

This Agreement made at this \_\_\_\_ day of \_\_\_\_\_, 2019 between

- (1) **Parijat Hill View Realty LLP** (LLPIN: AAL 8639), a limited liability partnership established under the provisions of Limited Liability Partnership Act, 2008 and having its registered office at 72-76, Industrial Estate, Mundhwa, Pune 411036, Maharashtra, India, hereinafter referred to as “**the Promoter**” of the ONE PART which expression shall, unless excluded by or repugnant to the context or meaning thereof and include its successors in title);

AND

- (2) (\_\_\_\_\_) having address at \_\_\_\_\_ hereinafter referred to as “**the Allottee**” (\_\_\_\_\_) of the SECOND Part.

**WHEREAS:**

- A. By and under a Lease Deed No. BRL / 3 543 / 2018 and the sales deed No. BRL / 3 / 544 / 2018 Dated 19th March 2018. Book no.1 at the office of Sub-registrar, Borivali, Mumbai Suburban District, Maharashtra Housing and Development Authority (“**MHADA**”) has granted unto and in favour of the Magathane Parijat Co-operative Housing Society (“**the Society**”) the leasehold rights in respect of all that piece or parcel of land bearing admeasuring 2727.82 sq. mtr., bearing Survey No. 34 A (pt) and 47(pt) CTS No. 259 (part) and 260 (pt) of village Magathane, Gulmohar City, Borivali (E), Mumbai - 400066 (hereinafter referred to as the “**Land**” and is more particularly described in the First Schedule hereunder written). A copy of the extract of Index-II recording entry pertaining to registration of the said Lease Deed dated 19th March 2018 is annexed as **Annexure - A** hereto.
- B. By and under a Sale Deed sales deed No. BRL / 3 / 544 / 2018 and registered at Sr. no. BRL / 3 543 / 2018 Dated 19th March 2018 in Book no.1 at the office of Sub-registrar, Borivali, Mumbai Suburban District, Mhada sold and transferred unto and in favour of the Society ownership right, title and interest in Chawl No 48 to 53 constructed on the said Land and comprising 60 tenements (hereinafter referred to as the “**Old Building**” and is more particularly described in Schedule hereunder written) pursuant to Deed of Sale dated Dated 19th March 2018. A copy of the extract of Index-II recording entry pertaining to registration of the said Sale Deed dated 19th March 2018 is annexed as **Annexure - A** hereto.
- C. The members of the Society resolved to redevelop the Land by causing demolition of the Old Building and causing a developer to construct a new building comprising of flats and commercial premises (“**Project**”) and for the said purpose, after complying with all the rules, regulations and procedures prescribed under laws governing redevelopment of the Land, resolved to grant the rights to redevelop the Land unto and in favour of M/s. Parijat Hill View Realty LLP (“**the Developer**”). A copy of the resolution passed by the members of the Society is annexed hereto as ‘**Annexure – B**’.

- D. Pursuant to letter dated \_\_\_\_\_ vide letter No. \_\_\_\_\_ ‘**Demarcation Plan**’), MHADA has demarcated tit bit area admeasuring \_\_\_\_\_ sq. mtr being the areas available for development by the Society and being in addition to the Land and aggregating an area admeasuring 2727.82 sq. mtr. been made available for the redevelopment project. A copy of the Demarcation Plan is annexed hereto as ‘**Annexure C**’.
- E. By and under a Development Agreement dated 31.12.2018 and registered at Sr. no. BRL4 – 19086 of 2018 in Book no. 1 at the office of Sub-Registrar Borivali No. 4, Bandra (the said “**Development Agreement**”), the Society granted unto and in favour of the Developer , all the rights to redevelop the Land and area of 470.06 sq. mtrs. being the Tit bit area/open space aggregating to an area of 2727.82 sq. mtrs. (hereinafter referred to as the “**Developable area**” and is more particularly described in the Second Schedule hereunder written) by demolishing the Old Building and causing construction of new building as stipulated under the said Development Agreement. A copy of the extract of Index-II recording entry pertaining to registration of the said Development Agreement dated 31.12.2018 is annexed as **Annexure - D** hereto.
- F. Pursuant to the Development Agreement, the Society has executed and registered a Power of Attorney empowering the Original Developer to undertake and perform certain acts, deeds and things inter alia for and in respect of the Project. The said Power of Attorney is dated \_\_\_\_\_ and registered at Sr. no. \_\_\_\_\_ at Sub Registrar Office No 6 at the office of Sub-registrar Borivali (the said “**Power of Attorney**”).
- G. By letter no. CO /MB / REE / NOC/ F 1205 / 1875 / 2018 dated 14<sup>th</sup> November 2018 MHADA has granted permission for utilization of additional built up area admeasuring 10116.66 sq. mtrs. along with fungible FSI, under the revised DCR 33 (5).
- H. The Developer has obtained approval of MHADA for the redevelopment plan of the Developable Area vide letter CO /MB / REE / NOC/ F 1205 / 1875 / 2018 dated 14<sup>th</sup> November 2018 MHADA dated 14<sup>th</sup> November 2018. A copy of the said offer letter / NOC is annexed hereto as ‘**Annexure E**’.
- I. The Developer has, pursuant to the approved plan of the Project, caused demolition of the Old Building and has completed construction of plinth of the building proposed to be constructed on the Land.
- J. On \_\_\_\_\_, the Project has been registered with the Maharashtra Real Estate Regulatory Authority, under registration number – \_\_\_\_\_.
- K. The Developer is in the process of obtaining / has obtained a loan from Tata capital ( or any financial institution ) and as consideration for such financial assistance created / in the process of creating a mortgage in favour of Tata Capital / or any financial institution over the Developer’s salable area by way of a registered Indenture of Mortgage dated \_\_\_\_\_. A copy of the Indenture of Mortgage dated 10<sup>th</sup> July \_\_\_\_\_ is annexed hereto as ‘**Annexure F**’.
- L. The Promoter hereby confirms and declares that it has the necessary authority and powers to enter into and execute this Deed.

- M. The Promoter is entitled to demolish the Old Building and to construct a new building on the Developable Area in accordance with the recitals hereinabove;
- N. The Promoter is in possession of the Promoter's saleable area.
- O. The Promoter has proposed to construct on the Promoter's saleable area, two buildings, Wing A and Wing B, each having stilt + 22 upper floors .
- P. The Allottee is offered an Said Premises bearing number \_\_\_\_\_ on the \_\_\_\_\_ floor, ( herein after referred to as the said "Said Premises") in the \_\_\_\_\_ wing of the Building called \_\_\_\_\_ (herein after referred to as the said "Building") being constructed by the Promoter.
- Q. The Promoter has 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.
- R. As stated hereinabove, the the Project has been registered under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 "**the RERA Act**") with the Maharashtra Real Estate Regulatory Authority under registration number – \_\_\_\_\_; authenticated copy is attached in **Annexure 'G'**.
- S. The Promoter has appointed a structural Engineer 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.
- T. By virtue of the Development Agreement, Power of Attorney, the Promoter has sole and exclusive right to sell the Said Premises in the said building/s to be constructed by the Promoter on the Promoter's saleable area and to enter into Agreement/s with the allottee(s)/s of the Said Premises to receive the sale consideration in respect thereof;
- U. On demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the developable area and the plans, designs and specifications prepared by the Promoter's Architects Messrs. Deeksha City Scape ( Arch Hemant Kankaraiya .) and of such other documents as are specified under the RERA Act and the Rules and Regulations made thereunder;
- V. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the developable area on which the Said Premises are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'H'** and **'I'**, respectively.
- W. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure J**.

- X. The authenticated copies of the plans of the Layout as proposed by the Promoter 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 K**,
- Y. The authenticated copies of the plans and specifications of the Said Premises agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure L**.
- Z. 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
- AA. 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 developable area 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.
- BB. The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- CC. The Allottee has applied to the Promoter for allotment of an Said Premises No. .... on .....floor in wing \_\_\_\_ being constructed in the said Project,
- DD. The carpet area of the Said Premises is \_\_\_\_\_ square meters and "carpet area" means the net usable floor area of an said Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Said Premises for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the Said Premises for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said Premises.
- EE. 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 hereinafter;
- FF. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees ..... ) only, being part payment of the sale consideration of the Said Premises agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- GG. Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Said Premises with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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 hereby agrees to purchase the (Said Premises/Plot) and the garage/covered parking(if applicable)

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

1. **The Recitals Part of the Agreement** The Parties hereby agree and confirm that all the recitals of this Agreement form integral part of this Agreement and shall be read accordingly.
2. The Promoter shall construct the said building consisting of Stilt + 22 upper floors ("said buildings") being \_\_\_\_\_ building Wing A and \_\_\_\_\_ building Wing B on the Promoter's saleable area in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

- 2..(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Flat No. \_\_\_\_\_, of the type \_\_\_\_\_ of carpet area admeasuring \_\_\_\_\_ sq. metres on \_\_\_\_\_ floor in the building \_\_\_\_\_/wing (hereinafter referred to as "**the said Premises** ") as shown in the Floor plan thereof hereto annexed and marked Annexures N-1 and N-2 for the consideration of Rs. \_\_\_\_\_ including Rs. \_\_\_\_\_ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.. (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos \_\_\_\_\_ situated at \_\_\_\_\_ Basement and/or stilt and /or \_\_\_\_\_ podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/- (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos \_\_\_\_\_ situated at \_\_\_\_\_ Parking Tower / Basement and/or stilt and /or \_\_\_\_\_ podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-. 1.(b) The total aggregate consideration amount for the said Premises including garages/covered parking spaces is thus Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ only) (hereinafter referred to as the '**purchase consideration**')
- 2.(b) The Allottee has paid on or before execution of this agreement a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs \_\_\_\_\_ ( Rupees \_\_\_\_\_) in the following manner :-

| % of | Schedule of Payment | Amount in Rs. |
|------|---------------------|---------------|
|------|---------------------|---------------|

| Agreement Value |                                                                                                                                                                      |                                                                                                             |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| 10%             | Booking Amount                                                                                                                                                       | Agreement shall be executed only after receipt of 10% of the agreement value and bank loan sanction letter. |
| 10%             | After Completion of Foundation                                                                                                                                       |                                                                                                             |
| 15%             | After Completion of Plinth of the Building                                                                                                                           |                                                                                                             |
| 1.6%            | After completion of each Slab 1.6 X 22 Nos.=35%                                                                                                                      |                                                                                                             |
| 5%              | on completion of the walls, internal plaster, floorings doors and windows                                                                                            |                                                                                                             |
| 5%              | on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.                                                  |                                                                                                             |
| 5%              | On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located. |                                                                                                             |
| 10%             | On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas |                                                                                                             |
| 5%              | At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.               | Any other charges, including interest on late payment etc. to be paid before the possession.                |

- 2 (c) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Said Premises/Plot].
- 2 (d) The Total Price 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 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, which shall only be applicable on subsequent payments.
- 2.(e) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
2. (f) 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(a) of this Agreement.
- 2.(g) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

**Note:** Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

- 2(h) The Purchase Consideration is based on the present prevailing market price of the materials, labour and services. It is expressly agreed between the Parties that in the event of the cost of construction of the Building, common amenities and/or common facilities in the said Entire Property and matters incidental thereto increasing by more than [15]% by reason of escalation in the prices or cost of construction of materials, wages of labour, services etc., the Promoter shall be entitled to an increment in the Purchase Consideration to the extent of the increase in

the cost of construction as may be certified by the architects of the Promoter. Such additional consideration shall be apportioned equally between the unpaid balance instalments of the Purchase Consideration and shall be payable by the Allottee(s) to the /Promoter along with such unpaid balance instalments of the Purchase Consideration.

- 2 (i) The Allottee(s) understands that the amounts paid or becoming payable to the /Promoter by the Allottee (s) under this Agreement shall be refundable only in terms of this Agreement and shall not in any event carry interest. Unless so mandated by law, the Promoter shall not be liable to render any account to the Allottee (s).
- 2 (j) The Allottee (s) authorizes the Promoter to adjust/appropriate all payments made by the Allottee (s) under any head(s) of dues against any outstanding of the Allottee (s) under this Agreement.
- 2.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Said Premises to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Said Premises.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Premises to the Allottee and the common areas to the Society of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above (“**Payment Plan**”).
3. The Promoter hereby declares that the Promoter’s saleable area is ..... square meters only and Promoter has planned to utilize Floor Space Index of 3 by 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 of 3 as proposed to be utilized by him on the developable area in the said Project and Allottee has agreed to purchase the said Said Premises based on the proposed construction and sale of said Premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the said Flat to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under

the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his 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 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 (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Said Premises which may till then have been paid by the Allottee to the Promoter.
5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand to be provided by the Promoter in the said building and the Said Premises as are set out. List of the amenities and specification wherever required is annexure herewith as **Annexure 'M'**, annexed hereto.
6. The Promoter shall give possession of the Said Premises to the Allottee on or before..... day of .....20\_\_\_\_. If the Promoter fails or neglects to give possession of the Said Premises to the Allottee 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 the amounts already received by him in respect of the Said Premises with interest at the same rate as may mentioned in the clause 4.1 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 Said Premises on the aforesaid date, if the completion of building in which the Said Premises 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.

- 7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said premises, to the Allottee in terms of this Agreement to be taken within 3 months (three months from the date of issue of such notice and the Promoter shall give possession of the said premises to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the

Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The Allottee shall take possession of the Said Premises within 15 days of the written notice from the promotor to the Allottee intimating that the said Said Premises are ready for use and occupancy:
- 7.3 **Failure of Allottee to take Possession of [Said Premises/Plot]:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Premises to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Said Premises or the building in which the Said Premises 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 his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
8. The Allottee shall use the Said Premises or any part thereof or permit the same to be used only for purpose of \*residence/office/show-room/shop/godown for carrying on any industry or business.(\*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.
- 9.1 The Allottee along with other allottee(s)s of Said Premisess in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9.2 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Said Premises is situated.

- 9.3 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the developable area on which the building with multiple wings or buildings are constructed.
- 9.4 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Said Premises is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Said Premises) of outgoings in respect of the developable area and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the developable area and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. .... per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :- (i) Rs. .... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body, (ii) Rs. .... for formation and registration of the Society or Limited Company/Federation/ Apex body, (iii) Rs. .... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body, (iv) Rs. ....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body, (v) Rs. .... for Deposit towards Water, Electric, and other utility and services connection charges and (vi) Rs \_\_\_\_ for deposits of electrical receiving and Sub Station provided in Layout.
11. The Allottee shall pay to the Promoter a sum of Rs. .... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of

conveyance or Lease of the developable area, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

### **Right to Enter for Repairs**

In addition to the Promoter's rights of unrestricted usage of all Common Areas and facilities and parking space for providing necessary maintenance services, the Allottee(s) agrees to permit the Promoter or their employee/s agents to enter into the Flat or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the Flat or the defects in flat above or below or adjacent to the Flat. Any refusal of the Allottee(s) to give such right to entry will be deemed to be a violation of this Agreement and the Promoter shall be entitled to take such actions as it may deem fit.

### **Right to Introduce Security or Safety Measures**

As and when the circumstances may require or the Developer/Promoter may deem fit the Developer/Promoter may introduce safety and security measure for protection of building, their occupants and their properties. These safety measures may be introduced by the society or such organization of the Allottee(s) of units as and when formed. 12.12

### **Other Rights of the Promoter**

- (i) It is specifically clarified to the Allottee(s) that this Agreement is specific and confined to the said Flat agreed to be purchased by the Allottee(s) herein. The building and all land(s) beneath the building, and all other area within the said Entire Property are clearly outside the scope of this Agreement and the Allottee(s) shall have no ownership rights, no rights of use, no title or no interest of any kind or manner whatsoever over the same or any part thereof.
- (ii) The Allottee(s) confirms and represents that the Promoter has not indicated/ promised / represented/ given any impression of any kind in an explicit or implicit manner whatsoever, that the Allottee(s) shall have any right, title or interest of any kind whatsoever in any lands, buildings, Project Common Areas, facilities and amenities falling outside the periphery/ boundary of the said Property nor he/she had made any payment to the Promoter for such lands, buildings, Common Areas, facilities and amenities falling outside the said Property .
- (iii) Save and except the Flat, said parking space (if proposed to be Leased), the Common Areas and facilities, and Project Common Areas and facilities which are subject matter of this Agreement the Allottee(s) agrees that all other land(s), areas, facilities and amenities on the said Entire property, are specifically excluded from the scope of this Agreement and the Allottee (s) shall not be entitled to any ownership rights, rights of usage, title or interest etc. in any form or manner whatsoever in such land(s) , areas, facilities and amenities. The Allottee(s) agrees and understands that the ownership of such lands, areas, facilities and amenities vests solely with the Developer / Promoter/ its associate companies /its subsidiary companies and their

usage and manner/method in this Agreement or use, disposal etc. independently shall be at the sole discretion of the Developer / Promoter/ its associate companies/ its subsidiary companies, subject to statutory stipulations such as by The Municipal Corporation.

### 13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the developable area; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the developable area and also has actual, physical and legal possession of the developable area for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the developable area or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the developable area or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, developable area and said building/wing 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, developable area and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, developable area, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. 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 developable area, including the Project and the said [Said Premises/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Said Premises/Plot] to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area of the structure to the Association of the Allottees;

- x. 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, whatsoever, payable with respect to the said project to the competent Authorities;
  - xi. 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 property) has been received or served upon the Promoter in respect of the developable area and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Said Premises may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Said Premises is taken and shall not do or suffer to be done anything in or to the building in which the Said Premises 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 Said Premises is situated and the Said Premises itself or any part thereof without the consent of the local authorities, if required.
  - ii. Not to store in the Said Premises 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 Said Premises 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 Said Premises is situated, including entrances of the building in which the Said Premises is situated and in case any damage is caused to the building in which the Said Premises is situated or the Said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
  - iii. To carry out at his own cost all internal repairs to the said Said Premises and maintain the Said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Said Premises is situated or the Said Premises 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 committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
  - iv. Not to demolish or cause to be demolished the Said Premises 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 Said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said Premises is situated and shall keep the portion, sewers, drains and pipes in the Said Premises 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 Said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Said Premises without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the developable area and the building in which the Said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Said Premises in the compound or any portion of the developable area and the building in which the Said Premises is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Said Premises is situated. viii. 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 Said Premises by the Allottee for any purposes other than for purpose for which it is sold.
- viii. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Premises until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- ix. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 Said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Said Premises 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.
- xii. Till a conveyance of the structure of the building in which Said Premises is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

- xiii. Till a conveyance of the developable area on which the building in which Said Premises is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the developable area or any part thereof to view and examine the state and condition thereof.
- xiv. Allottee / society shall handover and / or shall not object to handover the DP reservations, as stated in the approved layout plans, to the respective authority / MCGM / MHADA etc. as per the provision of DCPR 2034

#### Additional Obligations of the Allottee (s)

The Allottee(s) also agrees to the following conditions:

- (a) If, after the date on which Allottee (s) has taken possession of the Flat, any damage of whatsoever nature is caused to the Flat, neither Promoter nor their contractor will be held responsible for the cost of reinstating or repairing the same and that Allottee (s) alone will be responsible for the same.
- (b) Before carrying out the interior works in the Flat the Allottee(s) should give Promoter in writing, the details of the nature of interior works to be carried out and take Developer / Promoter's written permission for the same.
- (c) Promoter will have a right to inspect and satisfy about the nature of interior works during the course of execution of the said works and thereafter. If after such inspection Promoter find that the nature of such works will be harmful to the building or to the owners of other flats, then Promoter will have the right to stop such interior works.
- (d) The Allottee(s) shall ensure that no portion of his/her/their floor area is subjected to a superimposed load in excess of its designed load and nothing is done in the said Flat /Unit whereby any floor below or above develops cracks or leaks, since the floor area load has been structurally designed as per BIS to take only a specified load.
- (e) Allottee (s) will ensure that pursuant to the said interior works, the debris will be dumped in an area earmarked by Promoter or their Contractor for the same and the same will be cleared by the Allottee(s) , on a daily basis and this should at no cost cause any nuisance or annoyance to the other owners of flats. All cost and consequences in this regard will be to the account of Allottee(s).
- (f) Promoter shall not be responsible for any leakage, breakage or any additions or alterations or any repairs to building carried out by Allottee (s) after obtaining possession of Flat by Allottee(s).

- (g) Allottee (s) will ensure that the contractors and workers engaged by Allottee (s) during execution of the said internal work do not dump any waste material of whatsoever nature either in the toilet, waste water line or soil line, which may block the free flow of down take waste water, thus resulting in perennial choking and leakage.
- (h) Allottee (s) must ensure that contractors of the Allottee (s) or workmen do not use or spoil the toilets inside the Flat or is the Building and that they must use only the toilet earmarked by Developer / Promoter.
- (i) All materials brought to the Flat/site for carrying out such interior works will be at the sole cost, safety, security and consequence of the Allottee (s) and that Promoter will not be held responsible for the same.
- (j) If during carrying out of such interior works any workmen sustain injury of whatsoever nature, the same will be properly taken care, attended to and treated by the Allottee (s) by providing at his own cost, including proper medical care and attention and that Promoter will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee (s) alone.
- (k) If during carrying out of such interior works, if any of Allottee (s) "s workmen misbehave or is found to be in a drunken state then the said workmen will be removed from the site forthwith and will not be allowed to reenter the site again.
- (l) The Allottee (s) must extend full cooperation to Promoter and contractors of Promoter and ensure good governance of such works.
- (m) The Allottee (s) must ensure that common passages/walkways are not obstructed or damaged during the course of carrying out such works or thereafter forever.
- (n) No external or elevation changes/modifications of whatsoever nature will be permitted to be carried on by Allottee (s).
- (o) The Allottee (s) will abide by all regulations and requirements of Promoter and contractors of Promoter in this regard, which are all of for common good and in no way cause any nuisance value to the owners of other flats.
- (p) The Allottee (s) will not change or alter the design of the grills provided by Promoter at any point of time.
- (q) The Allottee (s) shall not make any structural alterations in the Flat (including without limitation to chisel of pillars, columns or beams or change in the floor or the ceiling of the Flat) which would affect the safety and stability of the said Building.
- (r) The Allottee (s) shall not extend its windows or increase any floor space by enclosing any balconies or overhanging ledgers above windows, „chajjas“

or make any installations or additions to the Flat which Project or extend beyond the Flat or make any change to the Flat , including the exterior of the Flat or the windows of the Flat, which extension, increase, installations, additions or change alters or is likely to alter the exterior features, façade or elevation or the exterior appearance on any side or rear of the said Building in any manner whatsoever so as to alter the façade/elevation built by the Promoter or detract from the uniformity and aesthetics of the said Building, which exists at the time at which the Promoter hands over possession of the Flat to the Allottee(s) .

- (s) To point out in writing any defects in construction within one month of the possession if the Allottee (s) points out in writing any defect in construction, then the said defect shall be rectified by the Developer / Promoter. In case of leakage from wall due to monsoon, same shall be rectified by the Promoter within one month of the completion of first monsoon after date of Possession. Promoter shall not be responsible for leakage due to monsoon after completion of first monsoon from the date of possession.

- 14.2 In the event that the Allottee(s) after receiving possession of the Flat commits a breach under the foregoing provisions or makes any unauthorized change or alteration or causing any unauthorized repairs in or to the Flat or the Building, the Developer/Promoter shall be entitled to call upon the Allottee (s) to rectify the same at his cost and restore the Flat or the Building to its original condition. Without prejudice to the foregoing obligation of the Allottee(s), the Promoter may carry out the necessary rectification or restoration and the Allottee(s) shall be liable to reimburse the Promoter for all costs, charges and expenses incurred by the Promoter in this behalf. Without prejudice to the aforesaid, if the Allottee (s) does not rectify the breach within a period of 30 (thirty) days from the date of notice to the Allottee (s) or fails to reimburse the Promoter forthwith on demand for all costs, charges and expenses incurred by the Developer / Promoter, then in such event the Promoter shall be entitled to terminate this Agreement and forfeit the earnest money or deposit paid to the Promoter and the Promoter shall refund to the Allottee (s) the other installments of Allottee (s) price, which may till then have been paid by the Allottee (s) to the Developer / Promoter, but the Promoter shall not be liable to pay to the Allottee (s) any interest on the amount so refunded, provided that the Promoter may deduct from any such refundable amount any loss caused to the Promoter or the cost, charges and expenses incurred by the Promoter to rectify the damage to the Flat or the Building. Upon termination of the Agreement and refund of the aforesaid balance amount by the Promoter to the Allottee(s), the Promoter shall be at liberty to sell and dispose of the Flat to such third party and at such price as the Promoter may in its absolute discretion think fit and the Allottee (s) shall have no claim on the Flat or the Promoter or the price so obtained or otherwise howsoever. 30.2.2 Notwithstanding anything herein contained the Developer / Promoters shall not be liable for any defect or damage caused to the Flat or the Building or to rectify any such defect caused as a result of negligence, improper maintenance, improper operation, any change, repair or alteration carried out by the Allottee (s) The liability of the Promoter here under shall forthwith cease in the event that the Allottee (s) makes any such change or carries out any repairs or alterations to the Flat or

the Building without the written consent of the Developer / Promoter. 30.2.3 The Allottee (s) shall indemnify and keep indemnified the Promoter from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change or alteration or causing any unauthorized repairs in or to the Flat or the Building. 3

15 Allottee's Financing Contingency .

The Allottee(s) may obtain finance from any financial institution/ bank or any other source but the Allottee(s)'s obligation to purchase the Flat pursuant to this Agreement shall not be contingent on the Allottee(s)'s ability or competency to obtain such financing and the Allottee(s) will remain bound under this Agreement whether or not he/she/it has been able to obtain finance for the purchase of the Flat or any reason whatsoever. The Allottee (s) hereby agrees that he/she/it shall not be absolved from his/her/its liabilities and obligations under this Agreement in case bank /financial institute doesn't sanction loan or delays in sanctioning loan or delay in disbursements for any reasons whatsoever.

**16 Allottee (s) Not to Obstruct, Object or Protest**

i) The Developer/Promoter may complete any wing, part, portion or floor of the Building and obtain part occupation certificate and give possession of flat/s therein to the Allottee(s) of such flats and the Allottee(s) herein shall not be entitled to raise any objection thereto. If the Allottee(s) takes possession of the Flat in such partly completed wing, part or portion or floor and the Developer/Promoter or its agents or contractors shall carry on the remaining work with the Allottee(s) occupying his/her/their Flat, the Allottee (s) shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them.

ii) **Alterations of Unsold Units** The Promoter shall have right, without any approval of any Allottee (s) in the Building to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold flat within the Building and the Allottee (s) agrees not to raise objections or make any claims on this account.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Said Premises or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the developable area is transferred to the Apex Body /Federation as hereinbefore mentioned.

## 17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the \*[Said Premises/] 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 such [Said Premises/plot].

## 18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter 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 SubRegistrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter 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 Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

## 19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes 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 said Premises/plot/building, as the case may be.

## 20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

### 20.1 Sell, Transfer or Assign

The Developer/Promoter may sell, transfer or assign all its rights, title and interest in the said Entire property (subject to the rights and interests created in favour of the Allottee(s) including in respect of the unsold flats in any wings of the said building but without in any manner affecting the Allottee(s)"rights.

## 21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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 Allottees of the [Said Premises/Plot], in case of a transfer, as the said obligations go along with the [Said Premises/Plot] for all intents and purposes.

## 22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to 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.

## 23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Said Premises/Plot] to the total carpet area of all the [Said Premisess/Plots] in the Project.

## 24. 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.

## 25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease 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.
27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below: Name of Allottee (Allottee's Address) Notified Email ID:\_\_\_\_\_ M/s Promoter name (Promoter Address) Notified Email ID:\_\_\_\_\_ It shall be the duty of the Allottee 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, as the case may be.
28. JOINT ALLOTTEES That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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 Allottees.
29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.
30. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
31. FORCE MAJEURE
- “Force Majeure” shall mean any event or combination of events or circumstances beyond the control of the company which cannot (a) by the exercise of reasonable diligence or (b) despite the adoption of reasonable prevention and/or alternative measures, be prevented or caused to be prevented and which adversely affects the Developer's ability to perform its obligations under this Agreement, which shall include but not be limited to:
- i) act of god e.g. fire, drought, flood, earthquake, epidemics, natural disasters;
  - ii) explosions or accidents, air crashes, act of terrorism;
  - iii) strikes or lock outs, industrial disputes;
  - iv) non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters, or other intermediaries or due to any reason whatsoever;
  - v) war and hostilities of war, riots, bandh or civil commotion;
  - vi) the promulgator of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any government authority that prevents or restricted a

party from complying with any or all the terms and conditions as agreed under this Agreement; or

vii) any legislation order or rule or regulation made or issued by the Govt. or any other authority or, if any competent authority (ies) refuses, delays withholds, denies the grant of necessary approvals for the said building /said project or; if any matters, issues relating to such approvals, permissions, notices, notifications, by the competent authority (ies) become subject matter any suit/writ before a competent court or; for any reason whatsoever;

viii) any event or circumstances analogues to the foregoing.

- 1 If the building or any part thereof gets demolished and/or gets damaged on account of any act of God including earthquake, floods riots or any other natural calamity, act of enemy, war other causes beyond the control of the Promotersuch losses and damages incurred to the structure will be fully sustained by the Allottee (s) along with the other Allottee (s) and the Promotershall not be responsible for such loss/damage.
- 2 The Promoter shall not be held responsible or liable for not performing or delay in performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or any other cause ( whether similar or dissimilar to the foregoing) or any litigation concerning the said Entire property or any portion thereof not within the reasonable control of the Promoter as more specifically stated in the Definition of force majeure..

### **31 Indemnification**

The Allottee (s) hereby covenants with the Promoter to pay from time to time and at all times the amounts which the Allottee (s) is liable to pay under this Agreement and to observe and perform all the covenants and conditions in this Agreement and to keep the Promoter and its agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Promoter may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement including the amount expended on litigation in enforcing rights herein.

### **32. Brokerage**

In case the Allottee(s) has to pay any commission or brokerage to any person for services rendered by such person to the Allottee(s) whether in or outside India for acquiring the said Flat for the Allottee(s), the Promoter shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Promoter for the Flat. Further the Allottee(s) undertakes to indemnify and hold the Promoter free and harmless from and against any or all liabilities and expenses in this connection.

33. Further Assurance

The Allottee(s) and the persons to whom the Flat or part thereof is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the Promoter such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein. Promoter may reasonably request in order to effectuate the provision 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.

31. 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 and the \_\_\_\_\_ courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE 'A' PLEASE INSERT DESCRIPTION OF THE [SAID PREMISES/PLOT]

AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH

BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B' FLOOR PLAN OF THE SAID PREMISES

First Schedule above Referred to Description of the freehold/leasehold land and all other details

Second Schedule above Referred to Here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee: (including joint buyers)

(1)

(2)

At \_\_\_\_\_ on \_\_\_\_\_

in the presence of WITNESSES:

1. Name Signature \_\_\_\_\_
2. Name Signature \_\_\_\_\_

[Please affix photograph and sign across the photograph]

SIGNED AND DELIVERED BY THE WITHIN NAMED Promoter:

(1) (Authorized Signatory)

WITNESSES:

Name Signature \_\_\_\_\_

Name Signature \_\_\_\_\_

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

Name of the Attorney at Law/Advocate,

Address:

Date:

No.

RE.:

Title Report  
Details of the Title Report

The Schedule Above Referred to  
(Description of property)

Place:

Dated .....day of ..... 20.....

(Signed )  
Signature of Attorney-at-Law/Advocate

## List of Annexures

| Annexure            | Descripting                                                                                                                                                    |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Annexure - A</b> | Index-II recording entry pertaining to registration of the said Lease Deed dated 19th March 2018                                                               |
| <b>Annexure B</b>   | A copy of the resolution passed by the members of the Society                                                                                                  |
| <b>Annexure C</b>   | A copy of the Demarcation Plan                                                                                                                                 |
| <b>Annexure D</b>   | Index-II recording entry pertaining to registration of the said Development Agreement dated 31.12.2018                                                         |
| <b>Annexure E</b>   | A copy of the said offer letter / NOC CO /MB / REE / NOC/ F 1205 / 1875 / 2018 dated 14 <sup>th</sup> November 2018 MHADA dated 14 <sup>th</sup> November 2018 |
| <b>Annexure F</b>   | A copy of the Indenture of Mortgage dated _____ July _____                                                                                                     |
| <b>Annexure G</b>   | RERA Certificate                                                                                                                                               |
| <b>Annexure H</b>   | Certificate of Title issued by the attorney at law                                                                                                             |
| <b>Annexure I</b>   | Relevant Documents of Title of the Property                                                                                                                    |
| <b>Annexure J</b>   | Approved Layout                                                                                                                                                |
| <b>Annexure K</b>   | Approved Building Plans                                                                                                                                        |
| <b>Annexure L</b>   | Plans and specifications of the Said Premises agreed to be purchased by the Allottee                                                                           |
| <b>Annexure M</b>   | List of the amenities and specification                                                                                                                        |
|                     |                                                                                                                                                                |