

THIS AGREEMENT is made at Mumbai this ____ day of _____ 201__
between

EKJYOT PROPERTIES,

a partnership firm registered under the Indian
Partnership Act 1932 and having its Principal Place
of business at 563, DiealAnnexe, Central Avenue,
Chembur, Mumbai - 400071

holding Permanent Account Number AACFE3661P

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

And

Mr./Mrs./Miss/Messrs. _____

residing / having his / her / their / its address at

and holding Permanent Account Number(s)

_____,

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

WHEREAS:

- A. One Postal Co-operative Housing Society Ltd. ("***the Head-Society***") had acquired from the President of India lands bearing Survey No.14(Part) admeasuring 24747 sq.yds., i.e. 20691.71 sq.mtrs. at Chembur, which the Head-Society had sub-divided and laid out into plots, and allotted the same to its members, on their paying to the Society agreed amounts towards premia, and in addition thereto paying annual ground rent as agreed, and executing Agreements as prescribed under the Bombay Co-operative Societies Act, 1925 and the bye-laws of the Society as then stood and to observe perform and comply with the terms and provisions thereof,
- B. One Prof. Anant Narayan Chikhalikar was during his lifetime a member of the Head-Society and as such member was the allottee of five fully paid-up shares of Rs.100/- each distinctively numbered 181 to 185 entered in Share Certificate No.38 dated 12th September 1954, and also the allottee and holder of Plot No.23 admeasuring 504 sq.yds. i.e. 421.41 sq.mtrs. on the estate of the Head-Society situate at Chembur, Mumbai 400 071,
- C. The said Prof. Anant Narayan Chikhalikar during his lifetime constructed on the said plot a building called ***MANGESH BHUVAN*** of ground and two upper floors, with two flats on each floor; the four tenements on the Ground and First Floors were let out and occupied by monthly tenants and the premises on the Second Floor was occupied by the said Prof. Anant Narayan Chikhalikar and his family members,

(the said plot is more particularly described in the *First Schedule* hereunder written is hereinafter referred to as “*the said plot*” and is shown marked by hatched lines on the plan annexed hereto and marked *Annexure “1”*, and is with the structure as originally stood thereon, and the subsequent building now constructed thereon, collectively briefly referred to as “*the said property*”)

- D. The said Prof. Anant Narayan Chikhalikar died intestate at Mumbai on 12th August 1986, leaving him surviving his widow Mrs. Indumati Anant Chikhalikar and Dr. Pratap Anant Chikhalikar, Ranjit Anant Chikhalikar, Ajit Anant Chikhalikar, being his three sons and Ms. Sulbha Anant Chikhalikar, Mrs. Pushpa Hanmash Mutsaddi and Mrs. Prabha Madhavrao Suryavanshi, being his three daughters and only children entitled to succeed to his estate according to the provisions of the Hindu Succession Act, 1956 by which succession to his estate was governed at the time of his death; thereupon by consent of parties, the Head-Society recognized Mrs. Indumati Anant Chikhalikar, the widow of the said Prof. Anant Narayan Chikhalikar, as the member of the Head-Society and the allottee of the said shares and the said plot, liable to hold the same subject to the Head-Society’s bye-laws and regulations,
- E. The said plot was subsequently assigned CTS Nos.491, 491/1 and 491/2 of Chembur and was determined to admeasure, as evidenced by the CTS Cards, an aggregate of 421.41 sq.mtrs.,
- F. On 1st May 1992, the Head-Society executed in favour of the said Mrs. Indumati Anant Chikhalikar a lease of the said Plot No.23 forming part of the estate of the Head-Society and bearing CTS Nos.491, 491/1 and 492/2 for the term of 962 years from 1st May 1992 on the annual rent of Re.1/-, payable if demanded, and other amounts as therein stipulated,
- G. The said Mrs. Indumati Anant Chikhalikar died intestate at Mumbai on 29th October 1997, leaving her surviving three sons and three daughters abovenamed, being her only children, entitled to succeed to her estate according to the provisions of the Hindu Succession Act, 1956 by which succession to her estate was governed at the time of her death; the said Mrs. Indumati Anant Chikhalikar had however on 10th September 1989

registered a nomination with the Head-Society naming her three sons Dr. Pratap Anant Chikhalikar, Ranjit Anant Chikhalikar and Ajit Anant Chikhalikar and her daughter Ms. Sulbha Anant Chikhalikar as the persons to whom, in the event of her death, her interest in the Head-Society should be transferred,

- H. Consequently, acting on the said nomination, on the death of the said Mrs. Indumati Anant Chikhalikar, the Head-Society Society enrolled the said three sons and daughter abovenamed as the members of the Head-Society and endorsed the Share Certificate and transferred the said shares in their names; however in the events as had happened, the said membership rights, the said shares and the said plot and the building which then stood thereon came to vest in the abovenamed three sons and the said Ms. Sulbha Anant Chikhalikar along with the said Mrs. Pushpa Hanmesh Mutsaddi and Mrs. Prabha Madhavrao Suryavanshi (hereinafter collectively referred to the “**Owners**”),
- I. The abovenamed legal heirs of the said Prof. Anant Narayan Chikhalikar thereafter by an Agreement for Assignment dated 6th December 2011 registered at the Kurla Sub-Registry under Serial No.BDR-3/1353 of 2012 agreed to transfer and assign their membership rights in the said Society, the five shares held by them therein and the benefit of allotment of the said plot together with the building standing thereon unto and to the Promoters for the consideration and on the terms and conditions therein set forth and recorded; the Owners also separately made and executed a Power of Attorney in favour of one Dhiraj Pradip Vohra and Tarun Pradip Vohra, being the partners of the Promoters, granting to them power and authority to do the various acts and exercise the various powers and authorities thereby conferred; the said Power of Attorney is also registered at the Kurla Sub-Registry under Serial No.BDR-3/1354 of 2012,
- J. The Promoters thereupon applied to the Office of the Collector and in the first instance got the Owners recognized as the vestees of the said plot in the records of the Collector, Mumbai Suburban District,

- K. The Promoters also separately applied to the Collector for permission for transfer and assignment of the lease of the said plot and the rights attaching to the said plot accruing as a member of the Head-Society to them; the Collector has by an Order dated 25th May 2018 permitted transfer of the said plot to and in favour of the Promoters, subject to the terms and conditions, as therein stipulated,
- L. In the meantime, on 25th December 2016, the said Ms. Sulbha Anant Chikhalikar of the Owners died intestate at Mumbai, single and without being married; consequently all the right title and interest held by her in the Society during her lifetime devolved on the surviving Owners, being her only nearest next-of-kin and legal heirs entitled to succeed to her estate according to the provisions of the Hindu Succession Act, 1956 by which succession to her estate was governed at the time of her death,
- M. The Promoters have pursuant to the sanction granted by the Collector, Mumbai Suburban District, as recited above, by a Deed of Assignment dated _____ 2018 registered at the Kurla Sub-Registry under Serial No. _____ of 2018, obtained from the surviving Owners a transfer and assignment of their right title and interest the said membership rights, the said shares and the said property,
- N. The Promoters are in the circumstances entitled to be enrolled as members of the said Society and as such members entitled to the remainder unexpired of the term comprised in the Indenture of Lease dated 1st May 1992 executed by the said Society,
- O. The Promoters, being desirous of redeveloping the said property, have subsequent to execution of the said Agreement for Assignment negotiated with the tenants and obtained from them surrender of their tenancy rights and obtained vacant possession of the whole of the building formerly standing on the said plot and have thereafter got building plans sanctioned for construction of a multi-storeyed building of stilt and thirteen upper floors with the intention of selling the various apartments therein to interested persons on 'ownership' basis; of the former tenants, the Promoters have in terms of the Agreement executed with one of such

tenants agreed to grant to him an Apartment in the new building as and by way of Permanent Alternate Accommodation and he would join the Society formed of acquirers / holders of premises in the building **EK JYOT SANMAAN** as a member thereof,

- P. The Promoters have thereafter demolished the building known *as MANGESH BHUVAN* formerly standing on the said plot and have commenced and are constructing on the said plot a new building christened **EK JYOT SANMAAN**, with the intention of selling the various apartments in the said building on 'ownership' basis to interested persons, with the further intention that in due course the acquirers of apartments in the said building would jointly get registered a Co-operative Society, ("**Sub-Society**") who would as a nominee of the apartment purchasers in the said building acquire a transfer and assignment of the leasehold rights of the said property in their name and be enrolled as members of the Sub-Society and hold the five shares now liable to be transferred to the Promoters,
- Q. The Allottee has expressed a desire to acquire Apartment No. _____ on the _____ Floor of the said building **EK JYOT SANMAAN** now under construction by the Promoters,
- R. The Promoters have explained to the Allottee that save and except for the portion which may be earmarked for use by purchasers of specified apartments, the remaining portions thereof shall be available for common use by acquirers of apartments in the said building; the Promoters have further explained to the Allottee that they propose to allot rights for exclusive use of Car Parks in the mechanized Car Park facility provided at the stilt level, and would be entering into writings recording allotment of apartments and rights to different persons on substantially similar terms and conditions,
- S. The Promoters have further disclosed to the Allottee the information and offered to the Allottee inspection of the documents relating to the Project and the plans designs and specifications prepared by the Promoters'

Architect Mr. K. K. Shah and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as “*the said Act*”) and the Rules and Regulations made thereunder,

- T. The Promoters have entered into a standard Agreement with M/s. _____, Architects registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects,
- U. The Promoters have appointed Structural Concept Designs Pvt. Ltd. for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the Structural Engineer till the completion of the said Building,
- V. The Promoters have registered the Project under the provisions of the said Act with MahaRERA at No.P51800011782; authenticated copy whereof is annexed hereto and marked **Annexure “4”**,
- W. The Promoters have, by virtue of the Agreement for Assignment and the subsequent Deed of Assignment executed in its favour as aforesaid, the sole and exclusive right to sell the Apartments in the building now under construction by the Promoters on the said plot as the Project, and to enter into Agreements with allottee(s) of the Apartments and to receive the sale consideration in respect thereof,
- X. Authenticated copies of the Certificate of Title dated 26th November 2013 issued by Messrs. Narayanan and Narayanan, Advocates and authenticated copies of the CTS Cards of the said property are annexed hereto and marked **Annexure “5”** and **Annexure “6-A”**, **Annexure “6-B”** and **Annexure “6-C”** respectively,
- Y. Authenticated copies of the IOD and CC sanctioned by the Municipal Corporation of Greater Mumbai (as amended upto date) are annexed hereto and marked **Annexure “7”**,

- Z. The Promoters have obtained some of the approvals from the Municipal Corporation of Greater Mumbai to the plans of the said Building – to which the subject matter of this Agreement – and which forms the subject matter of registration with MahaRERA – relates, and shall obtain further approvals from the concerned authorities from time to time, so as to obtain Occupation Certificate and/or Building Completion Certificate for the same,
- AA. While sanctioning the said plans the Municipal Corporation of Greater Mumbai and the State Government have laid down various terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property, and upon due observance and performance of which only the Occupation Certificate and/or Building Completion Certificate in respect of the said Building shall be granted by the Municipal Corporation of Greater Mumbai,
- BB. The Promoters are carrying on construction on the said plot in accordance with the sanctioned plans and pursuant to their aforesaid Scheme,
- CC. This agreement to the extent it lays down covenants on the part of the Allottee to be observed for the common benefit of all the apartment-purchasers in the said building shall enure to the benefit of all of them, and the terms and conditions thereof shall be available for enforcement not only by the Promoters herein, but also by the purchasers of other apartments in the said building, and this agreement shall bind to the extent applicable the permitted transferees of apartments from the Allottee also,
- DD. Under Section 13 of the said Act the Promoters are required to execute a written Agreement for Sale of the said Apartment with the Allottee, being in fact these presents, and to also register the same under the Registration Act, 1908.
- EE. The Allottee has in the premises after examining and assessing the aforesaid and after obtaining independent legal advice, and having satisfied himself as to the right and authority of the Promoters to sell apartments in the said building in the manner effected hereby, and the

sufficiency and completeness of the sanctions and permissions obtained and presently held by the Promoters, agreed to purchase and acquire from the Promoters an Apartment, being Apartment No.____ on the _____ Floor and Car Parking Space(s) No._____ in **EK JYOT SANMAAN**, now under construction by the Promoters on the said plot more particularly described in the **First Schedule** hereunder written for the consideration and on the terms and conditions hereinafter set forth and recorded,

FF. The Parties have covenanted with each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws

NOW THIS AGREEMENT WITNESSETH and the parties hereto agree declare record and confirm as under:

1A. The Promoters are constructing on Plot No.23 on the estate of the Postal Co-operative Housing Society Ltd. bearing CTS Nos.491, 491/1 and 491/2 of Village Chembur and recorded in the CTS Cards as admeasuring 421.41 sq.mtrs. and situate at Chembur, Mumbai 400 071 and more particularly described in the **First Schedule** hereunder written (and hereinafter referred to as "**the said plot**") and shown marked by hatched lines on the plan annexed hereto and marked **Annexure "I"**), a building called **EK JYOT SANMAAN** comprising of a multi level stack parking at the stilt level with an entrance lobby at the Ground Floor level and thirteen upper floors above the same. The Promoters hereby agree to sell to the Allottee, and the Allottee hereby agrees to purchase and acquire from the Promoters on 'ownership' basis, an apartment, being Apartment No. _____ on the _____ Floor of **EK JYOT SANMAAN** admeasuring _____ sq.mtrs. carpet area (hereinafter collectively referred to as "**the said Apartment**") together with exclusive right to park light motor vehicle(s) _____ covered parking(s), being Car Parking Slot(s) No(s).____ and _____ in the Stilt Parking provided in the building, at or for the aggregate lumpsum consideration of Rs._____ (Rupees_____ only) payable as mentioned in Clause 2 below, on and subject to the terms and conditions hereinafter mentioned. (The above carpet area is to be reckoned as provided under the RERA Act). The percentage of undivided interest of the Allottee in the

common areas and facilities in the building - limited or otherwise - pertaining to the said Apartment shall be in the proportion of the carpet area of the said Apartment to the total carpet area of constructed apartments in the whole of the said building. The common areas and limited common areas in the said building are as described in the **Fourth Schedule** hereunder written. The said Apartment is shown on the typical floor plan, **Annexure "2"** hereto. The said Car Parking Space(s) is / are shown marked by hatched lines on the plan of the Stilt level annexed hereto and marked **Annexure "3"**. The said Apartment and the said Parking(s) are more particularly described in the **Second Schedule** hereunder written. The said Apartment shall, wherever applicable and referred to hereinafter, mean and include the said Parking(s) also.

1B. The Promoters record that the Promoters have not claimed and accordingly the agreed consideration does not include any amount on account of common areas (other than the right to park cars, for which also the Promoters have not claimed any separate amounts), and the right to use occupation and enjoyment of the common areas and facilities shall accrue to the Allottee jointly with other allottees of apartments in the said building by reason of and on completing the purchase of the said Apartment from the Promoters in the manner provided in this Agreement, but the possession thereof shall be handed over to the Society in the manner provided elsewhere in this Agreement. The same is neither severable nor partible nor independently alienable, and shall be held appurtenant to the said Apartment for the more beneficial use and enjoyment of the said Apartment.

1C. The Promoters shall obtain the prior written consent of the Allottee before effecting any variation or modification which may adversely affect the said Apartment agreed to be acquired by the Allottee, but no such consent of the Allottee shall be required for them to effect any modification, variation or amendment in the plans of the other premises in the said building or to make additions or alterations in or to the said building/other apartments, or in respect of alterations or additions required by any Government authorities or due to change in law.

2. The Allottee shall pay to the Promoters the price of the said apartments set out in Clause 1A above as follows ("**Payment Plan**"), viz.

- a. Rs. _____ (Rupees _____ only) paid at or before the execution hereof (the Promoters admit and acknowledge receipt of the same),
- b. Rs. _____ (Rupees _____ only) on or before _____ 201__,
- c. Rs. _____ (Rupees _____ only) on initiation of the work of external plaster for the said premises,
- d. Rs. _____ (Rupees _____ only) on initiation of the work of flooring in the said premises,
- e. Rs. _____ (Rupees _____ only) on initiation of the work of concealed plumbing in the said premises, and
- and the balance of
- f. Rs. _____ (Rupees _____ only) on the said Apartment being got ready for occupation and the Promoters offering possession thereof to the Allottee for occupation.

Time shall be of the essence for making each of the above payments. The Allottee declares and confirms that the consideration amount at which the Promoters have agreed to sell the said Apartment is arrived at on the basis of the instalments in which the Allottee has agreed to pay the price to the Promoters. The Allottee also confirms that he has agreed to pay the consideration amount

aforesaid for the said Apartment in instalments as above after taking inspection of the site, having regard to the price at which it is offered and agreed to be sold by the Promoters to him, and taking into consideration the present stage of construction of the said building; under no circumstance the Allottee shall get possession of the said Apartment without first paying to the Promoters all amounts due hereunder; if nevertheless the Promoters give possession of the said Apartment to the Allottee before recovery of the full price therefor, they shall have a first lien on the same for recovery of the balance of the unpaid price and the interest due thereon.

3. **VARIATION CLAUSE**

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

4. **ESCALATION**

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

5. **TAXATION**

5.1 It is expressly recorded and clarified that the consideration amounts stipulated in Clause 1A above is the net amount payable to the Promoters, and it does not include any amounts by way of Sales Tax, Value Added Tax, Works Contract Tax, LBT, Service Tax, Goods and Services Tax or any other tax or demand that may be leviable on the construction being laid out by the Promoters or on the transaction of sale by the Promoters of the said Apartment to the Allottee, or of the transfer in favour of the Co-operative Society of apartment-purchasers formed in respect of the said building. If any amount is leviable or payable on the aforesaid account (whether presently imposed or imposed hereafter at any time by the State Government or the Central Government or the Municipal Corporation of Greater Mumbai or any other authority), including on the Promoters, either before or after the Allottee has taken possession of the said Apartment, the same shall be payable / liable to be reimbursed by the Allottee to the Promoters, in addition to the price payable at Clause 1A above. In such event, the Allottee covenants with the Promoters that he will, forthwith on a demand in that behalf being raised on him, pay and clear the same. It is further clarified that all consequences visited by law or as provided by these presents on, and all rights arising to the Promoters out of, non-payment of the agreed consideration (including liability to pay interest or penalty on default of payment on due date) shall be attracted to the non-payment by the Allottee of any such charge, levy or demand, as if (for the said purpose) the same also formed part of the consideration payable by the Allottee to the Promoters. The Allottee shall be liable to clear all such amounts prior to being entitled to claim or receive possession of the said Apartment from the Promoters.

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

Allottee shall comply with and discharge his obligation in relation to such impost or levy as applicable in full in the manner liable.

6. **OUTSTANDING DUES / SET OFF / ADJUSTMENTS**

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

7. **TDS**

The Allottee is aware that by virtue of provisions of Section 194-IA of the Income-tax Act, the Allottee is required to deduct TDS @ 1% of the consideration amount, wherein the consideration amount equals or exceeds Rs.50 lacs, and deposit the same to the credit of the Promoters. The Allottee shall accordingly (so long as such provision is in force) from and out of each instalment of consideration deduct 1% of such instalment (or at such revised rate as may be prescribed by the authorities at any relevant time hereafter) and deposit the same to the credit of the Promoters with the Income-tax Department within the time permitted therefor. The Allottee shall immediately after making such deposit submit proof of such payment to the Promoters and shall within the time stipulated – and not later – furnish to the Promoters the TDS Certificate in respect of such deduction and deposit. Any default in payment of TDS shall invite the same consequence as default in payment of any of the instalments herein as provided in these presents. Without prejudice to the aforesaid, the Allottee confirms that he shall not be entitled to claim possession from the Promoters and the Promoters shall not be liable to hand over possession of the said Apartment until the Allottee has furnished to the Promoters TDS Certificates for the entire amount of deduction as having been paid to the account and credit of the Promoters.

8. **ASSURANCES**

The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which have been imposed by the Municipal Corporation of Greater Mumbai at the time of sanctioning of the said

plans or thereafter, and shall, before handing over possession of the Apartment to the Allottee, obtain from the said Corporation Occupation Certificate and/or Completion Certificate in respect of the said building *EK JYOT SANMAAN* in which the said Apartment is situate.

9. **TIME IS OF THE ESSENCE**

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

10. **OBLIGATION TO MAKE PAYMENTS**

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

10.2 In the event the Allottee has obtained or availed of any loan from any Bank or Housing Finance Institution to fund or part-finance the purchase of the said Apartment or to pay the consideration and other monies payable hereunder, then and in that event, the Allottee hereby covenants with the Promoters that the amounts becoming payable by such Bank or Housing Finance Institution shall become immediately payable on the Promoters directly intimating such Bank or Housing Finance Institution of such amount having become due and payable, and hereby confirms and authorises the Bank / Housing Finance Institution to forthwith pay such amounts to the Promoters without being required to furnish any separate letter from the Allottee to such Bank or Housing Finance Institution, against their receiving an intimation from the Promoters in terms as above; notwithstanding the authority granted hereunder, the obligation to follow up and get the Bank or Housing Finance Institution to disburse the relevant instalment within the period payable shall be on the Allottee; further the Bank / Housing Finance Institution shall, in the first instance and pending the discharge of the entire consideration, have a claim on the amounts disbursed by it on account of the Allottee to the Promoters, and on discharge of the entire consideration, shall

acquire a security interest on the said Apartments and the rights of the Allottee thereto.

11. The Promoters declare that the Promoters have got building plans sanctioned for construction of an aggregate of 1134 sq.mtrs. built-up area (as computed for sanction purposes) using and utilizing 420 sq.mtrs. of FSI, 420 sq.mtrs. of Transferable Development Rights (TDR) and 294 sq.mtrs. of fungible FSI. The Promoters have disclosed that the full extent of construction laid out on the said plot form the subject matter of the development, and the subject matter of this Agreement.

12. **TIME SCHEDULE / DELAYS / POSSESSION**

The Promoters shall give possession of the said Apartment to the Allottee on or before 30th June 2019. If the Promoters fail or neglect to give possession of the said Apartment to the Allottee on account of reasons beyond their control and/or of their agents by the aforesaid date, and the Allottee chooses to withdraw from the Project, and conveys his intention so to do, then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by them in respect of the said Apartment with interest at the rate prescribed under the Rules from the date the Promoters have received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date if the completion of the said Building is delayed on account of (i) war, civil commotion or act of God, or (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court. The Allottee shall in such case simultaneous with receipt of such amounts make and execute a duly stamped Deed of Cancellation evidencing the cancellation of the Agreement for Sale executed in his favour, and a full and complete discharge to the Promoters of from and against any claim of the Allottee arising under or pursuant to this Agreement; the Allottee shall also register such Deed of Cancellation under the provisions of the Registration Act, 1908; further on such refund being made, the Allottee shall thereafter have no claim whatsoever under this Agreement against the Promoters, and the Promoters shall then be entitled to sell and dispose of such Apartment to any other person/s of their choice without the Allottee being entitled to raise any objection to the same. The Promoters further agree that if the

Promoters are unable to hand over the said Apartment to the Allottee within the date aforesaid, and the Allottee does not intend to withdraw from the Project, the Promoters agree to pay to the Allottee, on all amounts paid by the Allottee, for every month of delay, till the handing over of possession, interest as specified in the Rules.

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

13.1 The Allottee shall pay to the Promoters interest at such rate as may be prescribed under the Rules on all delayed payments of monies becoming due hereunder, including on instalments of price. If the Allottee fails to pay any amount due hereunder on the due date, and within a further period of 15 days of such due date (together with interest as payable), despite a written notice being delivered in that behalf, the same shall be construed as a **Default**. If the Allottee fails to pay the said sum (together with interest) after a second and a third like notice (as above) are issued, each of them shall again count as a Default. In the event the Allottee commits three Defaults in the aggregate in payment of the amounts due and payable under this Agreement to the Promoters or otherwise, either in respect of the same amount which originally became due, or of any three amounts which became due for payment during the course of the transaction herein and pursuant hereto, by failing to make payment as above, the notice issued by the Promoters for the third Default, shall on failure by the Allottee to comply with the terms thereof within the period provided therein, operate to terminate the Agreement herein. Failure to pay the monthly contributions during the period before transfer of the said plot to the Co-operative Society shall also on failure to make payment in the manner and within the period aforesaid operate as and constitute a Default, giving rise to the same consequences as above. In like manner in case the Allottee commits any breach of any of the other terms or provisions hereof, the Promoters shall, after giving to the Allottee fifteen days' written notice intimating of the specific breach committed by the Allottee call upon the Allottee to rectify such breach, and notify that in default of compliance, the Promoters shall be entitled to terminate the Agreement herein. On failure of the Allottee to remedy such breach within the period aforesaid, the Promoters shall be entitled at their discretion to terminate the Agreement herein. It is expressly clarified that payment of any amount less than the whole shall be

construed as a Default, and all consequences arising therefrom shall be construed accordingly.

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

13.3 Upon the events contemplated in Clause 13.1 materialising, and the Promoters terminating the Agreement herein, and the Promoters refunding to the Allottee the amount liable to be refunded in terms of the said Clause 13.2, the Promoters shall be entitled in the name of the Allottee to make and execute a Deed of Cancellation recording the cancellation of the rights agreed to be sold by the Promoters to the Allottee; the Allottee hereby irrevocably constitutes the Promoters as his Attorney with right power and authority to execute such Deed of Cancellation in the name of the Allottee upon the events herein provided materialising; the Allottee covenants with the Promoters that any exercise of such power shall be binding on him and on all persons claiming by under or through

him, and he shall not in any manner interfere with or obstruct the exercise by the Promoters (through their nominees) of such power, nor shall he do any act by which the exercise of such powers are in any manner impeded, hindered or interfered with; if the Allottee is aggrieved by any alleged wrongful exercise of powers by the Promoters (through their nominees) under the powers conferred by the Allottee, the Allottee shall be entitled to pursue his remedy against the Promoters in damages but any such exercise of power by the Promoters (through their nominees) of such power shall be binding on the Allottee and shall not be liable to be impeached, challenged or questioned; this forms one of the basis for the agreement herein between the Promoters and the Allottee. Further if the Allottee has availed of a loan from the Bank or Housing Finance Institution in respect of the said Apartment, the Promoters shall in effecting the cancellation pursuant to the right and authority vested in them hereunder, remit to the Bank / Housing Finance Institution to the account and credit of the Allottee the amount paid by the Bank / Housing Finance Institution to the Promoters towards and on account of the said Apartment against the Bank issuing a release and discharge of their claims against the said Apartment and the security created in respect thereof to the Promoters. The Promoters shall thereupon stand discharged of their obligations to such Bank / Housing Finance Institution. In such event, if the Bank / Housing Finance Institution has any claim over and above such amounts received from the Promoters, the Bank / Housing Finance Institution shall claim and recover the same from the Allottee, and no such claim shall attach to the said Apartment or against the Promoters; further the Promoters shall, in such event, be entitled to claim from the Allottee any unrealised amounts out of the amounts liable to be received by them in terms hereof, consequent on cancellation, by recourse to their other remedies in law.

13.4 For the purpose of Clauses 13.1 to 13.3 above, the forwarding by the Promoters of a cheque for such amounts as are liable to be refunded in terms of Clause 13.2 above drawn in favour of the Allottee to the address of the Allottee as recorded at Page No.1 hereof shall be sufficient compliance of all obligations owed by the Promoters in that behalf; the Allottee confirms that on the Promoters remitting such cheque, and executing a Deed of Cancellation by recourse to the powers conferred by the Allottee separately (as hereinbefore referred), the Promoters shall thereafter be entitled to deal with and dispose of the said

Apartment to any other person, free of any claim of the Allottee to the said Apartment.

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

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

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

The Promoters shall after obtaining Occupation Certificate and/or Building Commencement Certificate from the Municipal Corporation of Greater Mumbai for the said building *EK JYOT SANMAAN* in which the said Apartment is situate offer possession of the said Apartment to the Allottee in terms of this Agreement. The Promoters agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities or documents on the part of the Promoters. The Allottee shall take possession of the said Apartment within fifteen days of being offered such possession, by making payment of all amounts due and payable hereunder (including the amounts specified in Clauses 5 and 7 above and Clause 21.1 below) by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement. On failure of the Allottee to take possession of the said Apartment on being offered possession by

the Promoters in the manner provided herein, the Allottee shall, without prejudice to any other liabilities which he may incur under this Agreement and be liable under law, become also liable to pay to the Promoters, and the Promoters shall become entitled to recover from the Allottee, the maintenance charges payable in respect of the said Apartment.

16. **DEFECT LIABILITY**

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

16.2. The Promoters have conveyed to the Allottee and the Allottee acknowledges that the Promoters are not in the business of manufacture of lifts, parking systems and/or of the several equipments provided either as a Common Amenity or Limited Common Amenity or in individual apartments; the mechanised multi-level parking system and the passenger lifts and other equipments provided in the said building would be sourced from supplier(s) dealing in the product line. While the Promoters would obtain appropriate warranties as are customary from the supplier(s) of such product(s), the Allottee shall use the said facility at his own risk and in the event of any mishap or accident in the course of working of the said facility, the Allottee shall in all events have his remedies on any account whatsoever against the concerned supplier, and not against the Promoters. The Promoters shall make available the benefit of the warranties available to them in the course of purchase by them of such equipments and/or unexpired portions thereof to the Society. It is clarified that by granting / allotting parking spaces to the acquirers or allottees of parking spaces, the Promoters shall not be deemed to have assumed any responsibility or held out any warranty as to its fitness for the purpose intended, or as to its safety or ability to serve the purpose intended. The Allottee shall jointly with the other

persons availing the said facility / lift(s) / equipment(s) provided in the Common Areas and/or the equipment(s) provided in the said Apartment be liable to ensure that the said facility / lift(s) / equipment(s) is/are used in the manner mandated to be used as a prudent person, and further from time to time along with the other persons entitled to and availing the said facility / lift(s) / equipments attend to the servicing and maintenance of the said facility / lift(s) / equipment(s), and for the said purpose contribute proportionately jointly with the other persons entitled to and availing the said facility / lift(s), and other equipments held in common. The Allottee shall comply with, and also secure and obtain compliance by all persons of all conditions as to the use of such facility / lift (s) / equipments so as to not forfeit the warranty(ies) thereon. The Promoters shall also not be deemed to have assumed any liability or held out any warranty as to the various items provided in the individual Apartments, and shall pass on the warranty extended by the supplier to the Promoters, to the extent of the unexpired / residual term thereof. Further in the event the Allottee, insofar as it relates to equipments provided in the said Apartment, and any of the Allottees, or their representative or Society, insofar as it relates to any of the equipments provided in the Common or Limited Common Areas, changing or carrying out any unauthorised works thereto, all obligations of the Promoters in whatsoever manner arising shall come to an end. In like manner, on any renovation or further or additional works carried out by the Allottee to the said Apartment, or the acquirers of apartments generally or the Society to the common portions of the said Building, the Promoters' obligations as to any alleged defect in workmanship shall automatically lapse and come to an end.

17. **COVERED PARKING**

The Promoters record and clarify that the Parking Spaces in the mechanised facility provided in the Stilt level, wherever granted / allotted, shall comprise an exclusive right to park a non-commercial light motor vehicle in such stack facility, and a non-exclusive right to access such stack facility through limited common portions of the said stilt. Each designated stack parking slot shall entitle parking of one vehicle. Such stack parking slot shall not be enclosed, and shall only be designated by an identifiable differentiator. The same shall be used by the Allottee as a prudent person, and where the stack facility is shared as between

different allottees, shall use the same in a manner as to facilitate unobstructed and shared use by such sharer, and without disrupting, obstructing or jeopardising the right of such sharer to use his slot. The Allottee shall also not do anything which may cause damage to the said facility, or the uninterrupted use of the same. The price for such Parking Space is lumpsum. The Allottee has prior to the execution hereof inspected the said Car Parking Space(s) / location where the Stack facility to be allotted to him is located/installed, and the specifications thereof, and satisfied himself of the location thereof, its physical extent and the suitability of the same to park the motor vehicle which he intends to park thereon. The Allottee confirms that he shall accordingly not hereafter be entitled to make or raise any grievance on such account. Such Parking Slot shall always be held appurtenant to the said Apartment and shall only be dealt with along with the said Apartment. Further the Parking Slot shall not be permitted for use / parking of vehicles by a non-resident of the building.

18. **SOCIETY FORMATION**

18.1 The Allottee shall actively assist and co-operate in the formation of a Co-operative Society of apartment-purchasers in the said building **EK JYOT SANMAAN**, (jointly with the allottee/s of Permanent Alternate Accommodation to the erstwhile tenants/occupants formerly occupying premises in the building **MANGESH BHUVAN** which formerly stood on the said plot, as referred to in the recitals) with bye-laws similar to the prescribed Model Bye-laws, with necessary changes therein as may be deemed necessary, and become and be a member thereof. The Allottee shall for the said purpose from time to time and as and when called upon by the Promoters sign all letters writings and documents, including the application for membership in the said Society and for its registration, including the bye-laws and other relevant papers within seven days of demand; he will not object to any change which may have to be made in the same as may be thought necessary or suggested by the registering authority; he will also do all other acts deeds matters and things as the Promoters herein and/or the promoters of such Society may reasonably require for the purpose.

18.2 Though as intended, the Promoters are to get the acquirers / allottees of apartments in the building **EK JYOT SANMAAN** to register a separate Society and to get such Society enrolled as a member of the Postal Co-operative Housing

Society Ltd. and recognized as the Transferee and vestee of the lease granted by the Society in respect of the said plot, in the event a Co-operative Society cannot be got registered in respect of the building **EK JYOT SANMAAN** for any reason whatsoever or it is not possible to transfer and vest the membership rights in the Postal Co-operative Housing Society Ltd. and the shares and the benefit of the lease of the said plot in favour of the Society to be got registered of apartment-purchasers, then and in that event the Promoters shall facilitate the formation of some other form of Common Organisation and for transfer and vesting of the shares issued by the Postal Co-operative Housing Society Ltd. and the membership rights and leasehold rights of the plot to and in favour of such Common Organisation; the Promoters shall in such event seek to achieve appropriate arrangements to secure to the Allottees / holders of Apartments in the building **EK JYOT SANMAAN** equitable apportionment of and fair inter se exercise of rights amongst such holders / allottees, the Allottee has agreed to purchase and acquire the said Apartment with notice of the said stipulation and shall co-operate in achieving the aforesaid and not object to the same. In the event such eventuality materializes all references to the Society of allottees / acquirers of apartments in **EK JYOT SANMAAN** in this Agreement shall be construed as reference to such Common Organisation and the provisions herein shall be construed accordingly.

18.3 All costs charges and expenses of and incidental to the aforesaid shall be borne by the apartment-purchasers.

19. **TRANSFER AND CONVEYANCE**

19.1 The Promoters have disclosed to the Allottee that on the date of commencement of the Real Estate (Regulation and Development) Act 2016, the Promoters had already commenced the Project. The Promoters have further conveyed that they have also since obtained the permission from the Collector vide letter dated 28th May 2018 for transfer and assignment of the leasehold rights of the plot in their favour. In terms of the scheme of development as proposed, they would transfer and assign the lease of the said plot and conveyance of the building constructed thereon to and in favour of the Society of apartment-purchasers in the building **EK JYOT SANMAAN**. The Promoters further intend

that such Society would be admitted and would become and be a member of the Postal Co-operative Housing Society Ltd. and get transferred the shares issued by the Society to and in their name. The Promoters have explained that such transfer would be subject to the terms, if any, stipulated by the State Government, including any condition as to payment, and also subject to compliance of conditions as may be prescribed by the Postal Co-operative Housing Society Ltd., the Lessors of the said plot. All costs charges and expenses of and incidental to such transfer and assignment, including any amounts payable to the State Government or the (Postal Co-operative Housing) Society (Ltd.) shall be borne and paid by the Society.

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

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

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

deficit, if any, from one or more of them; the acquirers of apartments as members of the Society shall make up and adjust amongst themselves their respective accounts - the Allottee shall not be entitled to make any grievance or take any objection to the consolidation of all receipts and expenses in respect of the different apartments in the said building as aforesaid.

21. **DEPOSITS AND CHARGES**

21.1 The Allottee shall, in addition to the consideration amount payable under Clause 1A above, before taking possession of the said Apartment deposit with the Promoters (as presently tentatively estimated) the following amounts, viz.

- i. Rs.600/- (Rupees Six hundred only) towards the cost of 10 shares in the Society and entrance fees thereto,
- ii. Rs.20,000/- (Rupees twenty thousand only) towards the proportionate share of the Allottee in respect of the said Apartment in the professional fees of the Advocate engaged but excluding the out-of-pocket charges and expenses for preparing, engrossing, stamping and registering the different documents, declarations, etc. to be executed by the Promoters, the acquirers of apartments in the said building and the proposed Society from time to time and for registration of the Society,
- iii. Rs.60,000/- towards the proportionate contribution of the Allottee for reimbursement of the deposits paid or payable in respect of the said apartments, such deposits to include the actual or a proper proportion of the deposits paid or payable to the local authority, electric supply agency, gas supply company (if provided), etc. on account of deposit, water supply and for amenities and services provided in the said building,

- iv. Rs.90,000/- being twelve months' advances of the outgoings calculated @ Rs.7,500/- per month provided in Clause 20 above,
- v. Rs._____ towards professional fees of the Advocates for preparing engrossing and stamping this Agreement for Sale of the said apartments to him, and
- vi. As may be applicable towards the actual or proportionate share of the Allottee in the stamp duty and registration charges, if any, payable in respect of the said apartments on transfer and assignment of the leasehold rights in respect of the said plot and conveyance of the building constructed thereon to and in favour of the Society as also all costs, including professional fees incurred in or about the same.

Of the above, the Promoters shall receive the amounts at Clauses 21.1(i), 21.1(ii), 21.1(iv) and 21.1(vi) as deposits, and shall render account in respect of the same; insofar as the other amounts are concerned, they shall not be liable to render any account in respect of the same, and the same shall be apportioned towards and as agreed charges. Further, the amounts specified in Clauses 21.1(i), 21.1(ii), 21.1(iv) and 21.1(vi) are all indicative and tentative.

21.2 The amounts paid at Clause 21.1 shall not bear interest. The Promoters shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, i.e. the amounts at Clauses 21.1(i), 21.1(ii), 21.1(iv) and 21.1(vi), and shall utilise such amounts only for the purpose for which they have been received. The Promoters shall not, if they have collected any contribution from the Allottee (in respect of the amounts at 21.1(i), 21.1(ii), 21.1(iv) and 21.1(vi) only), render to the Allottee any separate account of the collections made from him and/or of the expenses incurred in respect of the said Apartment; the rendition of the consolidated account to the Society and settlement of such account shall discharge the Promoters of their responsibility to refund excess, if any, out of such collections made from one or more of the acquirers of apartments

and/or of recovering the deficit, if any, from one or more of them; the acquirers of apartments as members of the Society shall make up and adjust amongst themselves their respective accounts - the Allottee shall not be entitled to make any grievance or take any objection to the consolidation of all receipts and expenses in respect of the various Apartments in the said building as aforesaid.

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

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

- a. the Promoters are, by virtue of the Assignment obtained by them of the leasehold rights of the said plot and ownership of the building formerly standing on the said plot, entitled to develop the Project on the said plot shown so marked on the plan, *Annexure "I"* hereto, and are in actual, physical and lawful possession of the said plot for implementation of the Project,
- b. the Promoters have lawful rights and requisite approvals from the Municipal Corporation of Greater Mumbai to carry out development of the Project and shall obtain the further requisite approvals from time to time to complete the development of the Project,
- c. there are no encumbrances on the Project,
- d. there are no litigations pending before any court of law in respect of the Project,
- e. all approvals, licences and permits issued by the Municipal Corporation of Greater Mumbai with respect to the Project are valid and subsisting and have been obtained by following the due process of law; further all approvals, licences and permits to be issued by the Municipal Corporation of Greater Mumbai with respect to the Project shall be obtained by following due process of law and the Promoters have been and shall at all times remain in compliance with all applicable laws in relation to the Project,

- f. the Promoters are entitled to enter into this Agreement and have not committed or omitted to perform any act or thing whereby the right title and interest of the Allottee created herein may be prejudicially affected,
- g. the Promoters have not entered into any Agreement for Sale and/or Re-Development Agreement or any other Agreement or Arrangement with any person or authority with respect to the Project and/or the said Apartment which would in any manner affect the rights of the Allottee under this Agreement,
- h. the Promoters are (subject to the obligations to the Postal Co-operative Housing Society Ltd. and to the State Government as disclosed herein) not restricted in any manner whatsoever from selling the said Apartment in the manner contemplated in this Agreement,
- i. on assignment of the leasehold rights of the said plot and conveyance of the said building and structures constructed thereon to and in favour of the Society got registered by the acquirers and holders or apartments therein in the manner as provided elsewhere in these presents, the Promoters shall hand over lawful vacant peaceful physical possession of the common areas in the said building to such Society,
- j. the Promoters have duly paid and shall continue to pay and discharge the undisputed Government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings whatever payable with respect to the said plot (and the Project) to the Municipal Corporation of Greater Mumbai and other concerned authorities, and
- k. the Promoters have not received any notice from the Government or from the Municipal Corporation of Greater Mumbai or under or by virtue of any legislative enactment, government ordinance or notification (including any notice for acquisition or requisition of the said plot or any part thereof) other than as disclosed herein and in the Title Report.

23. **COVENANTS OF THE ALLOTTEE**

The Allottee on taking possession of the said Apartment, with intention to bind all persons in whomsoever, hand the said Apartment may come, covenants with the Promoters that -

- a. he will pay to the Promoters the instalments of price of the said Apartment and other amounts becoming due hereunder (including the amounts specified in Clause 21.1 payable against possession of the said Apartment) on the respective due dates as provided herein, time being of the essence,
- b. he will take possession of the said Apartment within fifteen days of the Promoters offering him possession thereof after executing appropriate documents recording and evidencing such possession, and pursuant to and to effectuate the provisions hereof,
- c. he will abide by the terms of the lease and the bye-laws of the head-Society, and not commit any breach of the terms thereof,
- d. he will use and/or permit to be used the said Apartment only as residence or for such other purpose as may be permitted by the concerned local authority, and will not use or permit to be used the said Apartment for any other purpose, and in particular for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of neighbouring building/s/apartments or for any illegal or immoral purposes,
- e. he will not store in the said Apartment any goods of a hazardous, combustible or dangerous nature, or which is likely to damage the construction or structure of the said building, or the storage of which is objected to or not approved/licensed by the concerned local or other authority, or carry or cause to be carried heavy packages to the upper floors of the said building which may damage the entrances, staircase and common passages of the building,

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

- f. he will not throw or permit to be thrown any dirt, rubbish, rags, garbage or other refuse from the said Apartment into the common portions of the said building,
- g. by reason of acquiring a premises in the said building, he will not park any car in the open compound of the building or claim any right to park motor vehicles in the stilt of the said building or the multi-level mechanised facility to be provided therein; if he so desires, he will park his vehicles in the Car Parking Slot in the multi-level mechanised car parking space acquired from the Promoters on 'ownership' basis or on licence, and subject to payment of any charges due on account thereof until transfer of the said building and/or the said Project to the Society,
- h. he will not encroach upon or make use of any portion of the said buildings not agreed to be acquired by him,
- i. he will restrict his claims only to the said Apartment agreed to be acquired by him hereunder, and not claim any right to put up any construction on the said property or to make any variations or alterations in the said Apartment, and also not claim any right to put up additional construction which may result in the reduction of further area of construction, if any, permissible on the said property,
- j. he will not let out sub-let, transfer or part with possession of the said Apartment or transfer or assign his right title or interest in the said Apartment or the benefit factor of this agreement until all amounts payable hereunder to the Promoters have been fully paid and discharged, and only if there is no subsisting breach or non-observance of any of the terms conditions or provisions hereof,
- k. he will at his own costs carry out all internal repairs and maintain the said Apartment in good and tenantable repair and condition from the date of his taking possession of the same and not do or suffer to be done anything in or to the said building or the said Apartment or in the staircase or passages thereof which may be against the rules, regulations or bye-laws of the

concerned local or any other authority, or alter or make any addition in or to the said building or the said Apartment,

- l. he will not slaughter any animals in the precincts of the said building,
- m. he will not hang clothes for drying or otherwise on any of the outside walls, grills or windows of the said Apartment, and hang and dry clothes only in designated areas within the said Apartment,
- n. in respect of any (one or more) split air-conditioners provided by him in the said Apartment, he shall provide the external unit only at the site designated and authorized therefor, and not at any other location; further he shall not puncture or cause any holes to be made in the dead walls of the Apartment,
- o. not change the external elevation or colour scheme of the said building/apartment, nor of the common areas, including the lobby and the areas outside the main door of the concerned Apartment,
- p. not fix/install grills to the windows or grills or safety doors to the main doors of the said Apartment, save and except after obtaining the prior written permission of the Promoters, which permission the Promoters shall give without claiming any monies on account thereof, but subject only to the stipulation as to the same being of a specification of design prescribed by the Promoters in the interest of maintaining uniformity in the elevation and look of the various apartments in the said buildings,
- q. he will not do or permit to be done any act or thing which may render void or voidable any insurance of the said building in which the said Apartment is situate or any part thereof or whereby any increased premium may become payable in respect of such insurance,
- r. he will not demolish or cause to be demolished the said Apartment or any part thereof, nor close or permit to be closed the verandah/s or balconies of the said Apartment or make or cause to be made any addition or alteration of whatsoever nature to or in the said Apartment or any part thereof or effect any alteration in the elevation or colour scheme of the building, and

will keep the sewers, drains, pipes, etc. in the said building/Apartment in good and tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the building and not chisel or in any other manner damage the columns, beams, walls, slabs, RCC parties or other structural members in the building without the prior written permission of the Promoters or of the Society,

- s. the Allottee shall bear and pay a proper proportion of the dues, duties, impositions, outgoings and other burdens of any nature and kind whatsoever at any time hereafter imposed upon the said property and/or the building and/or upon the promoters or Allottees of apartments therein by any authority, including the Municipal Corporation, revenue authorities, etc. in respect of the said property or the said building or the said apartments including on account of the user thereof,
- t. along with acquirers of other apartments in the said building, he will pay to the local authority, State Government, the Postal Co-operative Housing Society Ltd. or any other authority any lease rent, betterment charge, development tax, fire tax or any other tax or levy payable in respect of the whole of the said property, sharing the same amongst themselves in proportion to the carpet areas of the different apartments in the said building,
- u. the Allottee shall on formation of the said Society do all acts as may be required to join and confirm any resolution for affirming the allotment by the Promoters of the car parking spaces in the building to the various acquirers of apartments therein and to the Promoters to whom the same are granted/allotted,
- v. within one month of demand by the Promoters, he will rectify any defect or want of repairs pointed out to him by the Promoters in the said Apartment/building,
- w. he will carry out along with the acquirers of other apartments in the said building at their joint costs, without holding the Promoters liable or responsible for the same, all repairs, additions and alterations in or to the

said building and the said Apartment as may be required to be carried out by the Government, local or any other authority after issue of Occupation/Completion Certificate for the same,

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

keeping in good order and condition all sewers, drains, pipes, cables, water pipes, gutters, electric wires, etc. in the said building and for other similar purposes, and also for cutting off water/electric supply to any apartments in the said building the occupant whereof may have committed breaches of the terms of the agreement executed by him with the Promoters, or the bye-laws and regulations of the Society, and also for overseeing the observance by the Allottee of the conditions subject to which the Allottee is permitted to carry out any works in the said Apartment,

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

and further that it is not exposed to or becomes a carrier of any disease, and

dd. he shall observe and perform all the rules and regulations which the Society (or other Common Organisation formed in respect of the said Building as stated elsewhere in these presents) may adopt at its inception and the additions, alterations or amendments thereto that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies; he shall also abide by conditions laid by the Society regarding occupancy and use of the Apartment in the Building, and further shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

24. This agreement to the extent it lays down covenants on the part of the Allottee to be observed for the common benefit of all acquirers of apartments in the building **EK JYOT SANMAAN** is for the benefit of all acquirers of apartments in the said building, and the terms and conditions thereof shall be available for enforcement not only by the Promoters herein but also, by the other members of the Society got registered in respect of the said Building.

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

26. The Promoters have registered the Real Estate Project of which the said Apartment, being the subject matter of these presents within the MahaRERA under the provisions of the Real Estate (Regulation and Development) Act 2016 under Registration Number P-51800011782.

27. The name of the building being presently constructed on the said property shall be **EK JYOT SANMAAN**, and the name of the Society which shall be got registered by the acquirers of apartments in the said building shall to the extent permissible also contain the said name, and the Allottee herein or the other apartments-purchasers in the said building or the Society shall not change the same.

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

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

29. **FACILITY MANAGEMENT**

The Promoters have informed the Allottee that the Promoters would with a view to secure that until the Society got registered in respect of the said building by the acquirers of apartments therein are able to take full and complete charge of the administration of the said building, and with a view to secure that on account of dissensions amongst the purchasers of apartments, the maintenance servicing and working of the various amenities and facilities provided in the building do not suffer, the Promoters reserve the right to tie up with a professional Facility Management Agency for provision of cleaning of the common portions of the building, lift and staircase, collection and disposal of garbage from individual apartments, the working of water supply arrangements, the provision of proper security arrangements, the working of equipments which may be provided for securing safety of the occupants of the building provided in the said building, the maintenance of common portions in the said building and attending to the general maintenance of the said building. As a term of the Agreement herein, with a view

to achieve the aforesaid, the Promoters have stipulated that they would be entrusting the aforesaid facilities, in the first instance, to a Facility Management Agency and the acquirers of apartments would be liable, as part of their obligations, to contribute the proportionate share of the amounts payable by them, including the fees and charges payable by them to the Facility Management Agency. The Allottee has acquainted himself with the said stipulation and the consequences thereof, including the resulting financial implications therefrom. The Allottee confirms that he shall abide by and give effect to the said stipulation and not raise any grievance about the same.

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

31. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee, and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the application of the Allottee shall stand cancelled without any further act of parties, and all sums deposited by the Allottee in connection therewith, including the booking amount shall be forfeited to the Promoters, and the Allottee shall then

cease to have any right or interest to or in the said Apartment or against the Promoters.

32. **ENTIRE AGREEMENT**

The parties hereto record that the Agreement herein with its schedules and annexures constitutes and records the entire Agreement between the parties hereto with respect to the subject matter hereof, and all understandings, agreements, allotment letter, correspondence, arrangements, whether written or oral, if any between the parties with regard to the said Apartment are superseded and/or merged in these presents. The parties hereto further confirm that there is no other collateral agreement or arrangement between the parties hereto. Accordingly, the Allottee shall not set up or plead any right or claim on the basis of any brochures or other promotional material that may have been circulated or that may hereafter be circulated in respect of the said building and the development proposed therein, it being agreed between the parties hereto that the full and complete agreement between the parties is as recorded in these presents, and all previous representations shall be deemed to be merged in what is recorded by these presents.

33. **WAIVER**

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

34. **NOTICE**

All notices to be served on the Allottee in connection with this Agreement shall be deemed to have been duly served on the Allottee if sent to the Allottee by Registered Post A.D. or by Courier or by Hand Delivery or by E-mail to the address / email ID (as the case may be) of the Allottee hereinbefore mentioned / provided by the Allottee from time to time. The address of the Allottee for the purposes of this Agreement is as set out in the opening para of this Agreement. A

notice shall be deemed to have been served (a) if personally delivered at the time of delivery and (b) if sent by Courier, Registered Post A.D. or by E-mail, at the time of delivery thereof to the person receiving the same. In the event the Allottee changes his address as recorded with the Promoters, he shall intimate the same to the Promoters, and thereupon all notices and communications shall be addressed to the changed address. Unless otherwise notified, communication to the address recorded with the Promoters shall be deemed to be duly served.

35. **JOINT ALLOTTEES**

In case there are joint Allottees, all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him, which shall, to all intents and purposes, be deemed to have been properly served on all the Allottees.

36. **RIGHT TO AMEND**

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

37. **SEVERABILITY**

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

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

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

39. **FURTHER ASSURANCES**

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

40. **PLACE OF EXECUTION**

The execution of this Agreement shall be completed only upon its execution by the Promoters through its signatory at the Promoters' office set out above. After the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution of this Agreement, this Agreement shall be registered at the office of the concerned Sub-Registrar of Assurances.

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

42. **GOVERNING LAW**

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

43. **STAMP DUTY AND REGISTRATION**

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT the land being Plot No.23 on the estate of the Postal Co-operative Housing Society Ltd., bearing CTS Nos.491, 491/1 and 491/2 of Chembur and admeasuring as per CTS records 421.41 sq.mtrs., situate in the Registration Sub-District of Kurla, District Mumbai Suburban and bounded as under, viz.

On or towards the North : By Plot No. 24
 Or towards the East : By 30' wide Road
 On or towards the South : By Plot No, 22
 On or towards the West : By 15' wide Road

and shown bounded by thick bounded lines on the plan annexed hereto and marked *Annexure "I"*.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(being a description of the Apartment forming the subject matter of these presents)

ALL THAT the Apartment No. _____ on the _____ Floor of **EK JYOT SANMAAN** admeasuring _____ sq.ft., i.e. _____ sq.mtrs. or thereabouts carpet area constructed on the lands more particularly described in the **First Schedule** hereinabove written together with Car Parking Slot(s) No(s). _____ and _____ in the Stack Car Parking Space provided under the Stilt of the building.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the amenities and facilities to be provided

in the building *EK JYOT SANMAAN*)

Flooring:

Walls & Ceiling:

Doors & Windows:

Electrical Fittings:

Bathrooms :

Kitchen:

General :

THE FOURTH SCHEDULE ABOVE REFERRED TO:

Common areas

1. Open compound
2. Entrance Foyer
3. Terrace above the top of the building
4. Staircase Block
5. Pump Room
6. Lift Room and Lift well

Limited Common Areas:

1. Lobby / Passage on every floor
2. Car Parking Areas at the Stilt Floor

Common Amenities:

1. Underground and overhead water tanks
2. Passenger lifts

- 3. Light and electrical fittings in the staircase, entrance hall and in the common passage, meter room,
- 4. External Plumbing fittings
- 5. Fire fighting system

SIGNED and DELIVERED by the)
withinnamed PROMOTERS) for **EK JYOT PROPERTIES,**
EKJYOT PROPERTIES)
by the hand of its Partner)
Mr. _____)
in the presence of:) Partner

SIGNED and DELIVERED by the)
withinnamed ALLOTTEE)
_____)
in the presence of:)

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

WE SAY RECEIVED,
For **EK JYOT PROPERTIES,**

Partner
Promoters

Witnesses:

DATED THIS _____ DAY OF _____ 201____

Between

EK JYOT PROPERTIES

And

AGREEMENT FOR SALE

of Apartment No. _____ on the _____ Floor
with Car Parking Space No. _____ in the stack-
parking facility / cantilevered parking in the
compound of the building ***EK JYOT SANMAN*** at
Chembur, Mumbai 400 074.

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