

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at on this day of, 2025;

BETWEEN

M/s. JALARAM ICON LLP, PAN No.: **AARFJ6697H**, through its partners, having office at: Office No. 1006, 360 degree business park, next to R Mall, L.B.S. Marg, Mulund (W, Mumbai- 400080) as **“THE PROMOTER/DEVELOPERS”** (which expression shall mean and include partners or partner for the time being of the said respective firm, the survivors or survivor of them and the heirs, executors, and assigns of the last surviving partner or their assigns) **OF THE FIRST PART;**

AND

(1), Age: years, PAN No.:, and
(2), Age: years, PAN No.: all residing at, hereinafter referred to as **“the ALLOTTEE/PURCHASER/s”**, (which expression shall unless it repugnant to the context or meaning thereof shall be deem to mean and include her/his/their heirs, executors, administrators and assigns) **OF THE SECOND PART.**

WHEREAS:

A. At the relevant time **Marathon “A” Co-Operative Housing Society Limited** was the sole and absolute owner of the Land bearing CTS No. 1013, Off Dedidayal Rd, near Next School, area admeasuring about **1076.45 Sq. Mtrs.** (hereinafter referred to as the **“said land-1”**) along with the building standing thereon. Similarly, **Marathon “B” Co-Operative Housing Society Limited** (hereinafter referred to as the **“Society B”**) along with the building standing thereon was the sole and absolute owner of the Land bearing CTS No. 1013, Off Dedidayal Rd, near Next School, area admeasuring about **595.75 Sq. Mtrs.** (hereinafter referred to as the **“said land-2”**) lying, being, situated at **Mulund (W)**, Taluka: **Kurla**, District: **Mumbai Suburban**.

- B. By virtue of Deed of Unilateral Conveyance dated **10/02/2022**, wherein the Sanjay Omprakash Agarwal, therein referred to as “Landowner” through the Competent Authority and Deputy District Registrar No. 2, Mumbai Suburban sold, transferred and assigned all his rights, title, interest and benefits with respect to the said land-1 along with the building standing thereon in favour of **Marathon “A” Co-Operative Housing Society Limited**, therein referred to as the “**Society A**” as per the terms and conditions mentioned therein. The same is duly registered before the Sub-Registrar of Assurances at Kurla, bearing registration document serial no. **KRL-4/4365/2022** dated **03/03/2022**.
- C. By virtue of Deed of Unilateral Conveyance dated **24/01/2022**, wherein the Sanjay Omprakash Agarwal, therein referred to as “Landowner” through the Competent Authority and Deputy District Registrar No. 2, Mumbai Suburban sold, transferred and assigned all his rights, title, interest and benefits with respect to the said land-2 along with the building standing thereon in favour of **Marathon “B” Co-Operative Housing Society Limited**, therein referred to as the “**Society B**” as per the terms and conditions mentioned therein. The same is duly registered before the Sub-Registrar of Assurances at Kurla, bearing registration document serial no. **KRL-4/5132/2022** dated **11/03/2022**.
- D. Vide Order No. **1447/2021** dated **18/03/2024** passed by Deputy Registrar of Co-operative Society, T-Ward, Mumbai allowing amalgamation of **Marathon “A” Co-Operative Housing Society Limited** and **Marathon “B” Co-Operative Housing Society Limited** under the provision of section 17 of Maharashtra Co-operative Societies Act, 1960 r/w. Rule 17(2) of Maharashtra Co-operative Societies Rules, 1961.
- E. Subsequently, the majority of the members of both societies agreed to proceed with the redevelopment of their respective piece and parcel of land by demolishing their structures. By the amalgamation of both societies with one another, a new venture is formed by the name “**Emerald Heights Co-Operative Housing Society Limited**” registered under Maharashtra Co-operative Societies Act, 1960 bearing Registration No. **MUM/WT/HSG/TC/11487/2024** on **18/03/2024**, bearing **CTS No. 1013**, Off Dedidayal Rd, near Next School, admeasuring about **1672.20 sq. mtrs.**, lying, being and situated at Village: **Mulund (West)**, Taluka: **Kurla**, District: **Mumbai Suburban - 400080** (hereinafter referred to as the “*said Plot*”).

- F. Vide Development Agreement dated **06/11/2024**, whereby Emerald Heights Co-Operative Housing Society Limited, therein referred to as the "*Society*", party of the FIRST PART, transferred and assigned all their development rights, title, interest and benefits with respect to the said Plot in the favour of **M/s. JALARAM ICON LLP**, therein referred to as "*the Developer*", party of the SECOND PART, on the terms and conditions mentioned therein. The same is duly registered before the office of Sub- Registrar of Assurances at Kurla, bearing Registration Document Serial No. **KRL-1/21052/2024** dated **06/11/2024** (hereinafter referred to as the "*said Development Agreement*").
- G. In pursuance of the said Development Agreement, a General Power of Attorney dated **06/11/2024** was executed by Emerald Heights CO Operative Housing Society Limited with respect to the said Plot in favour of **M/s. JALARAMICON LLP** through its partners **(1) Manish Narayanji Thakker** and **(2) Amit Jamnadas Ganatra**, as per the terms and conditions more particularly mentioned therein. The same is duly registered before the office of the Sub Registrar of Assurances at Kurla, bearing Registration Document Serial No. **KRL-1/21053/2024** (hereinafter referred to as the "*said Power of Attorney*").
- H. By virtue of the said Development Agreement and the said Power of Attorney, the Promoter is absolutely seized and possessed of and well and sufficiently entitled to develop the said Plot in accordance with the recitals hereinabove.
- I. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Plot on which Project is to be constructed.
- J. The promoter is entitled and enjoined upon to construct the Commercial/Residential building/s on the said Plot in accordance with the recitals hereinabove. As per the plans sanctioned and the development permission granted by **SLUM REHABILITATION AUTHORITY** vide Commencement Certificate bearing No. **T/PVT/0157/20240925**, dated **23/04/2025** including such additions, modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities. Copy of the Commencement Certificate is annexed herewith as "**Annexure-A**".

- K. The Promoter has proposed to construct on the said Plot a building project known as **“Emerald Heights CHS Ltd”**, having Building/s for Residential/Commercial use, on OWNERSHIP BASIS to the prospective buyers.
- L. The Allottee/s has/have applied an Office/Shop/Flat bearing number on the floor, (hereinafter referred to as **“the said Office/Shop/Flat”**) of the building project called **“Emerald Heights CHS Ltd”** (hereinafter referred to as **“the said BUILDING”**) being constructed of the said project, by the promoter.
- M. The Promoter has entered into a standard Agreement with an Architect **M/s. Design Crest Axiom** registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- N. The Promoter has appointed as RCC Consultants, for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.
- O. By virtue of the said Development Agreement and the said Power of Attorney the Promoter has the sole and exclusive right to sell the Office/Shop/Flat and Other Office/Shop/Flat of their part as per proposed building to be constructed by the Promoter on the said Plot and to enter into Agreement with the Allottee/s of the said Office/Shop/Flat, and Other Office/Shop/Flat therein and to receive the sale price in respect thereof.
- P. On-demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Plot and the plans, designs and specifications prepared by the Promoter’s Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **“the said Act”**) and the Rules and Regulations made thereunder.
- Q. The authenticated copy of Certificate of Title dated issued by the _____ to the MahaRERA, showing the nature of the title

of the Promoter to the said Plot, on which the Office/Shop/Flat are to be constructed have been annexed hereto and marked as “**Annexure-B**”.

- R. The authenticated copies of the plans of the Layout and according to which the construction of the buildings and open spaces are proposed to be provided for on the said Project have been annexed hereto and marked as “**Annexure-C**”.
- S. The authenticated copies of the plans and specifications of the Office/Shop/Flat agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as “**Annexure-D**”.
- T. The Promoter has got some of the approvals from the concerned local authority/s to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
- U. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Promoter while developing the said Plot and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- V. The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- W. The carpet area of the said Office/Shop/Flat is Sq. Meters. and “Carpet Area” means the net usable floor area of an Office/Shop/Flat , excluding the area covered by the external walls, the area under service shafts, exclusive balcony appurtenant to the said Office/Shop/Flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Office/Shop/Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Office/Shop/Flat .

- X.** The Parties relying on the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereafter.
- Y.** Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a sum of Rs...../- (Rupees Only), being part payment of the sale consideration of the Office/Shop/Flat agreed to be sold by the Promoter to the Allottee/s as an advance payment or application fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- Z.** The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority. The Project Registration Number is; the authenticated copy of the Registration Certificate is annexed herewith as **“Annexure-E”**.
- AA.** Under Section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Office/Shop/Flat with the Allottee/s, being, in fact, these presents and also to register said Agreement under the Registration Act, 1908.
- BB.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agree(s) to purchase the said Office/Shop/Flat.

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

- 1) PROMOTER RIGHT OF DEVELOPMENT AND ACCEPTANCE THEREOF BY ALLOTTEE/S:**

1.1) The Promoter shall construct the said project “**Emerald Heights CHS Ltd**”, consisting of on the said Plot in accordance with the plans, designs and specifications as approved by the concerned local authority. The promoter during the course of carrying out the construction of the said building, shall submit further revised and amended plans for approval to the and shall utilize under such further revised and amended plans, all further available and balance development potentiality of the said Plot to its fullest extent.

Provided that the Promoter shall have to obtain prior consent of the Allottees in writing in respect of variations or modifications which may adversely affect the Office/Shop/Flat of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.2) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1.1 of this Agreement.

2. ALLOTMENT OF OFFICE/SHOP/FLAT AND PAYMENT OF CONSIDERATION:

2.1) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s **Office/Shop/Flat bearing No..... on floor, admeasuring sq. meters carpet area along with Balcony admeasuring Sq. Mtrs., as per the approved plans of the said building project known as “Emerald Heights CHS Ltd”, hereinafter referred to as “the said Office/Shop/Flat”, more particularly described in SCHEDULE II as shown in the floor plan, hereto annexed and marked ANNEXURE ‘D’ for**

the consideration of Rs...../- (Rupees Only), including Rs.0/- (Rupees NIL only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the Common/limited common areas and facilities which are more particularly described in the **SCHEDULE III** annexed herewith.

- 2.2) The purchase price of the Office/Shop/Flat as mentioned above, is determined on the basis of above referred carpet area of the Office/Shop/Flat which Allottee/s agree/s and confirm/s. Thus, the other appurtenant area such as terrace if any, balcony if any, service shaft if any, exclusive verandah, if any, are neither included in the carpet area nor are considered for determining the purchase price.
- 2.3) The Allottee/s has/have paid on or before execution of this agreement a sum of Rs...../- (Rupees Only) as application fee and hereby agree/s to pay to the Promoter the balance amount of purchase consideration of Rs...../ (Rupees Only) and shall be deposited in RERA Designated Collection Bank Account, Bank, Branch having IFS Code situated at In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. and respectively. Allottee hereby agrees to pay to Promoter the said balance amount in the following manner:

PAYMENT SCHEDULE

Total Amount:	Rs...../-
Amount Received:	Rs...../-
Balance Amount	Rs...../-

Sr. No.	Particulars	Percentage
1.	On Booking	10%
2.	After the Execution of Agreement	20%
3.	On or before Completion of the plinth Works	15%
4.	On or before Completion of slab	05%
5.	On or before Completion of slab	05%
6.	On or before Completion of slab	05%

7.	On or before Completion of slab	05%
8.	On or before Completion of slab	05%
9.	On or before Completion of slab	05%
10.	On or before Completion of Top slab	05%
11.	On Completion of internal & External Plaster	05%
12.	On Completion of Flooring Tiles & wall Tiles	05%
13.	On or before Completion of Plumbing, Electrical Fittings, Painting	05%
	On Possession	05%
	Total:	100%

2.4) The total price/consideration as mentioned in clause (2.3) above is excluding all taxes/levies such as value added taxes (VAT), Services Taxes, GST, Swatch Bharat Cess Tax and/or such other taxes which may be levied any time, hereinafter in connection with construction/development of said project upon Said Plot payable by the Promoter, irrespective as to who is made liable under concerned Statute/Rules to pay such taxes, all such taxes in proportion to the area of said Office/Shop/Flat , shall be payable by the Allottee/s in addition to the said total price/consideration on or before taking over the possession of the said Office/Shop/Flat. In fact, unless all such payments such as total consideration, all such proportionate taxes as well as other charges payable under this agreement are paid by the Allottee/s, he/she/they shall not be entitled to the possession of said Office/Shop/Flat.

2.5) The Total Price/consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by the Competent Authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the Competent Authorities etc. The Promoter shall enclose the said notification/order/rule/regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. Unless said demanded increase in development charges, costs or levies are paid by the Allottee/s to the promoter, he/she/they/it shall not be entitled to the possession of the said Office/Shop/Flat.

- 2.6) The Promoter has allowed a rebate in the purchase consideration and for early payments of the installments payable by the Allottee/s by discounting such early payments by which the respective installment has been preponed and/or mutually worked out between the Promoters and the Allottee/s and accordingly the payments under 2.3 have been worked out by the Parties hereto.
- 2.7) In case of any financing arrangement entered by the Allottee with any financial institution with respect to the purchase of the Office/Shop/Flat the Allottee undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Promoter through an NEFT/RTGS/account payee cheque/demand draft drawn in favour of the Promoter's bank details as mentioned in the clause 2.12 herein or any other account that may be mentioned by the Promoters subsequently. The Allottee agrees that in the event the Allottee avails any loan/or loan facilitation services ("Services") from any external third party, the Allottee shall do so at his/her own cost and expense whatsoever and shall not hold the Developer liable/responsible for any loss/defective service/claims/demands that the Allottee/s may have incurred due to the Services so availed.
- 2.8) If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/is/are not honored for any reason whatsoever, then the same shall be treated as default under these presents and the Promoter may at its option be entitled to exercise the recourse available thereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs.5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.
- 2.9) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them/it under any head(s) of dues against lawful outstanding, if any, in his/her/their/its name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter to adjust his/her/their/its payments in any other manner.

- 2.10) The Allottee/s agree/s and undertake/s to pay the purchase consideration as mentioned in clause 2.1 and 2.3 above as per the respective installment and as & when it shall mature for payment. The payment of concerned installment is linked with the stage wise completion of the said building. Upon completion of each stage, the Promoter shall issue demand letter to the Allottee/s by RPAD/courier/hand delivery at the address of the Allottee/s mentioned in this agreement as well as by email on Allottee/s' email address, if provided by the Allottee/s. Upon receipt of said demand letter by RPAD/courier/email/hand delivery, whichever is earlier, within 7 (seven) days Allottee/s shall make the payment of respective installment. In case of failure on the part of Allottee/s in adhering to the time schedule of 7 (seven) days, Promoter shall become entitle to take all such legal steps for breach of contract as contemplated under the provisions of Contract Act and RERA. In case of Allottee/s commit/s any delay in making the said payment then Allottee/s shall become liable to pay interest as specified in MahaRERA Rules on all delayed payments. In addition to such rights and without prejudice to such rights, the consequences as contemplated in clause 7 below shall also become applicable and effective.
- 2.11) As per the payment schedule given under clause 2.3 hereinabove, the project has already been completed to the extent of%. Accordingly,% of purchase price has become due and payable. The Allottee/s therefore has/have paid/agreed to pay the said entire due amount within 7 days from the date of execution and registration of this agreement. Upon failure of Allottee/s in making payment of said due amount the consequences as stipulated in clause 2.8 above and/or clause 7 below shall become applicable and effective.
- 2.12) All payment shall be made by Allottee by drawing cheque/ DD/ RTGS/ NEFT in the name of ".....A/c. No. "....." in Bank, Branch, payable at or other account as Promoter may intimate subsequently to the Allottee. Allottee shall separately pay transfer charges, if any, and other statutory dues which may be levied from time to time.
- 2.13) Allottee shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoter within seven (07) days of such deduction is made.

2.14) Provided that the TDS payment to the competent authority shall not construed to be a receipt of consideration unless bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account as Promoter subsequently intimated to the Allottee.

3) RESERVATION FOR CAR PARKING:

3.1 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing nos., admeasuring Sq. Ft. having ft. length x ft. breadth x ft. vertical clearance and situated at Basement and/or stilt and /or podium, being constructed in the layout for the consideration of Rs. /-

-OR

The Allottee has requested to the Promoter for allotment of an open parking space and the Promoter hereby agrees to allot to the Allottee an open parking space bearing no....., admeasuring Sq. Ft., having ft. length x ft. breadth, without consideration.

3.2 Allottee undertakes and assures not to raise objection in case of change in the present location of said car parking space as per Occupancy Certificate.

3.3 Allottee shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor i.e. other than the Allottee of said Office/Shop/Flat.

3.4 Allottee shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.

3.5 The said car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.

3.6 The Society or Limited Company/Federation/ Apex body shall finally ratify the reservation of such car parking in its first meeting at the time of handover by the Promoter.

OR

Allottee has informed the promoter that he/she does not require any car parking space in said project. Accordingly, no reservation of car parking is made against said Office/Shop/Flat. Allottee undertakes, assures and guarantees not to claim any car parking space in said project in future, nor raise any objection to use of car parking by other Allottees.

4) ADHERANCE TO SANCTION PLAN:

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which have been imposed by the said corporation at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Office/Shop/Flat to the Allottee/s, obtain from the said corporation occupation and/or completion certificates in respect of the Office/Shop/Flat .

5) TIME IS ESSENCE FOR BOTH PROMOTER AND ALLOTTEE/S:

Time is of essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Office/Shop/Flat to the Allottee/s after receiving the occupancy certificate subject to what is stated in clause 9.1 below. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her/them and shall meet and comply with the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter.

6) DISCLOSURE OF FLOOR SPACE INDEX AND ACCEPTANCE BY ALLOTTEE/S:

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoter has planned to utilize basic Floor Space Index sanctioned as per provisions of UDCPR2020 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index sanctioned as per provisions of UDCPR-2020 proposed to be utilized by him on the project land in the said Project.

The Allottee/s have been explained and made aware of the available FSI on the said Plot and also the additional FSI and Transferable Development Right (hereinafter referred to as "TDR") which may be availed thereon. Until conveyance of the said Plot in favour of Apex Body/ Federation Body and conveyance of the said Building in favour of the Organization, if the FSI/Floor Area Ratio in respect of the said Plot is increased and/or further development is possible on the said Plot on account of FSI and/or TDR originating from the

said Plot, on account of portions thereof under D. P. Road/setback and/or TDR/ FSI of other properties being available for being used on the said Plot (and/or on the amalgamated property, as the case may be) the Promoter solely shall be entitled to utilize such additional FSI.

7) CONSEQUENCES UPON FAILURE IN ADHERING TO TIME SCHEDULE:

- 7.1)** If the Promoters fail to abide by the time schedule for completing the project and handing over the said premises to the Purchaser/s, the Promoters agree to pay to the Purchaser/s, who does not intend to withdraw from the project, interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Promoter shall send the Demand Notice to the Purchaser/s at the address given by the Purchaser/s in this Agreement whenever such installments have become due and payable and the Purchaser/s shall be bound to pay the amount of the installments within 7 (seven) days from receipt of such Demand Notice sent by RPAD/Courier/Speed Post/Hand Delivery/Email, whichever is earlier. In the event of the Purchaser/s making any delay or defaults in making payment of any of the aforesaid installments on due dates the Promoters shall be entitled to recover from the Purchaser/s and the Purchaser/s agree/s to pay to the Promoters/Developers, interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, for every and all the delayed payments which become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter.
- 7.2)** Without prejudice to the right of the Promoter to charge interest in terms of sub clause (7.1) above, on the Allottee/s committing three defaults in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings), the Promoter shall at its own option, may terminate this Agreement:

Provided that, the Promoter shall give notice of 15 days in writing to the Allottee/s by registered Post A.D. at the address provided by the Allottee/s and mail at the email address provided by the Allottee/s of his/her/their intention to terminate this Agreement and of the specific breach or breaches of

terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then, at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that, upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of liquidated damages as mentioned below) within a period of 30 days of the termination, the instalments of sale consideration of the Office/Shop/Flat which may till then, have been paid by the Allottee/s. It is agreed and understood that after offering the refund as stated above to the Allottee/s, it shall be construed as due compliance by the Promoter of the termination clause and accordingly thereafter Promoter shall be at liberty and shall have all legal right to allot and/or sell/transfer the said Office/Shop/Flat to any third party Allottee/s upon such terms and conditions as may be deem fit by the Promoter. The Allottee/s shall not be entitled to raise any dispute or objection for such third-party allotment of the said Office/Shop/Flat by the Promoter. The Promoter shall within 30 days of termination refund to the Purchaser the amount paid by the Purchaser subject to the following deductions:

- i) 10% of the Purchase Price (which is to stand forfeited to the Promoter upon the termination of this Agreement);
- ii) The taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Office/Shop/Flat upto the date of termination of this Agreement;
- iii) Processing fee and brokerage paid if any etc. in respect of the said Office/Shop/Flat ;
- iv) The amount of interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- v) In the event of the resale price of the said Office/Shop/Flat to a prospective purchaser is less than the Purchase Price mentioned herein, the amount of such difference; and
- vi) The costs incurred by the Promoter in finding a new buyer for the said Office/Shop/Flat . The Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded and upon the termination, the Allottee/s hereby agree to forgo all their right, title and

interest to immediate ejectment as trespassers. The decision of the Promoter in this respect shall be final and binding upon the Purchaser, which the Allottee/s agrees and undertakes not to dispute in any manner whatsoever.

7.3) It is agreed and understood that after deducting the total amount of liquidated damages, the balance amount if any shall be refunded to the Allottee/s in the manner stated in clause (7.2) above and that too simultaneously upon Allottee/s executing and registering the deed of cancellation of this agreement, which deed Allottee/s shall be liable to execute and register within 15 days from the date of receipt of termination notice by him/her/them as stated in clause (7.2) above, failing which the Promoter shall be entitled to proceed to execute/register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee/s and the Allottee/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/registration shall not prejudice the cancellation and/or the Promoter's right to forfeit and refund the balance to the Allottee/s and the Promoter's right to sell/transfer the Office/Shop/Flat including but not limited to car park(s) to any third party. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the Office/Shop/Flat and/or Car Park(s) and/or the Project and/or the Project Property and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

7.4) In the event, the Allottee/s intends to terminate this Agreement, then the Allottee/s shall give a prior written notice ("Notice") of 60 (sixty) working days to the Promoter expressing his/her/its intention to terminate this Agreement. The Allottee/s shall also return all documents (in original) with regards to this transaction to the Promoter along with the Notice. Upon receipt of such Notice for termination of this Agreement by the Promoter, the procedure and consequences upon termination as contemplated in clause (7.2) and (7.3) above shall become automatically applicable and the refund of purchase price to the Allottee/s shall be made in accordance with what has been stated in the said clauses.

8) AMENITIES AND FIXTURE:

8.1) The Promoter shall provide to the said Office/Shop/Flat the amenities, fixtures and fittings and to said building such specifications and/or facilities, which are more particularly set out in SCHEDULE III annexed hereto.

9) POSSESSION DATE:

9.1) The Promoter shall give possession of the Office/Shop/Flat to the Allottee/s on or before **31/12/2029**. If the Promoter fails or neglects to give possession of the Office/Shop/Flat to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand, to refund to the Allottee/s the amounts already received by him in respect of the Office/Shop/Flat with interest at the same rate as may mentioned in the clause (7.1) herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Office/Shop/Flat on the aforesaid date, if the completion of building in which the Office/Shop/Flat is to be situated is delayed on account of:

- (i) war, civil commotion or act of God.
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

10) PROCEDURE FOR TAKING POSSESSION:

10.1) The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Office/Shop/Flat , to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issuance of such notice and the Promoter shall give possession of the Office/Shop/Flat to the Allottee/s subject to the Allottee/s making payment to Promoter of entire consideration as well as other amounts payable under this agreement including the interest for delayed payment if any accrued thereupon. The Allottee/s also agree/s and undertake/s to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be at the time of and/or before taking the possession. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate in respect of the said building in which said Office/Shop/Flat is situated.

10.2) The Allottee/s shall take possession of the Office/Shop/Flat within 15 days of the Promoter giving written notice to the Allottee/s intimating that the said

Office/Shop/Flat is ready for use and occupation. Even if the Allottee/s does/do not take possession of the Office/Shop/Flat , still he/she/they shall become liable for the payment of maintenance charges as mentioned in clause 12.1 below, so also for all other taxes, levies, cess and charges as may be imposed or become payable in respect of the said Office/Shop/Flat .

- 10.3) FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF OFFICE/SHOP/FLAT : -Upon receiving a written intimation from the Promoter as per clause (10.1), the Allottee/s shall take possession of the Office/Shop/Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation. In case the Allottee/s fails to take possession within the time provided in clause (10.1) such Allottee/s shall continue to be liable to pay maintenance charges as applicable as stated above.
- 10.4) If within a period of 5 (Five) years from the date of handing over the Office/Shop/Flat to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Office/Shop/Flat or the building in which the Office/Shop/Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided however, that the Allottee/s shall not carry out any alterations of whatsoever nature in the said Office/Shop/Flat of wing and in specific the structure of the said Office/Shop/Flat of the said building which shall include but not limited to columns, beams, etc. or in fittings therein, in particular, it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water, if any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become Nil. The word defect here means only the manufacturing and workmanship defect(s) caused on account of wilful neglect on the part of the Promoter and shall not mean defect(s) caused by normal wear and tear and by negligent use of Office/Shop/Flat by the occupants, vagaries of nature, etc. That it shall be the responsibility of the Allottee/s to maintain his Office/Shop/Flat in a proper manner and take all due care needed including but not limited to the joints in the tiles in his

Office/Shop/Flat are regularly filled with white cement/epoxy to prevent water seepage. Further, where the manufacturer warranty as shown by the Promoter to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said Office/Shop/Flat /building/wing. And if the annual maintenance contracts are not done/renewed by the Allottee/s the promoter shall not be responsible for any defects occurring due to the same. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures sustainable and in proper working condition to continue warranty in both the Office/Shop/Flat and the common project amenities wherever applicable. That the Allottee/s has/have been made aware and that the Allottee/s expressly agrees that the regular wear and tear of Office/Shop/Flat /building/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the Office/Shop/Flat /building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

10.5) The Allottee/s is/are aware that the Promoter is not in the business of or providing services proposed to be provided by the service Providers/Facility Management Company or through the Service Providers/ FMC. The Promoter does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The parties here to agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance/ non-performance or otherwise of these services provided by the respective Service Providers/FMC.

11) USER OF OFFICE/SHOP/FLAT:

11.1) The Allottee/s shall use the Office/Shop/Flat or any part thereof or permit the same to be used only for purpose of Residential/Commercial and as may be permissible as per the said revised sanctioned plan. Allottee/s shall use parking

space, if any only for purpose of keeping or parking his/her/their owned vehicle.

12) PAYMENT OF ADDITIONAL AMOUNT BY ALLOTTEE/S:

12.1 The Sale consideration of the Said Office/Shop/Flat shall be appropriated by the Developer/Promoter. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:

- (a) Legal and Document charges at the time of execution of this Agreement
- (b) Valuation Report
- (c) Development Charges/Transfer Charges/Infrastructure Development Charges payable to Competent Authority.
- (d) Proportionate Stamp Duty and Registration Charges for Lease Deed/Deed of Assignment/Conveyance
- (e) Water and drainage connection deposit and meter charges or any other charges imposed by the concerned competent authority or other Government Authority
- (f) Electricity Connection, Meter Deposit, Service Charges or any other Electricity Service Provider Charges, Cable Charges and Transformer
- (g) Co-operative Societies/Condominium of Office/Shop/Flat /Limited Company Formation/Registration Charges
- (h) Property Tax
- (i) Stamp Duty and Registration Charges on Office/Shop/Flat . If any additional Stamp Duty is payable over and above the Stamp Duty on premises, then the Allottee/s shall be liable to pay the same.
- (j) Service Tax, VAT, Cess, GST, or any other Taxes or Charges levied by the State or Government Authorities
- (k) Any other charges, taxes and expenses levied by the Government Authorities
- (l) Share money, application entrance fee of the Society or Limited Company
- (m) Transfer Charges (if applicable) which are payable to Competent Authority

(All the above amounts to be decided at the time of possession on actual amount incurred)

The Allottee/s hereby agree/s that he/she/they shall not be entitled to question either the quantum of such amount nor claim any interest thereon.

13) ACCEPTANCE BY ALLOTTEE/S ABOUT PROMOTER'S LIABILITY:

SAVE AND EXCEPT as provided under RERA, the Promoter shall not be liable to give any account to Allottee/s for and of above stated amounts. It is also agreed and accepted that unless aforesaid amounts as mentioned in clause 12 above are fully paid by Allottee/s, he/she/they shall not be entitled to demand the possession of said Office/Shop/Flat.

14) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee/s as follows:

- a) The Promoter has clear and marketable title with respect to the Said Plot; subject to what has been stated hereinabove and/or in the title certificate and/or disclosed on the website of the authority under RERA, Promoter has requisite rights to carry out development upon the Said Plot and also have actual, legal and physical possession of the said real estate project.
- b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite as and when required under law further approvals from time to time to complete the development of the project;
- c) There are no encumbrances upon the Said Plot or the Project except those disclosed in the title report and/or disclosed on the website of the regulatory authority under RERA.
- d) There are no litigations, save and except litigations, if any, as mentioned in Title Certificate annexed hereto at Annexure B, pending before any Court of law with respect to the Said Plot or Project. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Plot and said building are 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, Said Plot and said building shall be obtained by following due process of law;
- e) The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein upon said Office/Shop/Flat and/or said concerned parking space, may prejudicially be affected;
- f) The Promoter has 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 Said Plot and the said Office/Shop/Flat , which will, in any manner, affect the rights of Allottee/s under this Agreement;

- g) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Office/Shop/Flat to the Allottee/s in the manner contemplated in this Agreement;
- h) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, which it has agreed to pay under the said development agreement till handing over possession of said Office/Shop/Flat to Allottee/s.
- i) 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 Plot) has been received or served upon the Promoter in respect of the Said Plot and/or the Project except those disclosed in the title report.
- j) In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/ fees/ charges for services/ commission/ brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/ allottee/ both, as the case may be, in accordance with the agreed terms of payments.

15) WARRANTIES AND COVENANTS OF AND BY THE ALLOTTEE/S:

The Allottee/s has/have himself/herself/themselves with intention to bring all persons into whosoever hands the Office/Shop/Flat may come, hereby covenants with the Promoter as follows:

- a) To maintain the Office/Shop/Flat at the Allottee/s's own cost in good and tenantable repair and condition from the date that of possession of the Office/Shop/Flat is taken and shall not do or suffer to be done anything in or to the building in which the Office/Shop/Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Office/Shop/Flat is

situated and the Office/Shop/Flat itself or any part thereof without the consent of the local authorities, if required.

- b) Not to store in the Office/Shop/Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Office/Shop/Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Office/Shop/Flat is situated, including entrances of the building in which the Office/Shop/Flat is situated and in case any damage is caused to the building in which the Office/Shop/Flat is situated or the Office/Shop/Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- c) To carry out at his/her/their own cost all internal repairs to the said Office/Shop/Flat and maintain the Office/Shop/Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Office/Shop/Flat is situated or the Office/Shop/Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the Office/Shop/Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Office/Shop/Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Office/Shop/Flat is situated and shall keep the portion, sewers, drains and pipes in the Office/Shop/Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Office/Shop/Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or

RCC, Pardis or other structural members in the Office/Shop/Flat without the prior written permission of the Promoter and/or the Society.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot and the building in which the Office/Shop/Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Office/Shop/Flat in the compound or any portion of the said Plot and the building in which the Office/Shop/Flat is situated.
- g) Pay to the Promoter within fifteen days of demand by the Promoter, his/her/their share of security deposit and/or such other charges, amount, moneys, taxes, cess, etc. as the case may be payable by the Allottee/s under this agreement and or as may be demanded by the concerned local authority or Government or water, electricity or any other service providers in connection to the building in which the Office/Shop/Flat is situated and or in respect of said Office/Shop/Flat .
- h) To bear and pay increase in local taxes, Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Office/Shop/Flat by the Allottee/s to any purposes other than for purpose for which it is sold and/or for any other reasons.
- i) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Office/Shop/Flat until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have intimated in writing to the Promoter and obtained the prior written consent of the Promoter for such transfer, assign or part with the interest etc.
- j) The Allottee/s 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 Office/Shop/Flat therein and/or for any other reasons and for the observance and performance of

the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of the Office/Shop/Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- k) Till complete and full development of the said Plot the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, shall have right to enter into and upon the Said Plot or any part thereof to view and examine the state and condition thereof. The Allottee/s and/or anybody claiming through him/her/them/it shall not be entitled to take objection or create obstruction in the said right of Promoter.
- l) Unless and until all the amounts the Allottee/s is/are liable to pay to the Promoter by and under this agreement and/or otherwise in law, are fully and completely paid, the Allottee/s shall not be entitled to transfer/agree to transfer his/her/their interest in the said Office/Shop/Flat and/or benefit of this agreement to anyone else without taking prior written consent of the promoter. While giving such written consent the Promoter shall be entitled to demand from the Allottee/s by way of transfer charges and administrative and other costs, charges and expenses, such amounts as may be deemed just and proper by them in their sole discretion if not prohibited under provisions of RERA.
- m) The Allottee/s and/or the persons to whom said Office/Shop/Flat is transferred or to be transferred hereby agree to sign and execute all papers, documents and to do all other things as the Promoter may require of him/her/it/them to do and execute from time to time for effectively enforcing this agreement and/or for safeguarding the interest of the Promoter and all persons acquiring the remaining Office/Shop/Flat in the said building/s on the said Plot.
- n) The Promoter shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement, shall have a first lien and charge on the said Office/Shop/Flat , agreed to be purchased by the Allottee/s.

- o) Without prejudice, to the rights of the Promoter under RERA and/or any other Act, the Promoter shall be entitled to take action against the Allottee/s if the Allottee/s do/does not pay his/her/its/their proportionate share of outgoing every month and if remain/s in arrears for three months and/or do/does not pay the purchase price and/or other amounts which he/she/it/they is/are liable to pay under this agreement diligently, fully and finally; then the Promoter shall be entitled to terminate this agreement and enter upon the said Office/Shop/Flat and resume possession of the said Office/Shop/Flat .
- p) The Promoter shall be entitled to sell, transfer and/or agree to sell/transfer all the other Office/Shop/Flat and also agree to allot parking areas situated or to be situated in the said building/s and/or upon any portion of the Said Plot to anyone else in any manner whatsoever and such Allottee/s shall be entitled to use their respective Office/Shop/Flat s/parking spaces/etc. for any purposes as may be permissible under law and the Allottee/s shall not take any objection of any nature in that regard.
- q) In case of acquisition or requisition of the Said Plot and/or any portion thereof, for any reason whatsoever by the said Corporation and any other competent authority; the Promoter alone shall be entitled to appropriate the compensation receivable or that shall be given against such acquisition or requisition.
- r) Not to relocate brick walls onto any location, which does not have a beam to support the brick wall.
- s) Not to change the location of the plumbing or electrical lines (except internal extensions).
- t) Not to change the location of the wet/waterproofed areas.
- u) Not to make any alteration in the elevation and outside color scheme of the building.
- v) The Allottee/s shall not allow the said Office/Shop/Flat to be used for user different from the nature of the user that it is intended for use by the Promoter.
- w) Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to their Office/Shop/Flat or terraces and the same are retained by the Promoter as restricted amenities. The Allottee/s is/are aware that certain parts of

the building shall be allocated for exclusive use of certain users/residents. The price of the Office/Shop/Flat has been determined taking this into consideration and the Allottee/s waives his/her/their/its right to raise any dispute in this regard.

- x) The Allottee/s confirm/s that this agreement is the binding arrangement between the parties and overrides any other written and/or oral understanding but not limited to the application form, allotment letter, brochure or electronic communication of any form.
- y) Upon and after handover of the management of the Building to the Society, the Society (and its members) will be responsible for fulfillment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time.
- z) The Allottee/s, if is a resident of outside India (NRI) then he/she/they shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999(FEMA), Reserve Bank of India Act and Rules made there under or any statutory amendments(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India, etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with provision of FEMA or statutory enactments or amendments thereof and the rules and regulation of the Reserve Bank of India or any other Applicable Law. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for action under the FEMA as amended from time to time. The Promoter accepts no responsibility / liability in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards

any third-party making payment/ remittances on behalf of any Allottee/s and such third party shall not have any right in the application / allotment of the said Office/Shop/Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

aa) The Allottee/s undertake/s to observe all other stipulations and rules which are provided herein in order to enable the building to be well maintained and enable all Allottee/s to enjoy the usage of these areas as originally designed.

bb) The Allottee/s doth hereby assure and declare that before executing the present agreement, he/she/it/they has/have investigated the title of the Promoter in and over the said Plot and has/have got himself/herself/itself/themselves satisfied about the same and as such has/have no grievances in respect thereof.

cc) After receiving possession of the said Office/Shop/Flat from the Promoter, the Allottee/s shall make necessary application to the society for becoming member of the Society.

dd) That Allottee/s admit and accept the binding effects of all the covenants given hereinabove and the same shall be binding upon and enforceable against Allottee/s. The Allottee/s shall not commit any breach or violation of any of the above-mentioned covenants given to the Promoter and understand that the entitlement to the 5 years defect liability clause as stipulated in clause 10.4 by the Allottee/s shall be subject to Allottee/s not violating the covenants given by him/her/them vide clause 'a to cc' above. Any breach or violation of above covenants shall make Allottee/s liable for action in accordance with law for breach of Contract.

16) SPECIAL CLAUSE:

16.1 The Allottee/s knows and accepts that the said real estate project is a redevelopment project of Society/Confirming Party and since the Society/Confirming Party is already in existence and the owner of the Said Plot, there will not be any question of Promoter complying with their obligation under RERA regarding formation of society as per section 11 (e) and transfer of title as per Section 17 of RERA. However, if under the provisions of RERA or other applicable laws Promoter is required to execute any document, inter-alia, handing over the New Building to the Society/Confirming Party then Promoter

will execute such document as and when required but at the cost and expenses of the Allottee/s and other Apartment holders of the New Building. The Allottee/s shall be liable to incur and bear his/her/their proportionate share/contribution in the said cost and expenses including the stamp duty and/or registration of such document and/or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial Or Quasi-Judicial Authorities or any other charge for the transfer of the said plot on 'actual basis'. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

The Promoter shall induct the Allottee/s as member/s in the said Society in accordance with the provisions of the bye-laws of the Society.

The Promoter shall require the Allottee/s to become the member of the said Society by paying the admission fee, share money, proportionate contribution to the fund and also by paying the other amounts as specified in this Agreement.

17) SOCIETY MAINTENANCE CHARGES:

17.1 Commencing a week after notice in writing is given by the Promoter to the Allottee that the said Office/Shop/Flat is ready for use and occupation, irrespective of the Allottee taking the possession of the said Office/Shop/Flat , the Allottee will be liable for proportionate share of outgoings in respect of said plot for water charges, insurance, common lights, repairs, salaries, property tax if any, security, sweepers and all other expense necessary and incidental to the maintenance of the society. Such proportionate share of expense shall be calculated on the basis of area of the said Office/Shop/Flat plus the additional area attached to the said Office/Shop/Flat i.e. gross usable area vis a vis total gross usable area of said project.

17.2 The Allottee shall pay to the Promoter at the time of possession, an advance maintenance for months aggregating to Rs...../- (Rupees Only) along with Service Tax/GST as "common maintenance charges" for the upkeep and maintenance of the said Project building. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the building is conveyed to the Society as aforesaid.

The aforesaid maintenance charges are only indicative and not exhaustive in nature. The actual amount of maintenance to be charged may vary depending upon the cost of maintenance of the project at the time of possession of the Office/Shop/Flat s/at the time of receipt of Occupancy Certificate.

18) UNSOLD OFFICE/SHOP/FLAT IN SAID PROJECT:

18.1 Promoter shall be inducted as a member of said society for unsold Office/Shop/Flat s upon formation of society and conveyance of the said Plot to society.

18.2 Promoter shall be entitled to sell the unsold Office/Shop/Flat in said project without any separate permission or consent of society and the members of society. The prospective Allottee of such unsold Office/Shop/Flat shall be inducted by the society as members and no objection shall be raised either by existing members or the society.

18.3 Allottee or society shall not be entitled to demand any transfer charge for the transfer of unsold Office/Shop/Flat by the Promoter to prospective Allottees.

18.4 Promoter shall also be entitled to car parking reserved for the unsold Office/Shop/Flat and the society or Allottee shall not stake claim on such parking.

18.5 Promoter shall be entitled to mortgage the unsold Office/Shop/Flat of the said project with the financial institutions without any separate NOC from society or the members of society.

18.6 Promoter is entitled to all the rights of being a member of society i.e. right to attend meeting, right to vote in the meeting etc.

19) RESTRICTION ON RIGHT OF ALLOTTEE/S:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Office/Shop/Flat s or of the Said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Office/Shop/Flat hereby agreed to be sold to him/her/them and all open spaces, common areas, parking spaces, lobbies, staircases, lift area, terrace internal road, etc. will remain the property of the Promoter unless conveyed as per the provisions of law to and in favour of the society.

20) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

20.1) There is no any mortgage or charge upon the Said Plot. The Promoter agrees that after execution of this agreement it shall not of its own unilaterally and without the consent of Allottee/s mortgage or create a charge on the said Office/Shop/Flat. In case if any such mortgage or charge is made or created by the Promoter by itself 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/s, who has taken or agreed to take such Office/Shop/Flat.

20.2) In case if the Allottee/s avail the financial assistance or home loan inter-alia for purchasing and acquiring the said Office/Shop/Flat, then in that event, Promoter shall at the request and at the cost of Allottee/s, allow the charge or mortgage to be created upon the said Office/Shop/Flat of such financial institution from whom the Allottee/s shall avail such financial assistance or home loan. It is agreed and understood that the entire responsibility/liability of repayment of the said financial assistance / home loan shall be that of the Allottee/s alone. The Promoter in no way shall be liable for the payment of or repayment of the said financial assistance/home loan to the said financial institution. The Allottee/s alone shall be liable and responsible for all consequences, costs and or litigations that may arise due to non-payment and default in repayment of said financial assistance and home loan. In any case mortgage or charge that shall be created pursuant to availing of such financial assistance/home loan by the Allottee/s, shall be limited to and/or restricted to or upon to the said Office/Shop/Flat only. Save and except the said Office/Shop/Flat, no other portion of the said building and or said Plot shall be encumbered or charged with any liability of mortgage or otherwise against said financial assistance/home loan. The Allottee/s undertake/s to indemnify and keep indemnified the promoter against all loses, injures or damages that may be caused to the Promoter due to non-payment/repayment of the said financial assistance/home loan.

21) BINDING EFFECT:

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s 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/s and secondly, appear for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 7 (Seven) days from the date of its receipt by the Allottee/s, application of the Allottee/s for allotment of Office/Shop/Flat shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever and by deducting therefrom liquidated damages as stated in clause 7.3 above.

22) ENTIRE AGREEMENT:

This Agreement, along with its schedules, annexures constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Office/Shop/Flat /plot/building, as the case may be.

23) RIGHT TO AMEND:

This agreement shall not be amended by either of the parties without mutual consent of each other. The amendment if any is to be made to this agreement shall be made only by written consent of both the parties and not otherwise.

24) PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S:

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

25) SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the provisions of RERA Act or the Rules framed thereunder then, such provisions of the Agreement shall be deemed to have been amended or deleted and or shall be considered as 'severed' from this agreement as if it was not forming part of this agreement. But in that eventuality the remaining Provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same shall be in the proportion of the carpet area of the Office/Shop/Flat to the total carpet area of all the Office/Shop/Flat in the Project.

27) FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. All costs expenses, charges, taxes, including stamp duty, GST, Registration Charges etc., that shall be required to be incurred for execution of such instruments and/or for taking such other action, shall be incurred and paid by the Allottee/s in proportionate share.

28) PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter at the Promoter's Office as mentioned in the title clause.

The Allottee/s and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

29) ADDRESS FOR CORRESPONDENCE:

That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified hereinbefore in this agreement or at the email address provided herein:

Notified Email ID of Allottee/s :

Notified Email ID of the Promoter :

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

30) JOINT ALLOTTEE/S:

That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.

31) STAMP DUTY AND REGISTRATION:

The charges towards stamp duty and registration of this Agreement shall be borne by Allottee/s.

32) DISPUTE RESOLUTION:

Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, such unsettled dispute shall be referred to the authority as per the provisions of Real Estate Regulation and Development Act 2016 and the Rules and Regulation framed thereunder.

33) GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

SCHEDULE I

THE SAID PLOT ABOVE REFERRED TO:

ALL THAT piece and parcel of Land bearing CTS No. **1013, Off Dedidayal Rd, near Next School**, area admeasuring about **1672.20 Sq. Mtrs.** lying, being and situated at Village: **Mulund (W)**, Taluka: **Kurla**, District: **Mumbai Suburban-** 400080 and bounded as follows:

On or towards the North by :

On or towards the South by :

On or towards the East by :

On or towards the West by :

SCHEDULE II

SAID OFFICE/SHOP/FLAT ABOVE REFERRED TO:

Office/Shop/Flat bearing No., admeasuring about Sq. Meters. of Carpet area plus Sq. Meters. of Balcony area, Balcony on theFloor of the said building known as “**Emerald Heights CHS Ltd**”, which is constructed in or upon the above referred said Plot, which Office/Shop/Flat is shown on the floor plan thereof as Annexure ‘D’,

SCHEDULE III
(LIST OF AMENITIES)

A.) Description of the common areas provided:

	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
i.	Designed entrance foyer	31/12/2029	31/12/2029	
ii.	Decorative M.S. Gate with well-matched compound wall.	31/12/2029	31/12/2029	
iii.	Rain water harvesting	31/12/2029	31/12/2029	

B.) Facilities/ amenities provided/to be provided within the building including in the common area of the building:

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/comm on organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
i.	Designed entrance foyer.		31/12/2029	31/12/2029		
ii.	Decorative M.S. Gate with well-matched compound wall		31/12/2029	31/12/2029		
iii.	Rain water harvesting.		31/12/2029	31/12/2029		

C.) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:

	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
i.	NA	NA	NA	NA	NA	NA

D.) The size and the location of the facilities/ amenities in form of open spaces (RG/PG etc.) provided/ to be provided within the plot and/ or within the layout.

	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i.	NA	NA	NA	NA	NA

E.) Details and specifications of the lifts:

	Type Lift (passenger/ service /stretcher/goods /fire evacuation/ any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.	Lift	4		

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS
THIS DAY OF 2025 AT

THE COMMON SEAL OF THE)
WITHIN NAMED “PROMOTER”)
M/s. JALARAM ICON LLP)
Through its Partner/s)
1))

(Signature)

(Photo)

(Left Thumb)

SIGNED & DELIVERED BY THE)
WITHIN NAMED “ALLOTTEE/S”)
1))

(Signature)

(Photo)

(Left Thumb)

2) MR.....)

(Signature)

(Photo)

(Left Thumb)

In the presence of

1))

2))

RECEIPT

Received an amount of Rs...../- (Rupees Only)
from the Allottee/s towards part payment of total consideration as mentioned in
clause No. 2 above in following manner:

Date	Amount (Rs.)	Cheque No.	Name of the Bank

I say received

M/s. JALARAM ICON LLP
Through its Partner/s