

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

SARVAPRIYA LEASING PRIVATE LTD.,

a Company incorporated under the Companies Act, I of 1956, and having its Registered Office at 563, Dieal Annex, Central Avenue Road, Chembur, Mumbai 400 071, and holding Permanent Account No. AAC6159D

hereinafter called “**the FIRST PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the ***First Part***,

SADGUNA REALTY,

a partnership firm registered under the Indian Partnership Act,1932 and having its Principal Place of business at Ashish Theatre, Mahul Road, Chembur, Mumbai 400 074 and holding Permanent Account No. ABZFS7965G

hereinafter called “**the SECOND 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 survivors or survivor of them and the heirs executors and administrators of the last surviving partner and his/her/its assigns) of the ***Second Part***

(the***First Promoter*** and the ***Second Promoters*** are hereinafter collectively briefly referred to as “***the Promoters***”)

And

Mr./Mrs./Miss/Messrs. _____

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

_____ and holding Permanent Account No(s).

hereinafter 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 *Third Part*:

W H E R E A S:

- A. By and under a Conveyance dated 18th May 1953 registered at the Mumbai Sub-Registry under Serial No.2996 of 1953 on 16th June 1953, one JamnadasDossaThakker and his wife Ramkooverben purchased and acquired as joint tenants from one Narayan DharamseyMistri Plot No.611 in Suburban Scheme No. III of Chembur bearing CTS No.431 and 431/1 to 15 of Village Chembur, TalukaKurla, District Mumbai Suburban situate at V.N. PuravMarg, Chembur, Mumbai 400 071 and more particularly described in the *First Schedule* hereunder written (hereinafter referred to as “*the said property*”) for the consideration and in the manner therein set forth and recorded,

- B. The said JamnadasDossaThakker died on 26th November 1969, and thereupon his right title and interest in the said property devolved on his widow, Ramkooverben, being the surviving joint tenant,
- C. The said Ramkooverben died at Mumbai on 1st July 1997 after making and publishing her Last Will and Testament dated 17th February 1990, registered at the Bandra Sub-Registry under Serial No.1090 of 1990 whereunder she bequeathed the said property to her son LaxmidasJamnadasThakker and her daughter-in-law Mrs. HansaGauri @ HansabenThakker jointly,
- D. The said LaxmidasJamnadasThakker predeceased the said Ramkooverben, he having passed away on 2nd November 1991: accordingly on the death of the said Mrs. Ramkooverben the said property devolved on the said Mrs. HansaGauri @ HansabenThakker absolutely,
- E. The said Mrs. HansaGauri @ HansabenThakker (by a Deed of Conveyance dated 25th August 2004 registered at the Kurla Sub-Registry under Serial No.7540 of 2004) sold transferred and conveyed the said property to the First Promoters together with the building **HARI BHUVAN** standing thereon more particularly described in the **First Schedule** hereunder written for the consideration and in the manner therein set forth and recorded,
- F. There then stood on the said property a building called **HARI BHUVAN** comprising of Ground and one upper floor and a solitary room on the Second Floor thereof; there also stood on the compound of the said property certain sheds and stalls; several of these rooms, sheds and stalls were occupied by third party occupants claiming to be the monthly tenants thereof,
- G. The said building **HARI BHUVAN** was in a dilapidated state,
- H. By a Deed of Joint Venture dated 19th September 2013 entered into between the First Promoters and the Second Promoters and registered at the Kurla 3 Sub-Registry under Serial No.KRL-3/7939 of 2013, the First Promoters agreed to redevelop the said property in Joint Venture with the Second Promoters for the consideration and on the terms and conditions therein set forth and recorded,

- I. The Promoters were seeking the co-operation of the occupants in the said property to redevelop the same: in the meanwhile the Municipal Corporation of Brihanmumbai issued notice under Section 354 of the Mumbai Municipal Corporation Act, 1888 intimating that the said building **HARI BHUVAN** was in an extremely dilapidated state, and posed threat to life and property, and requiring the First Promoters to pull down the said building,
- J. In the background of the aforesaid notice and certain further notices issued by the Corporation, and in view of the building **HARI BHUVAN** having been certified to be of “C1” – Category, i.e. in a dilapidated state and in need of urgent demolition, the First Promoter, and the Second Promoters jointly filed Writ Petition No.1651 of 2014 in the Hon’ble Bombay High Court seeking, inter alia, a writ, order and direction to the Corporation to pull down the said building,
- K. Subsequent to the filing of the said Writ Petition, the non-consenting occupants, who had continued to occupy their respective premises despite being intimated that the building was in a dilapidated state, by successive agreements submitted to Consent Minutes of Order, in terms whereof (save and except the occupant of a stall) all the occupants agreed to accept a permanent alternate accommodation each in the new building to be constructed on the said property; the occupant of the stall accepted monies, and vacated the stall, and surrendered his claims,
- L. Subsequent to the passing of such Orders, the Promoters obtained vacant possession of all premises in the said building **HARI BHUVAN** and demolished and pulled down the same, as also the sheds and stalls standing thereon,
- M. The Promoters thereafter commenced redevelopment of the said property (hereinafter referred to as “*the Project Lands*”) in terms of a Scheme which envisaged that -
 - a. the Promoters would get sanctioned for construction a new building on the Project Lands, using and utilizing the full extent of construction permissible thereon,

- b. the Promoters would provide to the occupants who had vacated their premises and consented to accept a permanent alternate accommodation, apartments of agreed area on 'ownership' basis in the new building to be constructed on the Project Lands,
 - c. the Promoters would sell the remaining apartments to interested third parties on 'ownership' basis, and
 - d. the Promoters would in due course, on completion of redevelopment of the Project Lands and on sale of all apartments in the said building and realization by them of all monies due to them, transfer to a Co-operative Society got registered by the allottees of the permanent alternate accommodation and the acquirers from the Promoters of apartments on 'ownership' basis, the Project Lands together with the new building constructed thereon,
- N. Pursuant to the aforesaid Scheme the Promoters got plans sanctioned from the Municipal Corporation of Brihanmumbai for construction on the Project Lands of a building to be named **RAJ EKJYOT SUKRUTI** of basement, part-ground, part-stilt and seven upper floors and are laying out construction on the Project Lands in terms of such sanctioned plan as amended from time to time,
- O. The Promoters have disclosed to the Allottee that the said building **RAJ EKJYOT SUKRUTI** comprises of two Wings, Wing "A" and Wing "B"; further two shops are laid on the front portions of the Ground Floor and commercial apartments on the front portions of the First Floor, and residential apartments are laid on the other portions of the said building; the Promoters have also conveyed to the Allottee that there are covered parking in the basement to be accessed by a car lift as also on the stilt in the rear portions of the building for parking of non-commercial light motor vehicles, which the Promoters would allot to interested persons on terms agreed with such persons,
- P. The Allottee has expressed a desire to acquire Apartment No. _____ on the _____ Floor of the said building **RAJ EK JYOT SUKRITI** being constructed by the Promoters,

- Q. The Promoters have further disclosed to the Allottee the information and offered to the Allottee inspection of the documents relating to the Project and the plans designs and specifications prepared by the Promoters' Architects Mr. Bhupendra Patrawala and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "***the RERA Act***") and the Rules and Regulations made thereunder,
- R. The Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects,
- S. The Promoters have appointed Mr. Shrinivas Mahamuni, Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the Structural Engineer till the completion of the said Building,
- T. The Promoters have registered the Project under the provisions of the said Act with Maha RERA at No. _____; authenticated copy whereof is annexed hereto and marked **Annexure "3"**,
- U. The Promoters have, by virtue of the Re-Development Agreement executed in its favour as aforesaid, the sole and exclusive right to sell the Apartments in the buildings now under construction by the Promoters on the said lands as the Project, and to enter into Agreements with allottee(s) of the Apartments and to receive the sale consideration in respect thereof,
- V. Authenticated copies of the Certificate of Title issued by Messrs. Narayanan and Narayanan, Advocates and authenticated copies of Property Card and the CTS Plan of the said lands are annexed hereto and marked **Annexure "4"** and **Annexure "5"** respectively,
- W. Authenticated copies of the IOD and CC sanctioned by the Municipal Corporation of Greater Mumbai (and the amendments thereto) are annexed hereto and marked **Annexure "6"**,

- X. 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,
- Y. 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 lands, and upon due observance and performance of which only the Occupation Certificate and/or Building Completion Certificate in respect of the said Building shall be granted by the Municipal Corporation of Greater Mumbai,
- Z. The Promoters are carrying on construction on the said lands in accordance with the sanctioned plans and pursuant to their aforesaid Scheme,
- AA. Under Section 13 of the said Act the Promoters are required to execute a written Agreement for Sale of the said Apartment with the Allottee, being in fact these presents, and to also register the same under the Registration Act, 1908.
- BB. In the premises and after examining and assessing the aforesaid, the Allottee has agreed to purchase and acquire from the Promoters an Apartment, being Apartment No.____ on the _____ Floor and Car Parking Space No. ____ on the _____ Floor and Car Parking Space No. ____ on the _____ Floor of **RAJ EKJYOT SUKRUTI**, now under construction on the Project Lands more particularly described in the **First Schedule** hereunder written, for the consideration and on the terms and conditions hereinafter set forth and recorded
- CC. 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 have constructed on land bearing Plot No.611 in Suburban Scheme No. III of Chembur, CTS No.431 and 431/1 to 15 of Village Chembur, TalukaKurla, District Mumbai Suburban situate at V.N. PuravMarg, Chembur and more particularly described in the ***FirstSchedule*** hereunder written (and hereinafter referred to as "***the Project Lands***") a building of basement, part-ground and part-stilt and seven upper floors (laid out in two Wings, Wing "A" and Wing "B") called ***RAJ EKJYOT SUKRUTI***, in accordance with the building plans sanctioned by the Municipal Corporation of Brihanmumbai, and shall sell to the Allottee, and the Allottee shall purchase and acquire from the Promoters on 'ownership' basis an apartment, being Apartment No._____ on the _____ Floor in Wing "A" / "B" of the said building ***RAJ EKJYOT SUKRUTI*** admeasuring _____ sq.ft., i.e. _____ sq.mtrs.or thereabouts carpet area (as reckoned and computed for the purposes of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "***the RERA Act***") together with exclusive right to park ____ car(s) in the Car Parking Space(s) in the Stilt /Basement Parking Facility bearing No(s).----- and ----- (which Apartment and Car Parking Space(s) are more particularly described in the ***Second Schedule*** hereunder written and shown marked by hatched lines on the plan (of the said Apartment) annexed as ***Annexure "2-A"*** hereto, and (of the said Car Parking Space(s)) annexed as ***Annexure "2-B"*** and ***Annexure "2-C"*** hereto, and which Apartment, and unless the context does not so admit, and the said Car Parking Space(s) are hereinafter collectively referred to as "**the said Apartment**") at or for an aggregate lumpsum consideration of Rs._____ (Rupees

_____ only) payable in the manner provided in Clause 2 below. 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 proportion of the carpet area of the said Apartment to the total carpet area of constructed apartments in the whole of the said building, measured uniformly. The common areas and limited common areas are as set out in the ***Fourth Schedule*** hereunder written. The Promoters record and declare that save and except for the parking (if such rights have been acquired by the Allottee from the Promoters), the Promoters have not charged any amount towards or on account of the common areas and facilities, and the

right to use occupation and enjoyment of the common areas and facilities shall accrue to the Allottee jointly with other allottees of apartments in the said building 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.

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 parking space(s)) and the right to such common areas will accrue to the Allottee by reason of the purchase of the said Apartment under this Agreement.

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

2. The Allottee shall pay to the Promoters the price mentioned at Clause 1A above for the said Apartment as follows (“**Payment Plan**”), viz.

- a. Rs. _____ (Rupees _____
 _____ only) at or before
 the execution hereof (the Allottee has paid the
 same, and the Promoters admit and
 acknowledge receipt of the same),
- b. Rs. _____ (Rupees _____
 _____ only) on or before
 _____ 2017,
- c. Rs. _____ (Rupees _____
 _____ only) on or before
 _____ 2017,

d. Rs. _____ (Rupees _____
 _____ only) on or before
 _____ 2017,

e. Rs. _____ (Rupees _____
 _____ only) on or
 before _____ 2017,

f. Rs. _____ (Rupees _____
 _____ only) on completion
 of the external painting of the said building,

g. Rs. _____ (Rupees _____
 _____ only) on installation
 of the sanitary fittings in the said Apartment,

- and the balance of -

h. Rs. _____ (Rupees _____
 _____ only) against the Promoters offering
 possession of the said Apartment after receipt of
 Occupation Certificate from the Municipal
 Corporation of Brihanmumbai.

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, and the rebate admissible and/or agreed on account of the payment schedule agreed by the Allottee is already factored and reckoned in the agreed consideration stipulated hereinabove. The Allottee also confirms that he has agreed to pay the consideration amount aforesaid for the said Apartment in instalments as above having regard to the price at which it is offered and agreed to be sold by the Promoters to him, and taking into consideration that the building is almost entirely ready for occupation, and that the building is ready for issue of Occupation Certificate: 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 lien on the same for recovery of the balance of the unpaid price and the interest due thereon

3. **CARPET AREA DISCLOSURE**

The parties hereto record that as on the date of execution of this Agreement, the said Apartment has been laid out and physically completed and only finishing works not having any bearing on the carpet area of the said Apartment are in progress. The carpet area of the said Apartment is accordingly capable of being physically and actually ascertained and verified. The Promoters have prior to the execution hereof given inspection of the said Apartment to the Allottee and the Allottee confirms that he has prior to the execution hereof verified and satisfied himself of the physical extent and carpet area of the said Apartment. The Allottee confirms that the same is in conformity with the carpet area disclosed by the Promoters. The Allottee shall accordingly not have any claim on account of any discrepancy or difference in the carpet area of the said Apartment.

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 by 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 which shall only be applicable on subsequent payments.

5. **TAXES**

5.1 It is expressly recorded and clarified that the consideration amounts stipulated in Clause 1 above is the net amount payable to the Promoters, and it does not include any amounts by way of Sales Tax, Value Added

Tax, Works Contract Tax, LBT, Service Tax, Goods and Services Tax or any other tax that may be leviable on the construction being laid out by the Promoters or on the transaction of sale by the Promoters of the said Apartment to the Allottee. If any amount is leviable or payable on the aforesaid account (whether presently imposed or imposed hereafter at any time by the State Government or the Central Government or the Municipal Corporation of Greater Mumbai or any other authority) including on the Promoters, either before or after the Allottee has taken possession of the said Apartment, the same shall be payable / liable to be reimbursed by the Allottee to the Promoters in addition to the price payable at Clause 1A above. In such event, the Allottee covenants with the Promoters that he will, forthwith on a demand in that behalf being raised on him, pay and clear the same. It is further clarified that all consequences visited by law or as provided by these presents on, and all rights arising to the Promoters out of, non-payment of the agreed consideration (including liability to pay interest on default of payment on due date) shall be attracted to the non-payment by the Allottee of any such charge or levy, as if (for the said purpose) the same also formed part of the consideration payable by the Allottee to the Promoters. The Allottee shall be liable to clear all such amounts prior to being entitled to claim or receive possession of the said Apartment from the Promoters.

5.2 The Promoters state that as per the law presently obtaining GST is payable on the relevant instalment payable under the Agreement herein. The Allottee shall pay the amount of GST at the applicable percentage against payment of the relevant instalment, as may be liable. 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. **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 and deposit the same to the credit of the Promoters. The Allottee shall accordingly 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 may have been paid to the account and credit of the Promoters.

7. **OUTSTANDING DUES**

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

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 Authority Occupation Certificate and/or Completion Certificate in respect of the building **RAJ EKJYOT SUKRUTI** 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. The Allottee shall make timely payments of the

instalments and other dues payable by him and meeting the other obligations under the Agreement in the manner provided herein.

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 obligation to follow up and get the Bank or Housing Finance Institution to disburse the relevant instalment within the period payable shall be on the Allottee; further the Banks / Housing Finance Institution shall, in the first instance and pending the discharge of the entire consideration, have a claim on the amounts disbursed by it on account of the Allottee to the Promoters, and on discharge of the entire consideration, shall acquire a security interest on the said Apartment and the rights of the Allottee thereto.

11. The Promoters hereby declare that the Promoters have got building plans sanctioned for construction of _____ sq.mtrs. built-up area (as computed for sanction purposes) using and utilising _____ sq.mtrs. ofFSI and _____ sq.mtrs. of Transferable Development Rights (TDR) and _____ sq.mtrs. of rights to construct acquired from the State Government and the Municipal Corporation of Greater Mumbai. The Promoters have disclosed that the full extent of construction laid out on the said lands form the subject matter of the development, and the subject matter of this Agreement.

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

12.1 The Promoters shall give possession of the said Apartment to the Allotteeon or before _____ 201____. 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 **RAJ EKJYOT SUKRUTI** is delayed on account of (i) war, civil commotion or act of God, or (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court. The Allottee shall in such case simultaneous with receipt of such amounts make and execute a duly stamped Deed of Cancellation evidencing the cancellation of the Agreement for Sale executed in his favour, and a full and complete discharge to the Promoters of from and against any claim of the Allottee arising under or pursuant to such Agreement; the Allottee shall also register such Agreement under the provisions of the Registration Act, 1908; further on such refund being made, the Allottee shall thereafter have no claim whatsoever under this Agreement against the Promoters, and the Promoters shall then be entitled to sell and dispose of such Apartment to any other person/s of their choice without the Allottee being entitled to raise any objection to the same. The Promoters further agree that if the Promoters are unable to hand over the said Apartment to the Allottee within the date aforesaid, and the Allottee does not intend to withdraw from the Project, the Promoters agree to pay to the Allottee on all amounts paid by the Allottee, for every month of delay, till the handing over of possession, interest as specified in the Rules.

12.2 The Allottee is aware that possession of the common areas and amenities will be handed over on execution of the Conveyance of the said lands and the building constructed thereon to and in favour of the Society got registered by the acquirers of apartments in **RAJ EKJYOT SUKRUTI** as disclosed elsewhere in this Agreement, and the Allottee will not make any grievance about the same.

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

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 have provided in the said building/apartments amenities fixtures and fittings as briefly described in the *Third Schedule* hereto; the said amenities fixtures and fittings as are to be provided by the Allottee have been already provided and the Allottee confirms that he has prior to the execution hereof taken inspection of the same and acquainted himself with the quality and specifications thereof; the Allottee confirms that he shall accordingly not make any grievance on account of the same; in particular, and without prejudice to what is stated above, the Allottee shall 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, and the Allottee recognises and acknowledges that while the Promoters would conform to the broad specifications disclosed in the *Second 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 premises in the said building identically,

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

The Promoters shall after obtaining Occupation Certificate from the Municipal Corporation of Greater Mumbai for the said Building **RAJ EKJYOT SUKRUTI** offer possession of the said Apartment to the Allottee in terms of this Agreement. The Promoters agree and undertake to indemnify the Allottee in case of failure in the fulfillment of any of the provisions, formalities, 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 above and Clause 21 below, as also any interest or penalty as may be claimed, demanded or levied by statutory authorities in respect of statutory payments, and default or failure by the Allottee to make such payments) by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement. On failure of the Allottee to take possession of the said Apartment on being offered possession by the Promoters in the manner provided herein, the Allottee shall, without prejudice to any other liabilities which he may incur under this Agreement and be liable 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 in the said building **RAJ EKJYOT SUKRUTI** 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 RERA 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 and/or mechanised multi-level parking to be provided in the said building and/or of the several equipments listed in the *Fifth Schedule* hereunder written, provided either as a Common Amenity or Limited Common Amenity or in individual apartments, and the passenger lifts, the mechanised multi-level stack parking and other equipments provided in the said building would be sourced from supplier(s) dealing in the product line. While the Promoters would obtain appropriate warranties as are customary from the supplier(s) of such product(s), the Allottee shall use the said facility at his own risk, and in the event of any mishap or accident in the course of working of the said facility, the Allottee shall in all events have his remedies on any account whatsoever against the concerned supplier, and not against the Promoters. The Promoters shall make available the benefit of the warranties available to them in the course of purchase by them of such equipments and/or unexpired portions thereof to the Society. It is clarified that the Promoters shall by granting / allotting of parking spaces / slots to the acquirers or allottees of parking spaces / stack not be deemed to have assumed any responsibility or held out any warranty as to its fitness for the purpose intended, or as to its safety or as to its ability to serve the purpose intended. The Allottee shall jointly with the other persons availing the said facility / lift(s) / equipment(s) provided in the Common Areas be liable to ensure that the said facility / lift(s) / equipment(s) is/are used in the manner mandated to be used as a prudent person, and further from time to time along with the other persons entitled to and availing the said facility / lift(s) / equipments attend to the servicing and maintenance of the said facility / lift(s) / equipment(s), and to secure and obtain compliance by all persons of all conditions as to its use and for the said purpose to contribute proportionately jointly with the other persons entitled to and availing the said facility / lift(s), and other equipments held in common. The Promoters shall in like manner not be deemed to have assumed any liability or held out any warranty as to the various items provided in the individual Apartments, and shall merely pass on the warranty extended by the supplier to the Promoters, to the extent of the unexpired / residual term thereof. Further in the event the Allottee, insofar as it relates to equipments provided in the said Apartment, and any of the Allottees, or their representative or Society, insofar as it relates to any of the equipments provided in the Common or Limited Common Areas, changing or carrying

out any unauthorised works thereto, all warranties in respect of such item or equipments in whatsoever manner arising shall come to an end. In like manner, on any renovation or further or additional works carried out by the Allottee to the said Apartment, the Promoters' obligations as to any alleged defect in workmanship shall automatically lapse and come to an end.

17. **COVERED PARKING**

The Promoters record and clarify that the Covered Parking Spaces, wherever granted / allotted comprise an exclusive right to part a non-commercial light motor vehicle in such space, and a non-exclusive right to access such space through limited common portions of the said property. Each designated slot / stack area shall entitle parking of one vehicle. Such parking space/slot shall not be enclosed, and shall only be designated by any identifiable differentiator. (The Allottee has prior to the execution hereof inspected the said Car Parking Space(s) 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 Covered Parking Space shall always be held appurtenant to the said Apartment, and unless permitted otherwise by the Society, shall only be dealt with along with the said Apartment. Further the Covered Parking Space shall not be permitted for use / parking of vehicles by a non-resident of the building,

18. **SOCIETY FORMATION**

The Allottee will actively assist and co-operate in the formation of a Co-operative Society in such name as the Promoters may determine, and comprising the former tenants and occupants of the building formerly standing on the Project Lands and the acquirers of Apartments from the Promoters, 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 and co-operate in obtaining a Conveyance of the Project Lands and the building and other structures constructed thereon in favour of such Society, and for such purpose from time to time 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 take any objection to any change or modification 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, and incur and pay all expenses of and incidental thereto in the proportion of the carpet area of his Apartment to the carpet area of all Apartments in the said building.

19. TRANSFER AND CONVEYANCE

19.1 The Promoters have disclosed to the Allottee that on the date of commencement of the RERA Act, the development on the Project Lands was already in progress, and the Project had commenced. The Promoters have explained to the Allottee that they shall convey the Project Lands (excluding any portion liable to be and/or ceded towards or on account of road-widening) and the said building and other structures constructed thereon after the completion of the Project, and within the time permitted under the Act.

Kommentar [N1]: Please confirm

19.2 The Promoters have informed, conveyed and explained to the Allottee that in the event of and upon transfer and Conveyance of the Project Lands and 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 conveyance of the Project Lands and 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 **RAJ EKJYOT SUKRITI** 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 record and effectuate the aforesaid, simultaneously with transfer of the Project Landsand building to and in favour of such Society as aforesaid.

19.3 Until transfer and conveyance of the Project Landsand 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 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.

21. **DEPOSITS AND CHARGES**

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

- i. Rs.600/- (Rupees Six hundred only) towards the cost of 10 shares in the Society and entrance fees thereto,
- ii. Rs. _____ (Rupees _____ only) towards the proportionate share of the Allottee in respect of the said Apartment in the professional fees of the Advocate engaged but excluding the out-of-pocket charges and expenses for preparing, engrossing, stamping and registering the different documents, declarations, etc. to be executed by the Promoters, the acquirers of apartments in the said building and the proposed Society from time to time and for registration of the Society and transfer of the Project Lands and the building constructed thereon to it,
- iii. Rs. _____ towards the proportionate contribution of the Allottee for reimbursement of the deposits paid or payable in respect of the said apartments, such deposits to include the actual or a proper proportion of the deposits paid or payable to the local authority, electric supply agency, gas supply company, etc. on account of deposit, water supply and for amenities and services provided in the said building,
- iv. Rs. _____ being the proportionate share of the Allottee towards the development charges payable on account of the said development,
- v. Rs. _____ being twelve months' advances of the outgoings calculated @ Rs. _____ provided in Clause 20 above,
- vi. Rs. _____ towards professional fees of the Advocates for preparing engrossing and stamping this Agreement for Sale of the said apartments to

Kommentar [N&N2]: Is there gas supply?

him (to be paid to them on execution hereof),
and

- vii. As may be applicable towards the actual or proportionate share of the Allottee in the stamp duty and registration charges, if any, payable in respect of the said apartments on conveyance of the Project Lands and the said building to and in favour of the Society

Of the above, the Promoters shall receive the amounts at Clause 21(i), 21(ii), 21(v) and 21(vii) as deposits, and shall render account in respect of the same; insofar as the other amounts are concerned, they shall not be liable to render any account in respect of the same, and the same shall be apportioned towards and as agreed charges.

21.2 The amounts paid at Clauses 20 and 21.1 shall not bear interest. The Promoters shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, sums received on account of the share capital of the Co-operative Society to be formed, or towards the outgoings and legal charges, and shall utilise such amounts only for the purpose for which they have been received.

21.3 The amounts paid as deposits under Clause 21.1 and the amounts paid at Clause 20 shall remain with the Promoters until the said building and the Project Lands are transferred to the said Society; the Promoters shall from and out of the amounts collected under Clause 20, pay the common expenses in respect of the Project. The Promoters shall on transfer of the Project to the Society, render to it a consolidated account of the total amount collected from all acquirers of apartments (under Clause 20 as also the deposits (only) out of the amounts collected at Clause 21.1) 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.

22. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

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

- i. the First Promoters are in their own right as owners of the Project Lands, and the Second Promoters in their right as Developers under the authority of the First Promoters are jointly in actual physical and legal possession of the Project Lands, and entitled to and are developing and constructing on the Project Lands in accordance with the sanctions and approvals obtained by them, and after granting to the allottees of permanent alternate accommodation the apartments liable to be granted to them, entitled to sell the remaining apartments therein on ‘ownership’ basis on their own account and in their own right to interested persons as they desire, and receive and appropriate to themselves the monies received on account thereof,
- ii. the Promoters have lawful rights and requisite approvals from the concerned Competent Authorities to develop the Project, and shall obtain requisite approvals from time to time to complete the development of the Project,
- iii. the Promoters are liable to grant permanent alternate accommodation to the erstwhile occupants of the building **RAJ EKJYOT SUKRITI** as disclosed in the recitals herein in terms of agreements arrived at with them; save and aforesaid, and subject to such obligation, there are no encumbrances upon the Project Lands or the Project except those described in the Title Report,
- iv. there are no litigations pending before any Court of law with respect to the Project Lands or Project except those disclosed in the Title Report,
- v. the Promoters are carrying out construction on the Project Lands in accordance with building plans sanctioned by the Municipal Corporation of Brihanmumbai, as amended from time to time and in accordance with the terms conditions stipulations and restrictions imposed by the Corporation while granting sanction; the same are all

Kommentar [N3]: Presume there are no mortgages – please confirm

Kommentar [N4]: Please confirm

valid and subsisting and have been obtained by following due process of law; further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Lands and the said building shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain in compliance with all applicable laws in relation to the said lands, building and common areas, and on compliance of the stipulations by the Corporation obtain Occupation Certificate and/or Completion Certificate for the whole building,

- vi. the Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the rights and interest agreed to be granted to the Allottee herein and hereunder, may be prejudicially affected,
- vii. the Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Lands or any part thereof, as also the said Apartment, which will in any manner affect the rights granted and/or agreed to be granted to the Allottee under this Agreement,
- h. the Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated under this Agreement,
- i. the Promoters have duly paid and shall continue to pay and discharge the undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project Lands to the Municipal Corporation of Greater Mumbai and other concerned authorities, and
- j. no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said lands) has been received or served upon the Promoters in respect of the Project Lands except those disclosed in the Title Report.

23. **ALLOTTEES COVENANTS**

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

- a. he will pay to the Promoters the instalments of price of the said Apartment and other amounts becoming due hereunder (including the amounts specified in Clause 21.1 above payable against possession of the said Apartment) on the respective due dates as provided herein, time being of the essence,
- b. he will take possession of the said Apartment within fifteen days of the Promoters offering him possession thereof after executing appropriate documents recording and evidencing such possession, and pursuant to and to effectuate the provisions hereof, subject to the provisions of Clauses 1 and 5 above.
- c. not do any act, or set up any right or claim, which would in any manner interfere with, obstruct, jeopardise or disrupt the rights of the Promoters to develop the Project in the manner herein disclosed, and to sell the various apartments therein to persons of the choice of the Promoters in such manner as they are entitled, and to receive and appropriate to themselves the entire proceeds thereof,
- d. use and/or permit to be used the said Apartment only as residence / _____ or for such other purpose as may be permitted by the concerned local authority, and will not use or permit to be used the said Apartment for any other purpose, and in particular for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of neighbouring building/s/ apartments or for any illegal or immoral purposes; in the event the Allottee changes the user of the said Apartment after obtaining due sanction and permission, he shall himself be liable to bear and pay any increased taxes and levies as may be imposed on account thereof,
- e. not store in the said Apartment any goods of a hazardous, combustible or dangerous nature, or which is likely to damage the construction or structure of the said building, or the storage of which is objected to or not approved/licensed by the concerned local or other authority, or carry or cause to be carried heavy packages to the

upper floors of the said building which may damage the entrances, staircase and common passages of the building,

(if any damage or loss is caused to the Promoters or to other acquirers of apartments in the said building by breach of the provisions of sub-clauses (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. not throw or permit to be thrown any dirt, rubbish, rags, garbage or other refuse from the said Apartment into the compound or any portion of the said Project Lands or building,
- g. not hang clothes, garments or any other item or any other item or thing from the balconies or windows of the said Apartment or any other place, save and except in the areas designated for the purpose,
- h. by reason of acquiring an apartment in the said building, not claim any right to park motor vehicles in any part of the common open portions of the building or in the basement or the mechanised car parking facility provided in the stilt of the said building, or in any other area that may be designated for car parking; if he so desires, he will park his vehicles in the Car Parking Slot in the multi-level mechanised car parking space or in the Basement 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,
- i. he shall be entitled to bring in and park only a car or other passenger vehicle held by him or any other occupant of the said Apartment for personal use; he shall in using and availing of the mechanised parking facility be subject to such terms and conditions as may be stipulated by the Promoters or (in due course) the Society and the Municipal Corporation of Greater Mumbai and other concerned authorities respecting its use; if any security deposit is payable to the Municipal Corporation or to any other authority to ensure the specified user of the said facility, he will pay the same in addition to the amount payable to the Promoters as price thereof,

- j. he will not by using and availing of the said mechanised car parking facility do anything which may in any manner void the warranty obtained in respect of the said mechanised parking facility or which may damage or affect the functioning of the said mechanised parking facility,
- k. he shall not be entitled to wash his car within the mechanised parking facility; he shall further be liable to ensure that his parking slot as also the personal vehicle brought in by him and parked in the said parking facility is at all times clean,
- l. pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said building,
- m. not encroach upon or make use of any portion of the said building not agreed to be acquired by him, or to store anything in any part of the common open portions of the building, including the portions outside the said Apartment,
- n. restrict his claims only to the said Apartment agreed to be acquired by him hereunder, and not claim any right to put up any construction on the said building or to make any variations or alterations in the said Apartment, and also not claim any right to put up additional construction which may result in the reduction of further area of construction, if any, permissible on the Project Lands,
- o. 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,
- p. not slaughter any animals in the precincts of the said building,
- q. 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,

- r. 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,
- s. not close or permit to be closed any flower-beds, verandahs or balconies that may be provided in the said Apartment or change the external elevation or colour scheme of the said building/ said Apartment, nor of the common areas, including the lobby and the areas outside the main door of the concerned Apartment,
- q. 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,
- r. not permit any part of the external walls or the terrace above the building to be used for putting up any hoarding or any neon signs on any basis whatsoever or to or permitted to be done which in any manner deface the look or external elevation of the building.
- s. not do or permit to be done any act or thing which may render void or voidable any insurance of the said building in which the said Apartment is situate or any part thereof or whereby any increased premium may become payable in respect of such insurance,
- t. not demolish or cause to be demolished the said Apartment or any part thereof or make or cause to be made any addition or alteration of whatsoever nature to or in the said Apartment or any part thereof or effect any alteration in the elevation or colour scheme of the building, and will keep the sewers, drains, pipes, etc. in the said

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

- u. bear and pay a proper proportion of the, dues, duties, impositions, outgoings and other burdens of any nature and kind whatsoever at any time hereafter imposed upon the said property and/or the building and/or upon the promoters or Allottees of apartments therein by any authority including the Municipal Corporation, revenue authorities, etc.,
- v. along with acquirers of other apartments in the said building pay to the local authority, State Government or any other authority any betterment charge, development tax, fire tax or any other tax or levy payable in respect of the said building, sharing the same amongst themselves in proportion to the carpet areas of the different apartments in the said building,
- w. 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 to the occupants and /or acquirers of apartments in the Building to whom the Promoters have granted/allotted the same,
- x. within one month of demand by the Promoters rectify any defect or want of repairs pointed out to him by the Promoters in the said Apartment,
- y. 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,

- z. submit letters to and abide by such conditions as may be stipulated concerning or regulating the fit-outs to be carried out in the said Apartment and not commit any breach of the terms thereof,
- aa. 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,
- bb. 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,
- cc. not carry out any work in the said Apartment which may in any manner cause any damage to any of the other apartments above below or adjacent to the said apartments; if on account of any works so carried out by the Allottee any loss or damage is caused to any of the neighbouring apartments on the same floor or to apartment above or below the said Apartment, the Allottee shall at his own costs be liable to make good such loss or damage, and keep the Promoters and the Society indemnified of from and against any loss damage or consequences of such work carried out by the Allottee,
- dd. allow the Promoters and their agents/servants to enter upon the said building (including the said Apartment) and carry out repairs therein for maintaining, rebuilding and keeping in good order and condition all sewers, drains, pipes, cables, water pipes, gutters, electric wires, etc. in the said building/Apartment and for other similar purposes, and also for cutting off water/electric supply to any apartment in the said building the occupant whereof may have committed breaches of the terms of the agreement executed by him with the Promoters, or the bye-laws and regulations of the Society) formed by the

acquirers of apartments in the building constructed on the said Project Lands,

- ad. not permit to be kept or brought into the said Apartment any pet other than a pet dog; further, the Allottee himself shall be personally liable for the proper safe and acceptable conduct of such pet; in particular, the Allottee shall ensure that such pet does not become a nuisance to the other occupants in the said building; further also, that such pet is always maintained on a leash when moving in any part of the said building other than in the said Apartment; further also that the pet does not defecate or urinate in any part of the common portions of the said building; if the pet so defecates, the Allottee shall be personally liable to ensure that the same is forthwith removed and cleared up, cleaned and disinfected; the Allottee further covenants that in the event of default or failure, for every instance of such dog poop remaining un-removed, un-cleared and un-cleaned, the Allottee shall be liable to pay a sum of Rs.500/- (Rupees five hundred only) when such dog poop has to be removed and the liability to make such payment shall be at par with other payment obligations of the Allottee as provided in these presents and all remedies available to enforce such payment shall extend to recovery of such sum also; the Allottee shall further be bound and liable to abide by any decision that the acquirers of apartments in the said building may, by majority, take about not permitting the pet dog to be brought in or walked on designated portions of the said building or regulating the use of lifts by such pet; the Allottee shall also be liable to ensure that any such pet dog as he brings in or permits to be in the said Apartment is properly inoculated, and further that it is not exposed to or becomes the carrier of any disease, and
- ae. the Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies; the Allottee shall also pay and contribute regularly and punctually towards the taxes, expenses or other outgoings payable in

respect of the said Apartment in accordance with the terms of this Agreement.

23. 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 the Project Lands or building or any part thereof, such conferment to take place only on the transfer of the Project Lands and the building and structures constructed thereon to the Co-operative Society which shall be the nominee of the allottees of permanent alternate accommodation and the acquirers of all Apartments in the said building, by transfer and conveyance of the Project Lands and the building and structures as provided elsewhere in this agreement; the Allottee shall have no claim save and except to the 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 Project Lands and the building are transferred by the Promoters to the Society as hereinbefore mentioned.

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 **RAJ EKJYOT SUKRITI** 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. The Promoters have registered the Real Estate Project of which the said Apartment, being the subject matter of these presents, with MahaRERA under the provisions of the Real Estate (Regulation and Development) Act 2016 under Registration Number

26. The name of the building being presently constructed on the said property shall be **RAJ EKJYOT SUKRITI**, 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.

27. The Allottee shall pay all amounts due and payable hereunder – whether payable by Cheque or other commercial instrument, by making the same payable in favour of “SADGUNA & SARVAPRIYA JV PROJECT

RAJ EKJYOT SUKRUTI – RERA A/C.”; the payment made in the above manner shall constitute the full and complete discharge to the Allottee of such payment.

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 confirm 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 any right or claim on the basis of any brochures or other promotional material that they may have been circulated or that may hereafter 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 have all intents and purposes, and 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 enforceable 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 WHEREVERREFERRED 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 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 RERA Act and the Rules and Regulations made thereunder 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 land being Plot No.611 in Suburban Scheme No. III of Chembur, CTS No.431 and 431/1 to 15 of Village Chembur, TalukaKurla, admeasuring 783 sq.mtrs. or thereabouts situate at V.N. PuravMarg, Chembur in the Registration Sub-District of Kurla, Mumbai Suburban District and bounded as under:

- On or towards the North :SionTrombay Road
- On or towards the East :CTS NO 430
- On or towards the South : CTS NO 439
- On or towards the West : CTS NO 432

THE SECOND SCHEDULE ABOVE REFERRED TO:
(being a description of the said Apartment being the subject matter of this Agreement)

ALL THAT the Apartment No.____ on the _____ Floor of **RAJ EK JYOT SUKRITI**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 No.____ in the Stack Car Parking Space provided under the Stilt / in the Basement of the the building.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Description of the amenities and facilities to be granted by the Promoters)

[Please confirm that you are able to update it as per amenities actually provided]

Kommentar [N5]: To obtain instructions

RCC Building
Architecture and Design Standards
Type of construction technology
Earthquake ResistantMeasures

GENERAL

- Building with premium well planned apartments.
- Beautiful compound and decorative entrance gate.
- Designer checkered concrete paving in and around the building.

Inside the Building

- Impressive entrance area for visitors with display name plates of the apartment owner along with separate mail box for each apartment owner.
- Premium marble & Granite flooring in lift lobbies, corridors and staircases upto 1st floor fitting.
- Modern fire fighting systems.
- Automatic Passenger lifts of 6 person capacity
- Elevators of Johnson make.
- Anti-termite treated structure.
- Exterior plaster with texture finish and acrylic paint for exterior walls.
- Water proofing for terrace.
- U.G. tank and overhead tank for supply of water.
- Submersible pumps with automated sensors in water tank.

Security and safety:

- CCTV Surveillance cameras and intercom system.
- Video Door phones for Apartments.

Inside the Apartment

- Vitrified tiles flooring in the entire Apartment.
- Decorative main entrance door with superior quality hardware fittings and mounted on teakwood frames.
- Internal walls done in plaster of paris/ gypsum with acrylic paint in the entire apartment.
- Anodized aluminum sliding sections for all windows with up-down marble/granite sills on all sides.
- Laminated flush doors in bedrooms and toilets / bathroom.

Living Room, Bedrooms & Kitchen:

- Provision for Air-conditioning.
- Provision for Broadband Internet Wiring.
- Designer Laminated doors.
- Provision for Internet Connection.
- Anodized Aluminum Windows.
- Marble/Granite frames for external windows.
- Granite top platforms and designer tiles dado above platform upto 2.

Kitchen:

- High Quality granite main and service platform with one stainless steel sink.
- 4 Feet high ceramic tile dado above kitchen platform.

Bathroom / Toilets:

- Teakwood Frames for Bathrooms.
- Bathroom tile flooring.
- Glazed tiles in Toilets.
- Concealed Plumbing of ‘C’ class, high quality C.P. Fittings.
- Jaquar type fittings.
- Sanitary ware fittings in Toilets.
- Guaranteed water proofing for all bathroom / Toilets.

Electricals:

- Extensive electric layout with good quality wires and cables and electrical conduits.
- Branded Electrical switches with MCB/ELCB distribution Board.
- Cable TV and Telephone points in living room and bedrooms.
- Provision for A.C. point in living room and all bedrooms.

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. Lift Machine Room and Lift well

Limited Common Areas:

- 1. Lobby / Passage on every floor
- 2. Car Parking Areas at the Basement and the Stilt Area on the Ground Floor

Common Amenities:

- 1. Underground and overhead water tanks
- 2. Passenger lifts
- 3. Fire-fighting equipment
- 4. Light and electrical fittings in the staircase, entrance hall and in the common passage, meter room,
- 5. External Plumbing fittings
- 6. Fire fighting equipments including Turbo Set fans and sprinklers
- 7. CC TV System
- 8. Suction pump in the basement

Limited Common Amenities

Car Lift
Stack Parking facility

THE FIFTH SCHEDULE ABOVE REFERRED TO:

x-x-x-x

Kommentar [N6]: To obtain instructions

SIGNED and **DELIVERED**by the) for **SARVAPRIYA**
withinnamed**FIRST PROMOTERS**) **LEASING PVT.LTD.,**
SARVAPRIYA LEASING PVT.LTD.)
in the presence of :) Director

SIGNED and DELIVERED by the)
withinnamedSECOND PROMOTERS) for **SADGUNA REALTY**,
SADGUNA REALTY)
by the hand of its partner)
Mr. _____)
in the presence of :) Partner

SIGNED and DELIVERED by the)
withinnamedALLOTTEE)
_____)
in the presence of:)

RECEIVED of and from the Allotteeabovenamed)
the sum of Rs. _____ (Rupees _____)
_____ only))
by Banker’s Cheque No. _____/ RTGS)
bearing UTR No. _____ dated _____)
drawn on / issued by _____ Bank,)
_____ Branch), being the amount)
expressed within to have been by Allottee to us at or)
before the execution hereof.)Rs. _____/-

WE SAY RECEIVED,
For *Sarvapriya Leasing Pvt. Ltd.*

Director
First Promoters

For*Sadguna Realty*

Partner
Second Promoters

Witnesses:

DATED THIS ____ DAY OF _____ 201_

Between

SARVAPRIYA LEASING PVT.LTD.

... First Promoters

And

SADGUNA REALTY

... Second Promoters

And

AGREEMENT FOR SALE

of Apartment/Shop/Premises No. ____ on the
____ Floor with Terrace Space No. ____ on
the Floor / Car Parking Space No. ____ in
Basement / Stilt of the building

RAJ EKJYOT SUKRUTI

at V.N. Purav Marg, Chembur.

NARAYANAN & NARAYANAN,