Prarthana Samaj Road, Vile Parle (East), Mumbai - 400057.

- P.** In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated 04.11.2022 executed between the Developer as Mortgagor and AU Small Finance Bank Limited as Mortgagee and have created a Mortgage on the Project "Zee Jayshree" upon the terms and conditions mentioned therein. The said Indenture of Mortgage dated 04.11.2022 is registered with Office of Joint Sub Registrar Andheri bearing registration No. BDR 18- 18263 of 2022.
- Q.** The Allottee/s has/have approached the Promoter/ Developer for acquiring a residential flat in the Proposed Building, as per the details more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as "**the said Flat**"). The said Flat is shown as marked in red colour shades on the floor plan annexed hereto as **Annexure 'F'**. As per the building approvals, the said Flat forms a part of the surplus area that the Promoter/ Developer is entitled to sell in the open market (not being the area earmarked for rehabilitation of the exiting members of the Society).
- R.** The Allottee/s has/have taken inspection of all the documents of title of the Promoter/Developer relating to the said Land and the Allottee/s has/have satisfied himself/herself/themselves about the entitlement of the Promoter/ Developer to undertake redevelopment of the said Land by construction of the Proposed Building thereon; and to enter into these presents.
- S.** The Allottee/s has/have demanded and has also taken inspection of the Project Registration Certificate issued by Maharashtra Real Estate

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Regulatory Authority under the provisions of RERA, the approved plans as well as the proposed plans, the existing building approvals issued by the MCGM (including the terms and conditions set out therein), undertakings given by the Promoter/ Developer/Society to the MCGM, and other relevant documents and papers including *inter alia* the municipal assessment bills, city survey records, property register cards and all other documents required to be furnished to the Allottee/s by the Promoter/ Developer under the provisions of RERA and the Real Estate (Regulation and Development) (Registration of the Real Estate Projects, Registration of Real Estate Project, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as “**RERA Rules**”) as well as under the provisions (to the extent applicable) of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “**MOFA**”) and the Maharashtra Ownership Flats (Regulation of promotion of Construction, Sale, Management and Transfer) Rules, 1964 (hereinafter referred to as “**MOFA Rules**”); and the Allottee/s confirm/s that he/she/they has/have entered into this Agreement after being aware of all the said facts and orders and after inspecting the aforesaid and other relevant documents and papers and having understood the contents and implications thereof and being satisfied in all respects with regard thereto.

- T.** The Allottee/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Promoter/ Developer and acknowledges that some of such conditions and/or obligations shall/may require compliance in continuity even after the development and construction of the Proposed Building is completed and after the management of the Proposed Building is handed over to the Society; and the Allottee/s has/have agreed to abide by and comply with such continuing conditions and obligations.
- U.** In the circumstances, pursuant to negotiations between the Parties, the Allottee/s has/have agreed to purchase and acquire from the Promoter/ Developer and the Promoter/ Developer has agreed to sell to the Allottee/s, the said Flat on the terms and conditions herein contained.

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V. The Parties are desirous of reducing to writing the terms and conditions agreed upon between themselves as hereinafter appearing.

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

1 INTERPRETATION:

- 1.1 The Recitals, the Schedules and the Annexures to this Agreement shall be deemed to form an integral and operative part of this Agreement;
- 1.2 Clause headings are for convenience only and shall not affect interpretation except to the extent that the context otherwise requires;
- 1.3 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;
- 1.4 Any reference to Clause, Schedule or Annexure shall be deemed to be a reference to a Clause, Schedule or Annexure respectively of this Agreement;
- 1.5 Any reference to any enactment, statute, regulation is shall be deemed to mean reference to it, as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- 1.6 Any reference to a statutory provision in a particular statute or legislation shall, in case of repeal or re-enactment or amendment of such statute, be deemed to be a reference to the corresponding provision of the new/amended/re-enacted statute or legislation, which most nearly resembles the provision of the originally applicable statute or legislation; and
- 1.7 Words importing the singular shall include plural and vice versa.

2 PROMOTER/ DEVELOPER TO CONSTRUCT THE PROPOSED BUILDING:

The Promoter/ Developer shall construct the Proposed Building on the said Land, as recited above, comprising of Ground Plus Six

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Upper floors and further comprising of such additional floors as may be sanctioned hereafter by the concerned authorities (by virtue of increase in the FSI or otherwise as stated in the Recitals hereof) on the said Land as recited above, in accordance with the plans, designs, specifications that area already approved by the MCGM and any other concerned local authority and which may further be approved by the concerned local authorities (in respect of the additional floors or additional structures as provided herein); and which sanctioned plans as well as proposed plans have been seen and approved by the Allottee/s with only such variations as the Promoter/ Developer may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any them PROVIDED THAT the Promoter/ Developer shall have to obtain prior consent in writing to the Allottee/s in respect of such variations or modifications which may adversely affect the said Flat hereby agreed to be sold to the Allottee/s.

3 TRANSACTION:

3.1 In consideration of the aggregate sum as mentioned in Annexure ‘G’ hereto (hereinafter referred to as “**the Purchase Price**”) agreed to be paid by the Allottee/s to the Promoter/ Developer in the manner contained in Annexure ‘G’ hereto, the Promoter/ Developer hereby agrees to sell to the Allottee/s and the Allottee/s hereby agree/s to purchase from the Promoter/ Developer, the said Flat as more particularly described in the **Second Schedule** hereunder in the Proposed Building being constructed on the said Land together with all rights of and incidental thereto and together with the right to use and enjoy the limited common areas and facilities and the common areas and facilities in common as specified in **Part A and Part B** respectively of the **Third Schedule** hereunder written (all of which aforesaid rights and entitlements of the Promoter/ Developer agreed to be sold hereunder are hereinafter collectively referred to as “**the said Premises**”).

3.2 It is agreed between the Parties hereto that a notice/intimation

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forwarded by the Promoter/ Developer to the Allottee/s stating that a particular stage of construction is being commenced or achieved shall be sufficient proof that a particular stage of construction is being commenced or achieved (as the case may be) for the purpose of making payment of the installment of the Purchase Price, as per Annexure 'G' hereto. The Promoter/ Developer is not bound and shall not be called upon or required to give any further notice or intimation requiring any such payment; and non-furnishing of any further particulars or non-issuance of any further notice or intimation, shall not be pleaded by the Allottee/s as an excuse for non-payment of any amount/s due on the respective due dates or events.

- 3.3

The said amount of the Purchase Price referred to hereinabove excludes all taxes (comprising inter alia of tax paid or payable by the Promoter/ Developer by way of Service Tax or Goods and Services Taxes and Cess and any other similar taxes, which may be levied, in connection with the construction and development of and carrying out the Project payable by the Promoter/ Developer) up to the date of handing over possession of the said Flat, as elaborated herein below.
- 3.4

The said amount of Purchase Price is non-escalatory, save and except in the event of any increase in the development charges or any other charges payable by the Promoter/ Developer to MCGM or any other governing authorities. In the event of such escalations in the Purchase Price as a result of the aforesaid events, then the Promoter/ Developers shall enclose a copy of the relevant notifications, circulars etc. together with the demand letter issued by the Promoter/ Developer to the Allottee/s for the escalated Purchase Price.
- 3.5

The Promoter/ Developer may allow, in its discretion a rebate for early payments of the installments of the Purchase Price payable by the Allottee/s by discounting such early payments at the Agreed Interest Rate per annum for the period by which the respective installment has been preponed. Such rebate shall be provided to the Allottee/s only if mutually agreed upon between

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the Parties in writing. The provision for allowing rebate and the rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee/s by the Promoter/ Developer. The term “*Agreed Interest Rate*” wherever the same appears in this Agreement shall be deemed to be a reference to the Interest Rate as mentioned in Rule 18 of the RERA Rules.

3.6 It is clarified that the amount/quantum of the Purchase Price as mentioned in Annexure ‘G’ is arrived at and agreed upon between the Parties after considering the installments (and milestones) for payment of the Purchase Price as set out in Annexure ‘G’ hereto; and accordingly, the installments (and milestones) for payment of the Purchase Price, as set in Annexure ‘G’ hereto have been mutually agreed upon at after considering and negotiating the quantum of the Purchase Price, as arrived at and recorded herein. The Allottee/s shall not by virtue of making timely payment of the installments of the Purchase Price (as per Annexure ‘G’ hereto) seek to claim or be entitled to claim any rebate or discount on the Purchase Price pursuant to Clause 3.5 hereof..

3.7 The payment of consideration amount shall be subject to Tax deduction at Source (TDS) as per provisions of Income Tax Act 1961. The Allottee undertake to provide TDS certificate to Developer within 7 days from the date of deduction of tax at source.

4. DEFAULT OR FAILURE IN PAYMENT OF PURCHASE PRICE:

Notwithstanding anything contained in this Agreement, it is specifically agreed between the Parties that:

4.1 Time for making the payments of the installments of the Purchase Price as mentioned in Annexure ‘G’ is strictly of the essence of this Agreement and any delay by the Allottee/s in making the said payment/s shall forthwith render this Agreement terminable at the sole and exclusive option of the Promoter/ Developer without any further act and/or reference and/or recourse to the Allottee/s; and thus (a) in the event of the Promoter/ Developer so terminating this Agreement or (b) in the event of the Allottee/s

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requesting the Promoter/ Developer to terminate this Agreement for any reasons whatsoever and howsoever arising, the Promoter/ Developer shall be entitled to forfeit 10% (Ten Percent) of the amount of the Purchase Price as receivable by the Promoter/ Developer from the Allottee/s hereunder; and thereupon the Promoter/ Developer shall also be free and entitled in its own right to deal with the said Flat and the Promoter/ Developer's rights therein, in any manner as the Promoter/ Developer in its sole discretion deem fit and proper, without any reference, recourse and/or payment whatsoever to the Allottee/s and without the requirement of any orders of declaration of termination from any Courts and without the requirement of execution or registration any document or deed of cancellation.

4.2 A termination letter issued by the Promoter/ Developer to the Allottee/s regarding such termination shall effectively terminate this Agreement and thereupon the Allottee/s shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Promoter/ Developer in any manner whatsoever and howsoever arising. The refund pursuant to the termination as provided in this Clause 4 shall be made (without any interest thereon) within 3 (three) months of the sale by the Promoter/ Developer of the said Flat to a third party or completion of the construction of the entire Proposed Building, whichever is earlier. The amount of refund in such an event shall further be after deduction of any taxes paid and other amounts expended by the Promoter/ Developer pursuant to this Agreement (including *inter alia* any brokerage charges paid by the Promoter/ Developer in pursuance of the transaction recorded in this Agreement) and other amounts payable by the Allottee/s hereunder as may be payable up to the date of termination as well as the costs incurred by the Promoter/ Developer in finding a new willing acquirer/transferee who may acquire the said Flat (including brokerage charges as may be incurred by the Promoter/ Developer in that behalf).

4.3 The Allottee/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share,

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claim, demand of any nature whatsoever and howsoever arising against the Promoter/ Developer/its transferee/s/allotted/s/nominee/s and/or otherwise in to upon the said Premises in such an event of termination **PROVIDED HOWEVER THAT** the Promoter/ Developer shall not exercise the aforesaid right of termination as provided under this Clause 4 unless and until a notice of 15 (Fifteen) days demanding payment of the due installment of the Purchase Price is given to the Allottee/s and even thereafter, the Allottee/s fail to make payment of the relevant installment **PROVIDED FURTHER** that strictly without prejudice to the aforesaid, the Promoter/ Developer in its sole and absolute discretion may (without being obliged to do so), instead of treating this Agreement void as aforesaid, permit the Allottee/s to pay the said installments of the Purchase Price after their respective due dates but after charging interest at the Agreed Interest Rate on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Allottee/s till the date of actual payment thereof).

4.4 In the event of any delayed payment being received by the Promoter/ Developer from the Allottee/s, the Promoter/ Developer shall notwithstanding any instructions to the contrary by the Allottee/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Allottee/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.

5. DISCLOSURE AS REGARDS TITLE:

- 5.1 The Promoter/ Developer has disclosed to the Allottee/s that the Promoter/Developer is the owner of the said Land and also the Promoter/ Developer is appointed as a Promoter/ Developer by the said Society in respect of the redevelopment of the said land.
- 5.2 The Allottee/s has/have conducted a detailed legal due diligence with regard to the title of the Promoter/Developer to the said land, the Promoter/ Developer's entitlement to undertake the

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redevelopment of the said land, and has completely understood the nature of the title of the Promoter/Developer to the said land and the Promoter/ Developer’s entitlement to undertake the redevelopment of the said land by construction of the Proposed Building thereon and the entitlement to enter into this Agreement; and the Allottee/s is/are completely satisfied with the same and shall hereafter not raise any further objections/requisitions with regard thereto.

6. PROMOTER/ DEVELOPER TO COMPLY WITH APPROVALS:

- 6.1

The Promoter/ Developer hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and that the Promoter/ Developer shall before handing over possession of the said Flat to the Allottee/s, obtain from the MCGM, occupancy certificate in respect of the said Flat.
- 6.2

The Promoter/ Developer hereby declares that the FSI available at present in respect of the Project on the said Land is **5233.14** square meters; and that no part of the said FSI has been utilized by the Promoter/ Developer elsewhere for any purpose whatsoever. In case the said FSI has been utilized by the Promoter/ Developer elsewhere, then the Promoter/ Developer shall furnish to the Allottee/s all the detailed particulars in respect of such utilization of the said FSI by it. The said FSI as available at present, may increase or decrease hereafter, for various reasons, including *inter alia* as set out in the Recitals of this Agreement.

7. DESIGN SUBJECT TO AMENDMENTS AND CHANGES:

- 7.1

The design of the said Flat is subject to amendments and changes as may be stipulated by the MCGM, government, local authority and as per the requirements of the Promoter/ Developer from time to time.
- 7.2

The Allottee/s hereby further agree/s and covenant/s with the Promoter/ Developer to render full co-operation to the Promoter/ Developer and to sign and execute all papers and documents, in

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favour of the Promoter/ Developer or otherwise as may be necessary for the purpose of enabling the Promoter/ Developer to construct the Proposed Building, in accordance with the said approvals or such other plans, with such additions and alterations as the Promoter/ Developer may in its sole and absolute discretion deem fit and proper and/or for the purpose of applying for and/or obtaining the approval or sanction of the MCGM or any other appropriate authorities in that behalf as well as for the approval or sanction relating thereto. The Allottee/s hereby further agree/s and give/s his/her/their specific irrevocable consent to the Promoter/ Developer to carry out such amendments, alterations, modifications or variations in constructing the said Flat and the Proposed Building on the said Land and/or to the layout plan and/or to the building plans (whether or not envisaged and/or proposed to be constructed at present), provided that the aggregate area/size of the said Flat agreed to be acquired by the Allottee/s is not in any manner reduced, beyond the Agreed Variation Limits, as set out in Clause 7.3 hereof.

7.3 Before the Allottee/s is/are put in possession of the said Flat, the Promoter/ Developer shall confirm the final carpet area of the said Flat by furnishing the details of the changes, if any, in the carpet area thereof. The Parties agree and acknowledge that a change/variation (either due to planning constraints or due to any construction related exigencies) in such carpet area of the said Flat up to 2-3% (three percent) (plus or minus) is acceptable to each of the Parties hereto (hereinafter referred to as “**the Agreed Variation Limits**”).

7.4 In the circumstances, if the carpet area of the said Flat is less than what is set out in this Agreement, (subject to such reduction being within the Agreed Variation Limits) then the Promoter/ Developer shall be liable to refund to the Allottee/s an amount out of the Purchase Price, which is proportionate to the reduced carpet area of the said Flat. Similarly, if the carpet area of the said Flat is more than what is set out in this Agreement, (subject to such increase being within the Agreed Variation Limits), then the Allottee/s

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shall be liable to pay to the Promoter/ Developer an additional amount towards the Purchase Price, which is proportionate to the increased carpet area of the said Flat; and such increased amount shall be paid by the Allottee/s to the Promoter/ Developer along with the next due installment of the Purchase Price or at the time of the Promoter/ Developer offering to put the Allottee/s in possession of the said Flat, whichever is earlier. It is clarified that in the event if any amounts are payable by the Promoter/ Developer to the Allottee/s (due to reduction in the carpet area as aforesaid pursuant to the provisions of this Clause 7.4) then the Promoter/ Developer shall either (a) refund the amount that is payable to the Allottee/s prior to handover of possession of the said Flat to the Allottee/s (without any interest thereon); or (b) appropriate the same, at the Promoter/ Developer’s own discretion under any head/s of the outstanding due/s payable by the Allottee/s to the Promoter/ Developer, without requiring any prior consent from the Allottee/s.

8. DESCRIPTION OF COMMON AND INTERNAL AMENITIES:

- 8.1

It is expressly agreed that the said Flat shall contain specifications, fixtures, fittings, and amenities as set out in Annexure ‘H’ hereto (hereinafter referred to as the “**said Amenities and Facilities**”) and the Allottee/s confirm/s that the Promoter/ Developer shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Flat.
- 8.2

It is specifically agreed between the Parties hereto that the Promoter/ Developer shall have the right to change/alter/substitute the said Amenities and Facilities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Promoter/ Developer. If any change as aforesaid becomes necessary, the Promoter/ Developer shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Promoter/ Developer to offer possession of the said Flat on the specified date. The Promoter/ Developer shall however try to ensure that such

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substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible and subject to availability. The Allottee/s agree/s not to claim any rebate and/or discount and/or concession in the Purchase Price on account of such change/substitution.

8.3 It is clarified that the Internal Amenities are not manufactured or produced by the Promoter/ Developer and that the same are sourced from third party vendors/suppliers. Some of the Internal Amenities may be acquired under warranties and others may not have any warranties and the Promoter/ Developer shall not be responsible to repair and/or replace the same. Accordingly, once possession of the said Flatwith the Internal Amenities is handed over by the Promoter/ Developer to the Allottee/s, thereafter in case of to any operational issues or malfunctioning of the Internal Amenities, the Allottee/s shall not hold the Promoter/ Developer responsible and/or liable for repairs or replacement thereof; and the Allottee/s shall make appropriate claims only against the supplier/manufacturer thereof, as per the terms of the respective warranties of the respective Internal Amenities (if applicable).

9. SATISFACTION ON TITLE:

9.1 The Allottee/s has/have independently inspected and verified the title deeds and all papers and documents hereinabove recited and has/have fully satisfied himself/herself/themselves about the ownership of the said Land by the said Promoter/Developer, the entitlement of the Promoter/ Developer to undertake redevelopment of the said Land and the entitlement of the Promoter/ Developer to enter into this Agreement.

9.2 The Allottee/s shall not be entitled to further investigate the title of the Promoter/Developer to the said Land and/or the entitlement of the Promoter/ Developer to construct the Proposed Building thereon and to enter into this Agreement and/or be entitled to make any requisition or raise any objection with regard to any other matters relating thereto.

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9.3 The Allottee/s has/have also taken inspection of the approved plans, IOD, amended approved plans and CC issued by the MCGM and the undertakings given by the Promoter/ Developer/Society to the MCGM; and other concerned authorities, and other relevant documents and papers including the municipal assessment bills, city survey records and other documents mentioned in the RERA, the RERA Rules, the MOFA and the MOFA Rules framed there under and the Allottee/s confirm/s that he/she/they has/have entered into this Agreement after inspecting and understanding the aforesaid documents and papers.

10. MEMBERSHIP OF THE SOCIETY:

10.1 Pursuant to receipt of the Occupation/Occupancy Certificate in relation to the Proposed Building and after all the premises in the Proposed Building are agreed to be sold by the Promoter/ Developer under duly registered documents on the broad lines of this Agreement and subject to receipt of the entire Purchase Price hereunder agreed to be paid by the Allottee/s to the Promoter/ Developer as provided in Annexure ‘G’hereto; and further subject to payment by the Allottee/s of all other amounts hereunder agreed to be paid by the Allottee/s to the Promoter/ Developer, the Promoter/ Developer shall make the requisite application to the said Society for inducting the Allottee/s as member/s in the said Society in accordance with the provisions of the Redevelopment Documents.

10.2 Upon completion of the entire Project, viz. completion of construction of the Proposed Building and after consuming and utilizing the full available construction potential of the entire said Land (including the additional potential that is likely to accrue to the said Land at any time hereafter), the Promoter/ Developer shall require the Allottee/s to become the member of the said Society by paying the admission fee of Rs.100/- (Rupees One Hundred Only) and an amount of Rs.500/- (Rupees Five Hundred Only) or such other amount as may be demanded by the Society towards the share money for 5 (five) fully paid up Shares of the

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said Society and also by paying the amounts towards proportionate sinking fund/corpus fund to the said Society.

11. INCIDENTAL RIGHTS OF THE PROMOTER/ DEVELOPER:

- 11.1

The Promoter/ Developer has further informed the Allottee/s that, the Promoter/ Developer retains the right to sell, transfer, assign in favour of any person/s and/or deal with (a) future rights in respect of the said Land; (b) the balance development potential/rights in respect of the said Land (i.e. after having utilized the FSI available for the construction of the Proposed Building and as per the plans already submitted and/or to be submitted by the Promoter/ Developer from time to time and as per the proposed total scheme of development); and (c) various rights that may accrue to and over the said Land in the future including additional development potential as recited above (the rights referred to in above are hereinafter collectively referred to as “the Incidental Rights”).
- 11.2

The Incidental Rights include without limitation, the right of use of the said Land as a receiving plot and/or to consume or fully exploit by utilizing TDR and/or DRC which the Promoter/ Developer and/or its nominee/s may be entitled to, from time to time, at the Promoter/ Developer’s sole and absolute discretion. The Promoter/ Developer is also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, lease, transfer, mortgage and/or in any other manner whatsoever as it may in its absolute discretion think fit and proper from time to time and at its entire discretion and convenience transfer such rights to any person/s.
- 11.3

The Allottee/s expressly consent/s and agree/s that the Allottee/s shall not claim any rebate or reduction in the purchase price in respect of the said Flat and/or any other benefit/right from the Promoter/ Developer and/or such persons, now and/or in future as a result of any development that may be undertaken either by the Promoter/ Developer and/or its nominee/s and/or person/s.
- 11.4

The Allottee/s further agree/s and acknowledge/s that the

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Promoter/ Developer shall be solely and exclusively be entitled to use and exploit all common areas and the compound of the Proposed Building, the façade of the Proposed Building and the terrace on the top of the Proposed Building for advertising purposes and any other appropriate location as Promoter/ Developer may deem fit and shall be entitled to create such third party rights in respect of such advertising rights and shall be entitled to the entire Purchase Price in that behalf and the Allottee/s shall not object thereto either in his/her/their personal capacity/ies or in his/her/their capacity/ies as the member/s of the said Society.

12. NO OBJECTION TO DEVELOPMENT/CONSTRUCTION:

- 12.1

As aforesaid, the Promoter/ Developer shall be constructing the Proposed Building and additional structures/floors therein as stated above on the said Land and the Allottee/s is/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter;
- 12.2

It is further agreed that save and except the aforesaid terrace over the top most floor in the Proposed Building (which may be of an area lesser than the area of the plinth), the Promoter/ Developer is entitled to sell the terrace/s or pocket terrace/s or extended balcony/ies, which may be abutting the respective premises for the exclusive use of the Allottee/s/holder/s of such premises (whether or not the same are approved as common areas). Further the Promoter/ Developer may at its sole and absolute discretion, grant license for exclusive use or maintenance in respect of the terraces to the purchaser/occupant of the premises that is abutting (or next to) the terrace. The terrace/s, if so permitted to be used by the Promoter/ Developer, shall not be enclosed by the respective purchaser/occupant/holder without the permission in writing obtained from MCGM and other concerned authorities and the Promoter/ Developer. The Allottee/s hereby give his/her/their no-objection to such rights being retained by the Promoter/ Developer in respect of such terraces (and the right to allot the same as aforesaid) and the Allottee/s shall not object thereto

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and/or claim any such terraces and/or any part thereof as common areas and/or have/make any other claim in respect of such terraces against the Promoter/ Developer and/or its nominee/s/ allottee/s/transferee/s/ licensee/s.

12.3 As recited above, it is reasonably expected by the Promoter/ Developer that the FSI for consumption on the said Land shall be increased, from the FSI that is presently approved under per the existing building approvals and from what is presently approvable in accordance with the existing provisions of the DCPR; and thereby the Promoter/ Developer will on availability of such additional FSI, be able to construct further floors as a part of the Proposed Building in addition to the presently approved floors as recited above. The Allottee/s confirm/s that the Allottee/s have no objection and shall not raise any objection to the Promoter/ Developer putting up additional construction on the said Land by increasing the number of floors in the Proposed Building as such or in any other manner whatsoever.

12.4 The Promoter/ Developer shall have full power and absolute authority, if so permitted by the concerned authorities, to make additions to and/or construct additional building/s or structure/ on the said Land and/or additional floor/s in the Proposed Building including *inter alia* as recited above and such additional building/s/structure/s/floor/s shall be the sole, exclusive and absolute property of the Promoter/ Developer. The Promoter/ Developer shall be entitled to dispose of such additional building/s/structure/s/floor/s in such manner as the Promoter/ Developer may deem fit and proper in its sole and absolute discretion. The Promoter/ Developer shall be entitled to amend/alter/modify the layout plan of the said Land as also construct additional building/s/structure/s/floor/s on the said Land or any portion or portions thereof and the Promoter/ Developer shall be entitled to dispose of the premises in such additional building/s/structure/s/floor/s as the Promoter/ Developer may deem fit proper in its sole and absolute discretion. The Allottee/s is/are not entitled to object thereto and shall not object thereto and this Clause 12.5 shall always operate as the

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Allottee’s/Allottees’ irrevocable, absolute and unconditional no objection in that behalf. This Clause 12.5shall operate as and shall be deemed to be the consent of the Allottee/s in accordance with section the provisions RERA, the RERA Rules, MOFA and the MOFA Rules; and in particular Section 14 of RERA and Sections 7 and 7A of MOFA.

13. ENTITLEMENT OF THE ALLOTTEE/S TO RAISE LOAN:

The Allottee/s is/are, at his/her/their sole risk, liability and responsibility, free to raise a loan from any financial institution or bank, for acquiring the said Flat by offering the rights of the Allottee/s hereby created, as a security. However, such loan should be strictly personal to the Allottee/s and the right of the Promoter/ Developer to receive the balance Purchase Price and other sums as hereunder provided from the Allottee/s, shall override the rights of the financial institution/bank/organization/employer in respect of the loan so availed of by the Allottee/s. No sum of such loan will be disbursed to the Allottee/s till the entire amount of Purchase Price (as per Annexure ‘G’hereto) is received by the Promoter/ Developer and till the Promoter/ Developer has received all other amounts hereunder receivable by the Promoter/ Developer from the Allottee/s. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Allottee/s. Once the Allottee/s has/have paid the full Purchase Price as payable under this Agreement and other amounts hereunder agreed to be paid by the Allottee/s and has/have taken possession of the said Flat, thereafter due to non-payment of the loan by the Allottee/s, the recourse available to the financial institution would be only against the said Flat and against the Allottee/s personally and not against the said Land, the Proposed Building or any one of them or any of the other premises in the Proposed Building, and not against any other assets/rights of the Promoter/ Developer or the said Society.

14. COMMON AREAS:

It is expressly agreed that the Allottee/s along with the other

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occupants of premises in the Proposed Building shall be proportionately entitled to use, occupy and enjoy the common areas and facilities in the Proposed Building and the nature, extent and description of such common areas and facilities which the Allottee/s will proportionately enjoy in the common areas and facilities is set out in Part A (limited common areas) and Part B (common areas) of the Third Schedule hereunder written. The Allottee/s shall not claim use or entitlement to use any areas in the Proposed Building on the ground that the same are approved as common areas in the plans; and the only common areas that the Allottee/s is/are expecting to use/enjoy and claim to be entitled to use/enjoy are as set out in the Third Schedule, subject to what is set out therein.

15. RIGHT OF THE ALLOTTEE/S RESTRICTED TO THE FLAT:

It is clarified that the right of the Allottee/s is restricted to the said Flat agreed to be sold to him/her/them by the Promoter/ Developer as per the floor plan annexed hereto as **Annexure ‘T’** and use and enjoyment of common areas and utilities in common as aforesaid and the Allottee/s shall not be entitled to claim any right to any open space or passage, staircase, open parking space, stilt parking spaces or any other area in to or upon the said Land and/or the Proposed Building or any other space surrounding the Proposed Building or any of them in any manner whatsoever, as the same belongs to and are the sole, exclusive and absolute property of the Promoter/ Developer.

16. NO CHANGE OF USER:

It is expressly agreed, by and between the Promoter/ Developer and the Allottee/s that the said Flat is agreed to be sold to the Allottee/s for use as a residence only and it shall be utilized by the Allottee/s for the purpose for which it is sold to the Allottee/s and for no other purpose or purposes whatsoever and howsoever arising. The Allottee/s agree/s not to change the user of the said Flat, without prior written consent in writing of the Promoter/ Developer and the concerned authorities.

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17. PARKING SPACES:

- 17.1

The Promoter/ Developer has agreed to provide certain car parking spaces to the Society for allotment to the existing members of the Society; and the Promoter/ Developer is entitled to and has been authorized by the Society to allot the balance car parking spaces in the Proposed Building to the acquirers of the free sale area of the Promoter/ Developer. The Promoter/ Developer shall accordingly earmark parking spaces in the Proposed Building for exclusive use thereof by certain acquirers of the premises in the Proposed Building depending on availability as the Promoter/ Developer has been authorized to do so by the Society. It is clarified that the Promoter/ Developer has not demanded or charged and is not accepting any consideration/Purchase Price/amounts from any acquirer/s of the premises (which the Promoter/ Developer is entitled to sell as recited hereinabove) for allotment/earmarking of such parking spaces and the allotment of any car parking space/s, if done by the Promoter/ Developer will be only to such persons who may hold flats in the Proposed Building and the right to use such parking space/s shall be incidental to such person/s holding flat/s/premises in the Proposed Building.
- 17.2

The Society has already confirmed the allotment of the additional parking spaces by the Promoter/ Developer in favour of the acquirers of the free sale area in the Proposed Building that is available to the Promoter/ Developer under the Redevelopment Documents. The Allottee/s agree that the Promoter/ Developer shall be entitled to do such earmarking at its discretion and the Allottee/s hereby accept/s the decisions taken by the Promoter/ Developer in relation to such earmarking of car parking spaces.
- 17.3

Notwithstanding what is stated in Sub-Clauses 17.1 and 17.2 above, the Allottee/s acknowledge/s and understand/s that due to paucity of physical spaces and requirement of a larger number of car parking spaces, a majority of the car parking spaces that will be provided by the Promoter/ Developer in the Proposed Building, shall be in the form of an automated mechanical pit or

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tower parking system or multi-level stack parking systems or any other form of automated or mechanical parking wherein, there may be or may not be any specific identified spot/place which may be earmarked for a particular occupant of premises in the Proposed Building and which shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as “**the Mechanical Parking**”). The Allottee/s is/are aware that such Mechanical Parking involves or may involve operation of an automated machine for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Allottee/s acknowledge/s that the Allottee/s has/have no objection to the same. The Allottee/s is/are aware that such Mechanical Parking may also require a valet system by appointment of qualified drivers, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system. The Allottee/s hereby confirm/s that the Allottee/s has/have no objection to the same and that the Allottee/s shall not park his/her/their car/s at any other place in the Proposed Building. The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Allottee/s shall not refuse to bear such costs and/or expenses on the ground of non-utilization of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising.

17.4 As per the earmarking done by the Promoter/ Developer as aforesaid, the holder of the said Flat is entitled to park 1 (One) vehicle in the car parking spaces in the Proposed Building. The said parking space/s tentatively earmarked for use by the Allottee is/are shown as marked in blue color shades on the plan annexed hereto and marked as **Annexure ‘L’**. The Allottee/s has/have authorized the Promoter/ Developer to alter and amend such earmarking in the overall interest of the Project, as the Promoter/ Developer may deem fit and proper; and the Allottee/s shall not object to any change in the earmarking of the parking

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space the same on any grounds whatsoever including on the ground of difficulty in accessing the parking spaces or inadequacy of the size of the parking spaces.

18. DATE OF POSSESSION OF THE SAID FLAT:

18.1 The Promoter/ Developer agrees to offer to hand over possession of the said Flat to the Allottee/s in the Proposed Building after obtaining Occupation/Occupancy Certificate in respect of the said Unit, on or before 31-12-2025 subject to force majeure circumstances as stated hereinbelow:

- 18.1.1 easy availability of cement, steel and other building materials; and
- 18.1.2 any conditions beyond the reasonable control of the Promoter/ Developer, including acts of God like earthquake, perils of the sea or air, fire, flood, or any drought, explosion, sabotage etc.; and
- 18.1.3 any riots, bandhs, strikes and/or labour unrest and in consequence whereof and the construction on the said Land could be adversely affected; and
- 18.1.4 any geological, subsurface ground conditions as a result of which construction, development on the said Land and construction on and development of the said Land is delayed or no longer financially or technically viable; and
- 18.1.5 occurrence or existence of any pandemics, epidemics or such other events and any notifications, guidelines, resolutions, orders, directions, issued by any authorities or courts in view of any such pandemics or epidemics whereby the construction and development activities on the said Land may be delayed; and
- 18.1.6 any disruptions, challenges and placement of legal and traditional impediments by third parties notwithstanding the granting of any and all approvals by the concerned authorities which delays or materially

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adversely affects the implementation of the construction activities on the said Land; and

- 18.1.7 any reasons like war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo terrorism, etc. in consequence whereof the construction activities on the said Land could be adversely affected; and
- 18.1.8 any embargo, notice, order, rule or notification of the Government and/or any other public body or authority or of the Court and/or any Act or Ordinance in consequence whereof construction activities on the said Land could be adversely affected;
- 18.1.9 any change in byelaws, policy and regulations of statutory authorities; and
- 18.1.10 act of enemy, riots, civil commotion, or war or any court order or government notification, circular or order or subject to delay by the MCGM/MHADA/concerned authority for approval of plans, grant of Occupation/Occupancy Certificate, or subject to delay in the grant of water, sewerage, electric, cable connection or any other service or any other cause, beyond the control of the Promoter/ Developer.

18.2 The date of delivery of possession of the said Flat is subject to certain terms as more particularly specified in the preceding Sub-Clause 18.1 and even after extension of the date of possession as stated in the preceding Sub-Clause 18.1, the Promoter/ Developer is unable to or fails to offer possession of the said Flat or license to enter the said Flat to the Allottee/s, then and in such an event, the Allottee/s shall at its own discretion be entitled either (a) to continue with the arrangement as recorded this Agreement and receive a compensation in the form of liquidated damages from the Promoter/ Developer to be calculated on a monthly basis at the Agreed Interest Rate on the amount of Purchase Price that is till

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then paid by the Allottee/s to the Promoter/ Developer and received by the Promoter/ Developer, from the extended date of delivery of possession (extended due to any of the factors set out in Clause 18.1 hereof) till the date of offer of possession by the Promoter/ Developer to the Allottee/s; or in the alternative (b) to give notice to the Promoter/ Developer, thereby terminating this Agreement, in which event, the Promoter/ Developer shall refund to the Allottee/s the amount of Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts, that may have been paid by the Allottee/s) till then received by the Promoter/ Developer from the Allottee/s hereunder together with interest at the Agreed Interest Rate from the date of receipt by the Promoter/ Developer of such amounts of Purchase Price from the Allottee/s till the date of refund thereof to the Allottee/s. It is clarified that the Promoter/ Developer shall not be liable to pay or refund to the Allottee/s any additional amount/s, either as liquidated damages or costs, charges, expenses the event of such termination. It is further clarified that in the event if the provisions of this Clause 18.2 are applicable and in such an event, if the Allottee/s once exercises the option to continue with this Agreement (and not to terminate it), then the Allottee/s shall subsequently not be entitled to exercise the alternative option to terminate this Agreement, regardless of the further period of delay in the delivery of possession of the said Flat.

18.3 The refund to be made by the Promoter/ Developer to the Allottee/s pursuant to Clause 18.2 shall be made by the Promoter/ Developer to the Allottee/s within a period of 30 (thirty) days from the date when the Allottee/s terminate/s this Agreement/s as per Clause 18.2 hereof. In case of termination by the Allottee/s as provided in Clause 18.2, upon the aforesaid payment/s being made by the Promoter/ Developer to the Allottee/s, neither Party shall have any claim against the other either in respect of the said Premises or otherwise arising out of this Agreement and the Promoter/ Developer shall be at liberty to sell and dispose of the said Premises and/or create third party rights therein in favour of

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any other person/s at and for such consideration and upon such terms and conditions as the Promoter/ Developer may deem fit and proper, in the Promoter/ Developer’s sole and absolute discretion, without any reference and/or recourse to the Allottee/s. It is clarified that in case of termination by the Allottee/s as provided in this Clause, in the event if the Promoter/ Developer finds a willing buyer/purchaser to acquire the said Flat prior to the refund to the Allottee/s under this Clause, then the Promoter/ Developer shall be entitled to sell the said Flat to such new buyer/purchaser but the Allottee/s shall have a charge on the amounts receivable by the Promoter/ Developer from the new purchaser/acquirer to the extent of the amounts receivable by the Allottee/s under this Clause.

- 18.4

Save and except as provided in Clause 18.2 hereof, the Allottee/s shall not be entitled to withdraw from this Agreement or terminate this Agreement and in the event if the Allottee/s so decide/s to withdraw or terminate this Agreement other than for the reasons as set out in Clause 18.2 hereof, then the consequences of such withdrawal or termination shall be as set out in Clause 8 hereof.
- 18.5

Notwithstanding anything to the contrary contained in this Agreement and in particular in Clauses 18.2 to 18.4 hereof, if as a result of any legislative order or requisition or direction of the Government or public authorities, the Promoter/ Developer is unable to complete construction of the aforesaid Proposed Building and/or to give possession of the said Flat to the Allottee/s, then and in such an event, the only responsibility and liability of the Promoter/ Developer will be to refund to the Allottee/s the amounts amount of Purchase Price (but not any interest, taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts that may have been paid by the Allottee/s), till then received by the Promoter/ Developer from the Allottee/s hereunder without any interest thereon and thereupon this Agreement shall ipso facto and automatically stand terminated.
- 18.6

The Allottee/s shall take possession of the said Flat within a

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maximum period of 15 (Fifteen) days from the Promoter/ Developer giving written notice to the Allottee/s intimating that the said Flat is ready for use and occupation and the obligation of the Allottee/s to bear and pay the maintenance charges as provided hereinafter shall commence within a period 7 (seven) days from the date of issuance of such notice to the Allottee/s PROVIDED THAT if within a period of 5 (five) years from the date of offer to hand over possession of the said Flat to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter/ Developer, any defect in the said Flat with regard to the material used therein or any unauthorized change in the construction of the Proposed Building, then, wherever possible such defects or unauthorized changes shall be rectified by the Promoter/ Developer at its own cost; and in case if it is not possible to rectify such defects or unauthorized changes, then the Allottee/s shall be entitled to receive from the Promoter/ Developer, reasonable compensation for such defect or change, based on the estimates provided by any Architect appointed/nominated by the Promoter/ Developer. It is clarified that such defect liability of the Promoter/ Developer as set out in this Clause shall not pertain to any manufacturing or other defects in the Internal Amenities and the same is limited to any defects in the construction only.

- 18.7

Before delivery of possession or grant of license to enter the said Flat to the Allottee/s, the Allottee/s shall inspect the said Flat (including the size thereof) and the Amenities and Facilities provided; and thereafter the Allottee/s will have no claim whatsoever and howsoever arising against the Promoter/ Developerwith regard to any shortfall in size or the construction of the said Flat or the provision of the Amenities and Facilities.
- 18.8

The Allottee/s shall be entitled to the possession of the said Flat only after the full Purchase Price as per Annexure ‘G’hereto is paid by the Allottee/s to the Promoter/ Developer; and the other sums mentioned hereunder are paid by the Allottee/s to the Promoter/ Developer.
- 18.9

The Promoter/ Developer shall not put the Allottee/s in

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possession of the said Flat unless and until the Allottee/s has/have paid the entire Purchase Price as provided by Annexure 'J' hereto and all the other amounts payable by him/her/them hereunder and/or otherwise in respect of the said Flat to the Promoter/ Developer, as specified herein and upon the Promoter/ Developer having received the Completion Certificate or Occupancy/Occupation Certificate in respect of the said Flat.

18.10 Upon completion of construction of the Proposed Building, the Promoter/ Developer may at its discretion, permit the Allottee/s to enter upon the said Flat, limited for the purpose of carrying out fit out works of non-structural nature like installation of fixture and furniture in the said Flat at the entire risks and costs of the Allottee/s. The Allottee/s acknowledge/s that the Promoter/ Developer shall not be obliged to permit the Allottee/s to enter upon the said Flat under any circumstances and the same shall be entirely at the discretion of the Promoter/ Developer. The Allottee/s further acknowledge/s that at such stage the Occupation/Occupancy Certificate in respect of the Proposed Building may not have been received by the Promoter/ Developer from the MCGM and at such stage the said Flat may not be capable of being occupied by the Allottee/s. The Allottee/s agree/s and undertake/s that in the event so permitted to enter upon the said Flat to carry out the said fit out works as contemplated in this Sub-Clause 18.10, the Allottee/s shall not occupy the same or commence any use thereof for any reasons whatsoever and howsoever arising. The Allottee/s further agree/s and undertake/s that in the event if the Allottee/s is/are so permitted to enter upon the said Flat to carry out the said fit out works as contemplated in this Sub-Clause 18.10 then in such an event, the Allottee/s shall be solely and exclusively responsible and liable to ensure that the workmen, labourers, agents and other representatives of the Allottee/s so entering upon the said Flat shall comply with and adhere to all health and safety guidelines, rules and regulations as may be prescribed by the Promoter/ Developer from time to time. The Allottee/s acknowledge/s that Promoter/ Developer shall not be liable and/or responsible for

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untoward incident that may occur by virtue of the Allottee/s being permitted to carry out the fit out works or to enter upon the said Flat as contemplated in this Sub-Clause 18.10.

- 18.11

The Allottee/s also agreed and undertake that prior to commencing any fit out or interior works in the said Flat, the Allottee/s shall for the due adherence and performance with the terms and conditions of the fit out manual (as may be drawn up by the Promoter/ Developer containing the guidelines for carrying out the fit-out works in the premises in the Proposed Building), keep deposited with the Promoter/ Developer a sum of Rs.50,000/- (Rupees Fifty Thousand Only) as a security deposit and which amount shall be refunded by the Promoter/ Developer to the Allottee/s on completion of the fit-out works (hereinafter referred to as “**the Security Deposit**”). In the event if the Allottee/s commit/s any breach/es of the terms and conditions of the fit out manual or cause/s any damage or nuisance to the Proposed Building or any common areas therein or in any adjoining the said Flat, then and in any such event, the Promoter/ Developer shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Promoter/ Developer from such security deposit for setting right such breach or rectifying such damage or nuisance caused. The Allottee/s shall not dispute any adjustment or deduction from the security deposit on any ground whatsoever and howsoever arising.
- 18.12

Upon possession of the said Flat being offered to the Allottee/s, he/she/they shall be entitled to the use and occupy the said Flat for the user specified herein only and for no other purpose whatsoever. Upon the Allottee/s taking possession of the said Flat or license to enter the said Flat he/she/they shall have no claim against the Promoter/ Developer in respect of any item of work in the said Flat, which may be alleged not to have been carried out or completed.
- 18.13

The Allottee/s shall pay following further charges to the Developer on or before obtaining possession of the said unit:

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- 18.13.1 Rs.15,000/= being charges towards water connection/ water meter.
- 18.13.2 Rs.10,000/= being charges towards MGL Gas Connections.
- 18.13.3 Rs.500/= being amount towards share money and Rs.100/-towards entrance fee for the membership of the society.
- 18.13.4 Rs. _____/- being proportionate share in capital property of the society or share in Reserve Fund, sinking fund etc.(Rs 100/- Per RERA Sq. Ft. Carpet Area)
- 18.13.5 Amount which ultimately being determined and found payable towards statutory payments, taxes and charges such as GST as may be prevailing at the relevant time (subject to change).
- 18.13.6 Rs._____/ - towards Maintenance deposit of Rs.15/- Per Sq. Ft. for 12 months as mentioned above.
- 18.13.7 Rs.25,000/= being legal fees.
- 18.13.8 Rs._____/ -towards Development Expenses/Amenities Charges Rs.500/- Per Sq Ft * _____Sq Ft RERA CA

19. REIMBURSEMENT OF EXPENSES AND MAINTENANCE CHARGES:

19.1 The Allottee/s hereby agree/s to pay to the Promoter/ Developer, a lump sum amount as more particularly stated in **Annexure ‘M’** by way of re-imbursement of the expenses that have been incurred by the Promoter/ Developer and/or that have become payable and/or that shall become payable by the Promoter/ Developer to various third parties and/or authorities. The charges referred to above are generally hereinafter referred to as “Charges for Development and Betterment Facilities”. The said Charges for Development and Betterment Facilities are non-refundable. The said Charges for Development and Betterment Facilities are over and above and in addition to the purchase price referred to

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hereinabove and all other amounts mentioned herein. The Promoter/ Developer has explained to the Allottee/s and have also shown to the Allottee/s an account of the amount spent/to be spent on the said Development and Betterment Facilities and the Allottee/s has/have accepted and satisfied himself/herself/themselves about the account and that the said Charges for Development and Betterment facilities are expended/to be expended. The Allottee/s further confirm/s that he/she/they shall not raise any further queries on the Promoter/ Developer in respect of the said Charges for Development and Betterment Facilities and neither shall the Allottee/s call upon the Promoter/ Developer to submit any further account of the said Charges for Development and Betterment Facilities.

19.2 Over and above the amounts of the Purchase Price, as set out in Annexure ‘G’hereto and other amounts agreed to be paid by the Allottee/s to the Promoter/ Developer as set out hereinabove including inter alia the amount of Security Deposit, the Allottee/s shall, before taking possession or within a maximum period of 7 (seven) days from the date of offer of delivery of possession of the said Flat (whether or not the Allottee/s has/have taken possession of the said Flator not), whichever is earlier, pay to the Promoter/ Developer the amounts as more particularly stated in Annexure ‘M’:

19.3 Commencing a week after notice in writing is given by the Promoter/ Developer to the Allottee/s that the said Flat, is ready for being occupied, the Allottee/s shall be liable to bear and pay the proportionate share of the maintenance charges and other monthly outgoings in respect of the said Flat. After the completion of the initial 12 (twelve) months as aforesaid, the Allottee/s shall be liable to bear and pay the maintenance charges in respect of the said Flat and the Allottee/s further undertake/s to pay such provisional monthly contribution on or before the 5th day of each month in advance to the Promoter/ Developer or to the Society (if the management of the Proposed Building has been handed over to the Society); and the Allottee/s shall not be entitled to withhold the same for any reason whatsoever. It is further agreed that the

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Allottee/s will be liable to pay the Agreed Rate of Interest to the Promoter/ Developer for any delay in payment of such outgoings.

19.4 In addition to the proportionate property and municipal taxes, the maintenance charges payable by the Allottee/s would include *inter alia* the following:

- 19.4.1 The expenses of maintenance, repairing, redecorating, etc., of the main structures and in particular the gutters and rain water pipes of the Proposed Building, water pipes and electric wires in under or upon the Proposed Building used by the premises/ premises holder/s in common with the other occupiers of premises and the main entrances, passages, landings, lift and staircase of the Proposed Building and other common areas and amenities as enjoyed by the premises holders in common as aforesaid and the boundary walls of the Proposed Building, compounds etc.
- 19.4.2 The cost of cleaning and lightning the passage, water pump, lifts, landings, staircases, common lights and other parts of the Proposed Building used by the premises holders in common as aforesaid.
- 19.4.3 The cost of the salaries of certain workers like clerks, accountant, liftmen, chowkidar, pump man, sweepers, drivers, house-keeping charges, etc., and the proportionate salary of certain part time workers like engineers, supervisors etc. their traveling expenses, welfare expenses like tea, coffee etc., the bonus to be given to them etc.
- 19.4.4 The cost of working and maintenance of common lights, water pump, lifts, common sanitary units and other services charges.
- 19.4.5 Premium for insurance of the Proposed Building .
- 19.4.6 The maintenance charges, cost, expenses and amounts required for maintenance and operation of various

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common equipment that may be installed in the Proposed Building including *interalia* street lights, sewer line, storm water drain, water lines, internal roads, garden, civil, Mechanical Parking system, other mechanical and electrical system/s installed for reuse of the waste water, civil, mechanical and electrical system for rain water harvesting, high speed lifts, submersible pumps installed in tank for municipal water and tank for storage of tanker/bore well water, pumps installed for firefighting, tank for municipal water, overhead tank and other water tanks by whatever name called, fire-fighting system, common electric system (which may be installed for the lights, pumps, equipment, lifts, security system etc.), common plumbing system, common security system and such other expenses as are necessary or incidental for the maintenance and upkeep of the Proposed Building.

- 19.5

The above maintenance charges are only provisional and any additional expenses shall be reimbursed by the Allottee/s to the Promoter/ Developer. The above provisional maintenance does not include property and municipal tax (which shall be payable in addition to the aforesaid amounts by the Allottee/s).
- 19.6

The Allottee/s is/are aware that after the possession of the said Flat is offered to the Allottee/s and after he/she/they is/are admitted as member/s of the said Society, it may take at least 12 (twelve) to 18 (eighteen) months for the Promoter/ Developer/Society to work out and inform each of the premises occupants in the Proposed Building about the exact breakup of the maintenance charges payable by him/her/them. Therefore, during such a period the Promoter/ Developer/Society is likely draw up adhoc bills towards maintenance. The Allottee/s agree/s that he/she/they shall not raise any objection for payment of such adhoc bills and would allow the said Society a time period of 12 (twelve) to 18 (eighteen) months, or more from the date of he/she/they is/are admitted as member/s of the Society, to enable the Promoter/ Developer/Society to work out the exact details of

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the maintenance charges payable by him/her/them.

19.7 Over and above the Purchase Price and other amounts payable by the Allottee/s, the Allottee/s hereby agree/s that in that event of any amount becoming payable by way of levy or premium, taxes, cess, fees, charges, etc., after the date of this Agreement to MCGM or any other concerned local authority or to the State Government or in the event of any other payment for a similar nature becoming payable in respect of the said Land and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Promoter/ Developer, however, the same would be reimbursed by the Allottee/s to the Promoter/ Developer in proportion of the area of the said Flat to the total area of all the new premises being developed on the said Land.

20. TAXES:

20.1 The Allottee/s is/are aware that the amount of Purchase Price as set out in Annexure 'J' hereto, is exclusive of all the taxes applicable to transactions for the sale of constructed premises as levied by the State and Central Government through their respective Finance Acts and other legislations and various clarifications/notifications and regulations have made Service Tax (hereinafter referred to as "**the said Taxes**"). It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, that there is a liability for payment of the said Taxes on this Agreement for the sale of the said Flat by the Promoter/ Developer to the Allottee/s. The Allottee/s agree/s and undertake/s that the same is payable by the Allottee/s and that the Promoter/ Developer is not liable to bear and/or pay the same. Therefore, the Allottee/s hereby irrevocably agree/s and undertake/s to pay the amounts for the said Taxes to the Promoter/ Developer or the concerned authorities within a period of 7 (seven) days from the date of the Promoter/ Developer calling upon the Allottee/s to do so, without any delay or demur.

20.2 It is hereby further agreed that in addition to the said Taxes, in the event of any amount becoming payable now or in the future by way of levy or premium, taxes, cess, fees, charges, sales tax, goods

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and services taxes, or any other tax by whatever name called, at the time of execution of this Agreement and/or any time thereafter to any authority or to the State Government or to the Central Government or in the event of any other payment of a similar nature, save and except the tax on income of Promoter/ Developer, arising out of or in connection with transaction contemplated hereby, the Allottee/s shall be solely liable to bear and pay the same and the Promoter/ Developer shall not be liable for the same.

20.3 Non-reimbursement/Non-payment of the said Taxes and other amounts mentioned in this Clause 20 by the Allottee/s shall be deemed to mean non-payment of the Purchase Price to the Promoter/ Developer and the consequences as mentioned in Clause 4 hereof shall apply.

21. BREACHES:

The Allottee/s agree/s and undertake/s to and shall observe perform and comply with all the terms and conditions and covenants to be observed performed and complied with by the Allottee/s as set out in this Agreement (save and except the obligation of the Allottee/s to pay the balance Purchase Price and other sums as aforesaid, for which the consequences as mentioned in Clause 4 above would apply) if the Allottee/s neglect/s, omit/s, or fail/s to observe and/or perform the said terms and conditions and covenants for any reason whatsoever then in such an event, the Promoter/ Developer shall be entitled after giving 1 (one) months’ notice to remedy or rectify the default and in the event of the Allottee/s failing to remedy or rectify the same within the said notice period, this Agreement shall be voidable at the option of the Promoter/ Developer and in the event of the Promoter/ Developer so treating this Agreement void, the consequences of termination as set out in Clause 4 hereof shall apply.

22. ELEVATION OF THE PROPOSED BUILDING:

The Allottee/s shall not alter, amend, modify etc., the elevation of the said Flat or the Proposed Building whether the side, front or

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rear nor shall the Allottee/s alter, amend, modify the entrance lobby, staircase, lift, passage/s, terrace etc. of the Proposed Building and shall keep the above in the same form as the Promoter/ Developer constructs the same and shall not at any time alter the said elevation in any manner whatsoever without the prior consent or alter the attachments to the elevation of the Proposed Building, including fixing or changing or altering grills, windows, air conditioners, chajjas etc., The Allottee/s further irrevocably agree/s to fix their air-conditioners, whether window or split only after the written permission of the Promoter/ Developer and at such places as may be earmarked by the Promoter/ Developer for the same. The Promoter/ Developer’s decision in this regard would be final and binding on the Allottee/s.

23. COVENANTS OF THE ALLOTTEE/S:

The Allottee/s with an intention to bring all persons into whose hands the said Flat may come, doth/do hereby represent/s and assure/s to and undertake/s and covenant/s with the Promoter/ Developer as follows:

- 23.1

To maintain the said Flat at the Allottee’s/ Allottees’ own cost in good and tenantable repair and condition from the date the possession of the said Flat is offered to the Allottee/s and to not do anything or suffer anything to be done in or to the Proposed Building and to the balconies, elevation- projections, staircase or any passage, which may be against the rules, regulations or bye-laws of the concerned local or any other authority nor to the said Flat itself or any part thereof;
- 23.2

Not to enclose the open balcony, flower bed, ducts or any other open area pertaining to the said Flat, whereby any FSI whatsoever is deemed to be consumed and without prejudice thereto not to do any act, deed, matter or thing, whereby any rights of the Promoter/ Developer/the said Society are in any manner whatsoever prejudiced/ adversely affected;
- 23.3

Not to carry out in or around the said Flat any alteration/changes

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of structural nature without the prior written approval of the Promoter/ Developer and the Structural Engineers and the RCC Consultants of the Proposed Building;

- 23.4

To ensure that no nuisance/annoyance/ inconvenience is caused to the other occupants of the Proposed Building by any act of the Allottee/s;
- 23.5

Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature, save and except domestic gas for cooking purposes, or goods which are so heavy so as to damage the construction or structure of the Proposed 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 any heavy packages, showcases, cupboards on the upper floors which may damage or is likely to damage the staircase, common passage or any other structure of the Proposed Building. On account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be personally liable for the consequence of the breach and shall be liable to bear and pay the damages as may be determined by the Promoter/ Developer and the same shall be final and binding upon the Allottee/s and the Allottee/s shall not be entitled to question the same;
- 23.6

To carry out at his/her/their own cost all the internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoter/ Developer to the Allottee/s (usual wear and tear excepted);
- 23.7

Not to demolish the said Flator any part thereof including *interalia* the walls, windows, doors, etc., thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the Proposed Building and shall keep the portion, sewers, drains, pipes, in the said Flat and appurtenance/s thereto in good, tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the Proposed Building and shall not chisel or any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural members in the said Flat without the prior written

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permission of the Promoter/ Developer and/or the said Society;

- 23.8

Not to do or permit to be done any act, deed, matter or thing, which may render void or void able any insurance of the Proposed Building or any part thereof or whereby any increase premium shall become payable in respect of the insurance;
- 23.9

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 on the terrace or on the other premises or any portion of the said Land;
- 23.10

To bear and pay any increase in local taxes, water charges, insurances and such other levy/ if any which are imposed by the concerned local/public authority either on account of change of user or otherwise in respect of the said Flat by the Allottee/s;
- 23.11

The Allottee/s shall not be entitled to transfer, assign or part with the interest or any benefit of this Agreement, without the prior written permission of the Promoter/ Developer, until all the dues payable by the Allottee/s to the Promoter/ Developer hereunder and/or otherwise are fully paid up;
- 23.12

The Allottee/s shall abide by, observe and perform all the rules, regulations and bye-laws of the said Society as also the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Proposed Building and the premises 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 the Government and other public bodies and not commit breach thereof and in the event of the Allottee/s committing breach thereof and/or any act in contravention of the above provision, the Allottee/s shall be personally responsible and liable for the consequences thereof to the said Society and/or the concerned authority and/or other public authority;
- 23.13

The Allottee/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the said Society regarding the occupation and use of the said Flat and shall bear

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and pay and contribute regularly and punctually towards the taxes, expenses or other outgoings as may be required to be paid from time to time;

- 23.14

The Allottee/s shall permit the Promoter/ Developer and its surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said Land/Proposed Building/said Flatand/or any part thereof to view and examine the state and condition thereof, and to carry out the repair or replacements therein for a period of 5 (Five) years from the Allottee/s being put in possession of the said Flat;
- 23.15

The Allottee/s undertake/s not to enclose any passage/s, lobby or other common areas in the Proposed Building in any manner whatsoever;
- 23.16

The Promoter/ Developer shall provide to the Allottee/s the water connection in respect to said Flat. The Promoter/ Developer shall not be held liable or responsible in any respects whatsoever if the concerned authorities are unable to provide the water supply to the said Flat;
- 23.17

The Allottee/s is/are also aware that the Promoter/ Developer has paid to MCGM the various premiums towards the staircase, lift lobby, passages, premium FSI, Fungible FSI etc. and shall not raise any objection with regard thereto;
- 23.18

The Allottee/s is/are aware of various concessions, approvals granted to the Promoter/ Developer at the time of construction of the Proposed Building including the condoning of open space deficiencies and the Allottee/s undertake/s not to raise any objection in respect of the open space deficiency and shall also not raise any objection in respect to the construction and/or development activities carried on in the adjoining plots; and
- 23.19

The Allottee/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Promoter/ Developer and that some of such conditions and/or obligations shall require compliance in continuity even after the development and

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construction of the Proposed Building is completed and after the management of the Proposed Building is handed over to the Society and the Allottee/s has/have agreed to abide by and comply with such continuing conditions and obligations.

23.20 The Allottee/s do and each of them doth hereby agree that in event the consideration payable by the Allottee/s unto the Developer herein, as required by the AU Small Finance Bank Limited, then the same shall be transferred into the designated **RPMG BUILDER AND DEVELOPERS PRIVATE LIMITED ZEE JAYASHREE RERA COLLECTION ACCOUNT**, Account No - **2221234144198565** being opened by the Developer with the AU Small Finance Bank Limited

24. INDEMNITY:

The Allottee/s is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Promoter/ Developer has agreed to and is executing this Agreement and Allottee/s hereby agree/s to indemnify and keep indemnified the Promoter/ Developer absolutely and forever from and against all and any damage or loss that may be caused to the Promoter/ Developer including *interalia* against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Promoter/ Developer, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Allottee/s being untrue and/or as a result of the Promoter/ Developer entering in to this Agreement and/or any other present/future writings with the Allottee/s and/or arising there from.

25. STAMP DUTY AND REGISTRATION:

The Developers hereby declare that they have availed of 50 % reduction in premium facility as per notification dated 14th January 2021 issued by Government of Maharashtra and as required in the said notification the

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stamp duty in respect of this agreement shall be borne and paid by the Developers. The Allottees/Purchasers has agreed to issue letter / certificate confirming that the stamp duty on this document is borne and paid by the Developers and shall do all acts, deeds, and things as may be required to enable the Developers to avail of the benefit of the aforesaid concession / policy.

All other Cost charges and expenses arising out and incidental to this agreement, including deficit duty, penalty if any and scanning charges payable for this agreement or any agreement or deed or document as may hereafter be executed in pursuance of this agreement shall be borne and paid by the Allottees/Purchasers exclusively. GST and Other Charges shall be collected separately from the Allottees/Purchasers.

26. TRANSFER OF THE SAID FLAT:

If the Allottee/s, before being put in possession of the said Flat, desire/s to sell or transfer his/her/their interest in the said Flat or wishes to transfer or give the benefit of this Agreement to person, the same shall be done only after the Allottee/s obtain/s the prior written permission of the Promoter/ Developer in that behalf. In the event of the Promoter/ Developer granting such consent, the Allottee/s shall be liable to and shall pay to the Promoter/ Developer such sums as the Promoter/ Developer may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same PROVIDED HOWEVER that such transferee/s/assignee/s of the Allottee/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Allottee/s to be observed, performed and complied with. All the provisions of this Agreement shall *ipso facto* and automatically apply *mutatis mutandis* to such transferee/s/assignee/s also.

27. CONVEYANCE

27.1 The Developer/Promoter shall (subject to his right to dispose of the remaining Flats, if any of the said Project) execute the conveyance of the structure of said Building or wing of that said Building along-with said Property and common areas and amenities/ facilities as enlisted in favour of the said Society as per the prevailing Policy within a period of four months after

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obtaining Full Occupation Certificate. The cost of stamp duty and registration fees and other incidental costs in this regard shall be borne by the Developers.

27.2 Under no circumstances, the Allottee/s shall be entitled to such conveyance, unless entire amount of total consideration or any other amounts of money payable under this Agreement or as may be otherwise agreed, by the Allottee/s either to the Owner/Promoter or to any other agencies or authorities are actually paid by the Allottee/s.

28. MISCELLANEOUS: Co-operation: The Allottee/s shall, from time to time, sign and execute all applications, papers and documents, and do all the acts, deeds, matters and things as the Promoter/ Developer may require, for safe guarding the interest of the Promoter/ Developer to the Proposed Building and/or the premises therein

29. NOTICES: All letters, circulars, receipts and/or notices to be served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served, if posted or dispatched to the Allottee/s by Registered Post Acknowledgement Due (“RPAD”) or mailed at the electronic mail (e-mail) address as provided by the Allottee/s to the Promoter/ Developer or hand delivered at the address hereunder stated and shall effectually and completely discharge the Promoter/ Developer.

30. Income Tax PAN: The Parties are setting out here under their respective Income Tax Permanent Account Numbers:

Promoter/ Developer : AACCI5840H

Allottee/s (1) :

Allottee/s (2) :

Allottee/s (3) :

31. TDS: all amounts towards the Purchase Price as payable by the Allottee/s to the Promoter/ Developer in accordance with Annexure ‘G ’hereto,

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shall be made by the Allottee/s, subject to deduction of tax at source as per the provisions of Section 194IA of the Income Tax Act, 1961; and the Allottee/s shall within the time prescribed by the provisions of the Income Tax Act, 1961 and the Rules framed there under, furnish to the Promoter/ Developer the requisite certificates of deduction of tax at source. It is clarified that non-payment of the amount of the deduction of tax at source to the concerned authorities or non-furnishing by the Allottee/s of the requisite certificate of deduction of tax at source to the Promoter/ Developer shall be deemed to be a breach equivalent to non-payment of Purchase Price amount and shall accordingly attract the consequences as mentioned in Clause 4 hereof.

32. Obligations: all obligations of the Allottee/s and covenants made by the Allottee/s herein shall be deemed to be obligations and/or covenants, as the case may be, running with immoveable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Flat may come.

33. Lien and Charge of the Promoter/ Developer: Notwithstanding anything contained herein, the Promoter/ Developer shall, in respect of any amount remaining unpaid by Allottee/s under the terms and conditions of this Agreement, have a first lien and charge on the said Flat agreed to be purchased by the Allottee/s hereunder.

34. Disputes and Dispute Resolution:

34.1.1 To the extent that the Maharashtra Real Estate Regulatory Authority may have exclusive jurisdiction under the applicable provisions of RERA and under the RERA Rules, all disputes between the Parties shall be brought before and be adjudicated by the Maharashtra Real Estate Regulatory Authority.

This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder and Maharashtra Ownership Flat Act, 1963 and the rules made thereunder.

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34.1.2 Subject to what is provided in sub-clause 28.7.1, any dispute, controversy, claim or disagreement of any kind whatsoever between or among the Parties in connection with or arising out of this Agreement or the breach, termination or invalidity thereof shall be referred to and finally resolved by arbitration. The invoking of arbitration in case of a Dispute shall not affect the termination of this Agreement (if terminated in accordance with the provisions hereof). The seat of the arbitration shall be Mumbai, India and the arbitration proceedings shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory re-enactment thereof in force in India at the time such arbitration is commenced. The arbitration proceedings shall be conducted by a sole arbitrator to be mutually appointed by the Parties and failing such mutual agreement on the appointment, the sole arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of the arbitration proceedings shall be English. The award rendered by the Tribunal shall be in writing and shall set out the reasons for the arbitral tribunal’s decision. The award shall allocate or apportion the costs of the arbitration, as the Tribunal deems fair. The Parties agree that the arbitration award shall be final and binding on the Parties.

35. Jurisdiction: Subject to what is provided in Clause 28.7 above, the Courts in Mumbai shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise pertaining to the said Premises.

36. No Demise or Grant or Assignment: The Allottee/s shall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising in to upon the said Land and/or the Proposed Building and/or otherwise howsoever against the Promoter/ Developer, save and except in respect of the said flat. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Land and/or the Proposed Building and/or any part thereof.

37. No Waiver: Any delay or indulgence shown by the Promoter/ Developer in

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enforcing the terms of agreement or any forbearance or giving of time to the Allottee/s shall not be construed as a waiver on the part of the Promoter/ Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice any rights of the Promoter/ Developer hereunder or in law.

38. Name of the Proposed Building: Unless otherwise decided by the Promoter/ Developer the name of the Proposed Building shall be known as “ZEE JAYASHREE” per the details set out herein or by such other name/s as the Promoter/ Developer may decide. The Allottee/s shall not either in his/her/their personal capacity/ies or in his/her/their capacity/ies as the member/s of the said Society seek to alter or modify the name of the Proposed Building, without the prior written consent of the Promoter/ Developer.

39. Enforceability: Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement should be prohibited or rendered invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any unenforceable provision or provision which is ineffective or invalid under the applicable law shall be replaced and substituted by the Parties acting in good faith, by a provision which most nearly reflects the Parties’ intent in entering into such unenforceable provision or provision which is ineffective or invalid under the applicable law.

40. Entire Agreement: The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire and only agreement between themselves regarding the subject matter hereof and no modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties.

41. Headings: The headings, subheadings, titles, subtitles used for the Clauses under this Agreement are only for the sake of convenience and easy identification of the provisions and headings, subheadings, titles, subtitles to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and

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Annexures hereto and shall be ignored in construing and interpreting the same.

THE FIRST SCHEDULE

Description of the said Land

All that piece and parcel of plot of land bearing Final Plot Nos.66-B, Town Planning Scheme No. II, C.T.S. No.945, 945/1 to 8 and 945/10 to 16 admeasuring about 2107 Sq. yards equivalent to 1762 sq. mtrs. Prior to set back and after deduction of setback admeasuring 2030 sq.yards of thereabouts equivalent to 1697.26 sq. Mtrs of Vile Parle Town Planning Scheme No. II, within the “K” East Ward of the Municipal Corporation of Greater Mumbai at Village Vile Parle (East), Taluka Andheri, lying, being and situate at Prarthana Samaj Road, Vile Parle (East), Mumbai 400 057 within the registration district and sub-district of Mumbai City and Mumbai Suburban and bounded as follows that is to say :

- On or towards the North : By Plot N. 66-A
- On or towards the South : By Original Plot No. 28 (Part) of T.P.S.No. II
- On or towards the East : By Prarthana Samaj Road
- On or towards the West : By Original Plot No. 17 & 17 And
Original Plot No. 28 (Part) of the said scheme

THE SECOND SCHEDULE

Description of the said Flat

Flat No. _____on the _____floor, in “_____” Wing admeasuring approximately _____ sq. ft. **RERA Carpet Area**(as per the definition of the term “*carpet area*” under Section 2 (k) of RERA); in the Proposed Building to be constructed on the said Land more particularly described in the First Schedule hereinabove written.

It is clarified that the carpet area, as reflected hereinabove is computed in accordance with the definition of the term “*carpet area*” as defined under Section 2 (k) of RERA and as per the provisions of the RERA Rules (viz. 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 including the area covered by the internal partition walls of the apartment).

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THE THIRD SCHEDULE

COMMON AREAS AND FACILITIE

PART A - Limited Common Areas

- 1) All the Allottee/s of Flats on each floor will have a proportionate un-divided interest with their fellow neighbors on the same floor in respect of the flat entrance lobby and lift lobby at every floor adjacent to the respective flats
- 2) any terrace/sor pocket terrace/s that may be abutting or adjoining any flats/premises;
- 3) Parking Spaces in accordance with the provisions of Clause 17 of this Agreement.

PART B - Common Areas

The Allottee/s will have a proportionate un-divided interest in the following along with acquirers/holders of the premises in the Proposed Building:

- 1) Entrance lobby on the Ground Floor;
- 2) Society office room;
- 3) Compound areas (other than areas earmarked as car parking spaces);
- 4) Gymnasium (if and as permitted by the MCGM);
- 5) Lifts provided in the Proposed Building;
- 6) Staircase of the Proposed Building including the floor landing and the mid-landing, for the purpose of ingress and egress;
- 7) Terrace on the topmost floor of the Proposed Building.(Terrace and Open Balcony and Veranda Connected to any Flat shall form part of the said flat)

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribe their respective hands on the day and year the first above written.

SIGNED AND DELIVERED by

the within named **Promoter/ Developer:**)
M/S.RPMG BUILDERS&)
DEVELOPERS PVT. LTD. (ZEE INFRA GROUP)
through the hands of its Director:)

Photograph

DEVELOPER	ALLOTTEE/S
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Photograph

in the presence of two independent witnesses)

1.)

2.)

Photograph

SIGNED AND DELIVERED

By the within named "**Allottee/s**")

Photograph

in the presence of two independent witnesses

1.)

2.)

DEVELOPER	ALLOTTEE/S

ANNEXURE G

The purchase price amounts to **Rs.** _____/- (**Rupees** _____ **Only**).For **Flat No.** _____ **in “** _____ **”**
Wing admeasuring _____ **sq. ft. RERA Carpet Area** Each (including Fungible F.S.I.) on the _____ floor in the Building to be known as “**ZEE JAYASHREE ”** situated at Prarthana Samaj Road, Vile Parle (East), MUMBAI 400 057 out of which **Rs.** _____/- (**Rupees** Thirty Lakhs Twenty Five Thousand only) have been received as described under the “Receipts” in this agreement. The balance amount of **Rs.** _____/-(**Rupees** _____ **only**) shall be paid by the allottees as per the Schedule attached hereto.

SR.NO.	PARTICULARS	AMOUNT
1	On or Before Execution of Agreement	
2	Commencement of the Plinth	
3	Commencement of Stilt Floor	
4	Commencement of 1st Slab	
5	Commencement of 2nd Slab	
6	Commencement of 3rd Slab	
7	Commencement of 4th Slab	
8	Commencement of 5th Slab	
9	Commencement of 6th Slab	
10	Commencement of Walls	
11	Commencement of Internal plaster	
12	Commencement of floorings	
13	Commencement of doors	
14	Commencement of windows	
15	Commencement of Sanitary fittings	
16	Commencement of staircases	
17	Commencement of lift wells	

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18	Commencement of Sanitary lobbies	
19	Commencement of external plumbing	
20	Commencement of external plaster	
21	Commencement of elevation	
22	Commencement of terraces with waterproofing	
23	Commencement of lifts work	
24	At the time of handing over possession	
	TOTAL	

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RECEIPT

RECEIVED of and from the withinnamedAllottee/s atotal sum of **Rs.**
_____-/- (Rupees _____
_____)Only)being amount paid by
the Allottee/s to us, as and by way of earnest money/part Purchase Price as per
the details mentioned herein below :-

No.		Date	Bank Details	Cheque No.	Amount
1					
2					
3					

N o.	Date	Bank Details	Cheque No.	Amount
1	21/02/2022	Axis Bank Ltd.	369071	25,000/-
2	12/03/2022	Canara bank Ltd.	323745	20,00,000/-
3	04/08/2022	Canara bank Ltd.	269949	10,00,000/-
				30,25,000/-

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We Say Received Rs. _____/-

For **M/S.RPMG BUILDERS& DEVELOPERS PVT. LTD.**
(ZEE INFRA GROUP)

(_____)

Director

Witnesses:

1._____ 2._____

Dated this __ day of _____, 202__

DEVELOPER	ALLOTTEE/S
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RPMG BUILDERS& DEVELOPERS PVT. LTD.
... The Promoter

AND

... The Allottee

AGREEMENT FOR SALE

DEVELOPER	ALLOTTEE/S
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