Draft for Study
Private and confidential

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made on this ___ day of _____, 2020, **BETWEEN**:

PARIJAT HILL VIEW REALTY LLP, a limited liability partnership duly registered under the provisions of the Limited Liability Partnership Act, 2008 with registration No. LLP IN: AAL 8639 and having its registered office at 72-76, Industrial Estate, Mundhwa, Pune 411 036, Maharashtra, India and administrative office at 24/A, 6th Floor, 601-604, Maitri Co-operative Housing Society, Bimbisar Nagar, Goregaon (East), Mumbai 400 065, through its designated Partners - B. G. Shirke Construction Technology Private Limited, Mr. V. B. Shirke and Mr. Ajay M. Pawar - hereinafter referred to as **"the Promoter"** of the **ONE PART** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title, administrators;

AND

_____, s/o. / w/o._____, aged _____ years, Indian Inhabitant, residing at _____, hereinafter referred to as **"the Purchaser "** of the **SECOND PART** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his / her heirs, successors, executors, administrators etc.

The Promoter and the purchaser are collectively referred to as **"the Parties"** and individually as **"Party"** as the context may require.

WHEREAS:

A. The Maharashtra Housing & Area Development Authority (hereinafter referred to as **"MHADA"**) is the owner of a plot of land admeasuring approximately 2,257.76 sq. mts. bearing Survey No. 34A, Hissa No. 9, Survey No. 47, corresponding to CTS Nos. 259 (pt) and 260 (pt) of Village Magathane, under its layout code no. 036, lying and situated at Borivali (East), Mumbai 400 066 as more particularly detailed in **Schedule I** hereto, hereinafter referred to as **"the said Property"**. The said Property forms a part of a larger layout on which MHADA has constructed other societies.

B. Around the year 1987, MHADA constructed ground floor structures Nos. 48 to 53 being 60 units, each admeasuring 197 sq. ft. carpet area each, (hereinafter referred to as **"the existing Building"**) and allotted the same to various tenants for residential use vide various allotment letters.

C. Thereafter, the tenants formed a co-operative housing society named '**the Magathane Parijat Co-operative Housing Society Ltd.'** i.e. the Society herein, which has since been registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 with registration No. BOM/WR/HSG/TC/9751 dated 9th July, 1997. The Society is a part of a federation known as **'M/s. Magathane Gulmohar Vasahat Sah. Gruh. Sanstha Federation Limited'** registered under the provisions of the Maharashtra Co-operative Society Act, 1960 as No. MUM/MHADB/GEN/11608 of 2002-03 (hereinafter referred to as **"the Federation"**) which comprises of the other 12 (twelve) societies constructed by MHADA on the larger layout.

D. In the year 2012, the Society was desirous of redeveloping the said Property by causing the existing Building to be demolished and in its place constructing a new building comprising of flats and commercial premises as per the Plan annexed hereto at **Annexure "A"** (hereinafter referred to as **"the said Project"**). Accordingly, on 25th September, 2012, the Society through the said Federation appointed one M/s. R. M.

Warrier & Associates, a firm of Architects and Project Management Consultants, as the Project Manager to prepare a Report on the redevelopment of the said Property (hereinafter referred to as **"the Project Manager"**). The Project Manager accordingly submitted its Feasibility Report dated 30th April, 2014 to the said Federation pursuant to which, a common Tender Notice dated 11th October, 2013 was published by the said Federation in the newspapers i.e. Times of India and Maharashtra Times inviting bids for the redevelopment of the said Property. In furtherance thereto, several bids were received by the said Federation including the bid submitted by one **B. G. SHIRKE CONSTRUCTION TECHNOLOGY PRIVATE LIMITED**, a company duly incorporated under the provisions of the Companies Act, 1956, having CIN no. U45201PN1994PTC077340 and its registered office at 72-76, Industrial Estate, Mundhwa Pune 411 036 and administrative office at 24/A, 6th Floor, 601-604, Maitri Co-operative Housing Society, Bimbisar Nagar, Goregaon (East), Mumbai 400 065, hereinafter referred to as **"the Company"** vide its letter bearing No. BGSCTPL/Magathane/328/2013 dated 9th December, 2013.

E. The bids were thereafter opened by the Managing Committee in the presence of the members of the Society and the respective representatives of the bidders which has been duly recorded vide Minutes of meeting dated 10th February 2014. The bids were then submitted to the Project Manager for its scrutiny and for preparation of a comparative statement of the various bids received from the bidders. Upon receipt of the comparative statement prepared by the Project Manager, the Managing Committee selected the bids submitted by (a) Sheth Corporation Pvt. Ltd.; (b) M/s. Rites Developers; (c) M/s. Kshitija Infrastructure; (d) B. G. Shirke Construction Technology Pvt. Ltd. i.e. the Company; and (e) M/s. Pragatee Developers for further scrutiny.

F. Pursuant thereto, the Society held a Special Annual General Meeting on 20th July, 2014 in the presence of the District Deputy Registrar of Co-operative Societies, MHADA in order to select a Developer for the said Project. During the course of the meeting, more than 70% members of the Society voted in favour of the Company as the Developer of the said Project. Thereafter, the Deputy Director of Societies issued a letter bearing No. जा.क्र – मुं.मं./उपनि./ बी – २ / ३७१७ / २०१४ दिनांक :- ०७.०८.२०१४ granting it's No Objection for the appointment of the Company as the Developer to undertake the said Project.

G. By a Resolution passed at the Annual General Body meeting of the Society on 24th September, 2017, the Society granted all powers and authority to the Managing Committee of the Society to take all requisite steps for redevelopment of the said Property by following the guidelines as given under Government Resolution No. SGY/2007-P-No.554/14-S dated 3rd January, 2009 issued by the Government of Maharashtra under Section 79A of the Maharashtra Co-operative Society Rules, 1960. By the said Resolution, the Society also appointed M/s. Deeksha City Scape, an Architectural firm to present the redevelopment project to MHADA, the Mumbai Municipal Corporation of Greater Mumbai and other statutory agencies and to obtain necessary statutory approvals.

H. After obtaining all necessary approvals, the said Society issued a Letter of Intent dated 30th October, 2017 to the Company appointing the Company to undertake the redevelopment of the said Property. By its Application dated 23rd November, 2017, the Society submitted its proposal for redevelopment to MHADA and also requested MHADA to allot open vacant parcel of land (tit bit area) bearing Plot No. 12 admeasuring 470.01 sq. mts. in its favour.

I. Pursuant to its appointment as Developer of the said Project, the Company formed a Special Purpose Vehicle i.e. the Promoter on 29th January, 2018 for the purpose of

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redevelopment of the Society whereby the Promoter would undertake the construction of the said Project and handle the financing associated therewith in terms of the Real Estate (Regulation and Development) Act, 2016 and the Rules/Regulations framed thereunder. The Company accordingly addressed a letter dated 3rd August, 2017 to the Society requesting the Society to permit the Promoter to perform all the obligations of the Company as mentioned in the Tender dated 11th October, 2013 and Letter of Intent dated 30th October, 2017.

J. During the General Body meeting held on 24th September 2017, the Society granted its approval to the Promoter to undertake the redevelopment of the said Project.

K. In the meantime, the Government of Maharashtra by its Notification bearing No. टीपीबी ४३१६ / प्रा. क.२०२ /२०१६ / नवि -११ दि. dated 3rd July, 2017 had published a revision/amendment to Regulation No. 33 (5) of the Development Control Regulations as applicable to Greater Mumbai. Pursuant thereto, the Society and the Promoter held a meeting to renegotiate the terms and conditions of the said Project in line with the amended Regulation No. 33 (5). The Society thereafter by its Resolution dated 24th September 2017 approved of the renegotiated terms and conditions.

L. By and under a Lease Deed dated 19th January, 2018 executed between MHADA (as lessor) and the Society (as lessee) registered as BRL/3/543/2018 in Book no.1 at the Office of the Sub-Registrar, Borivali, Mumbai Suburban District, MHADA has granted unto and in favour of the Society, the leasehold rights in respect of the said Property for a period of 60 years commencing from 1st January, 1987 for the rent reserved therein and upon the terms and conditions as more particularly stated therein. The Lease Deed registered dated 19th January, 2018 is with the benefit and right to construct any new building(s) if so permitted by the concerned local authority. A copy of the extract of Index-II recording the entry pertaining to registration of the said Lease Deed dated 19th January, 2018 is annexed hereto as **Annexure "D"**.

M. Thereafter, by a Sale Deed dated 19th March, 2018 executed between MHADA (as vendor) and the Society (as the purchaser) registered as BRL/3/544/2018 in Book no.1 at the Office of the Sub-Registrar, Borivali, Mumbai Suburban District, MHADA sold and transferred unto and in favour of the Society, the ownership right, title and interest in the existing Building to the Society. A copy of the extract of Index-II recording the entry pertaining to registration of the said Sale Deed dated 19th March, 2018 is annexed hereto as **Annexure "E"**.

N. The execution of the Lease Deed and Sale Deed both dated 19th January, 2018 has been obtained by the Promoter at its own cost. The Promoter has also at its own cost cleared the demarcation and other allied pre-project approvals as required from MHADA and other competent authorities.

O. MHADA has by its letter dated 16th February, 2018, verified the consent obtained by the Society to the appointment of the Company and/or the Promoter to undertake the redevelopment of the said Project.

P. Pursuant to the Application dated 23rd November, 2017 made by the Society to MHADA for the allotment of open vacant parcel of land (tit bit area), MHADA has by its letter bearing No. CO/MB/REE/NOC/F-1025/1875/2018 dated 14th November, 2018 approved of the following demarcation plans for the said Project:

Land Conveyed to the Society	2,257.76 sq. mts.

Tit bit Area / open Space	470.06 sq. mts.
Final plot of the Project	2,727.82 sq. mts.
Total Built Up Area	11,556.66 sq. mts.

Q. Therefore, the Society is now entitled to the use of 11,556.66 sq. mts. of Built-Up Area for the said Project. A copy of the said demarcation plan issued by MHADA is annexed hereto as **Annexure "B"**. The details of the payment to be made to MHADA / MCGM and the particulars of the areas are enumerated in the tables annexed at **Annexure "C"** hereto.

R. The Society has paid the necessary dues including rent, cess, arrears etc. of the said Property till March, 2018 and has obtained a No Dues Certificate from MHADA in respect thereof.

S. Since the said Property falls within a zone declared by the National Green Tribunal, Ministry of Environment, Forest and Climate Change, New Delhi, by its Notification dated 5th December, 2016 published in the Gazette as an eco-sensitive zone, the Society and/or the Promoter has made the necessary application to the Forest Department / Monitoring Committee specifically constituted by the National Green Tribunal and obtained its approval vide No. DESK / 1 / 20 / LND / ESZ / 4791 of 2018 - 19 dated 29th December 2018.

T. The Promoter has also obtained MHADA's sanction of the pro rata share of FSI applicable to the layout open space and the road which has been included in the offer letter.

U. On the basis of the FSI expected to be sanctioned by MHADA under various provisions of the Development Control Regulations, 1991, the Promoter has prepared preliminary drawings of the layout (Master Plan), the building plans and the unit plan etc. offered to the members of the Society and has submitted the same to the Society for their clearance. A copy of the drawings is annexed hereto as **Annexure "F".**

V. The Society has obtained necessary consent to the content of the Development Agreement to be executed with the Promoter, the General Power of Attorney and the drawings pertaining to the said Project from its members and has agreed to provide development rights and the General Power of Attorney to the Promoter in respect of the said Project.

W. Pursuant thereto, a Development Agreement dated 29th December, 2018 was executed between the Society, the members of the Society, the Promoter and the Company (as confirming party) whereby the Society granted the rights to redevelop the said Property unto and in favour of the Promoter (hereinafter referred to as **"the Development Agreement"**). The Development Agreement has been registered as per the provisions of the Registration Act, 1908 with registration no. BRL – 4 – 19086/175 of 2018, Book no. 1 at the Office of the Sub-Registrar, Borivali, No. 6, Bandra. The Promoter has also paid the applicable stamp duty of Rs.2,39,40,950/- on the Development Agreement and Registration Fees of Rs. 30,000/- to the respective authorities. A copy of the resolution passed by the members of the Society is annexed hereto as **Annexure "G"** whilst a copy of the extract of Index-II recording the entry pertaining to the registration of the Development Agreement dated 29th December, 2018 is annexed hereto as **Annexure "H"**.

X. Pursuant to the Development Agreement, the Society has executed and registered a Power of Attorney empowering the Promoter to undertake and perform certain acts,

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deeds and things in connection with the said Project. The said Power of Attorney dated 2nd January, 2019 has been registered at Sr. No. BRL 4 387 / 168 at the Office of the Sub-Registrar, Borivali.

Y. The Promoter has, pursuant to the approved plan of the said Project, caused demolition of the existing Building and has completed construction of the plinth level of the new building on the said Property.

Z. On 23rd July, 2019, the said Project has been registered under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Maharashtra Real Estate Regulatory Authority under registration number P51800021747. An authenticated copy of the Certificate of Registration is annexed hereto as **Annexure "I"**.

AA. In order to undertake the redevelopment of the said Project, the Promoter has availed of financial assistance / construction loan from Tata Capital Financial Services, Mumbai which has been duly secured by the mortgage of the Promoter's salable area by way of registered Indenture of Mortgage dated 10th July, 2019. A copy of the Indenture of Mortgage dated 10th July, 2019 is annexed hereto as **Annexure "J"**.

BB. The Promoter hereby confirms and declares that it has the necessary authority and power to enter into and execute this Deed.

CC. The Promoter is entitled to demolish the existing Building and to construct a new building on the Developable Area in accordance with the recitals hereinabove.

DD. The Promoter is in possession of the Promoter's saleable area.

EE. The Promoter has proposed to construct on the Promoter's saleable area, two buildings, Wing A and Wing B, each comprising of a stilt + 22 upper floors (hereinafter referred to as **"the new Buildings"**).

FF. The Promoter has offered to sell to the Purchaser Flat No. _____, on the _____ floor, Wing _____ of the new Building named **Parijat Hillview** having carpet area admeasuring _____ sq. ft. (hereinafter referred to as **"the said Flat"**) being constructed by the Promoter as more particularly described in **Schedule II** herein. The term "carpet area" for the purposes of this Agreement means the net usable floor area of the said Premises, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser or veranda area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the said Premises.

GG. 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.

HH. 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 new Buildings.

II. On demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the developable area and the plans, designs and specifications prepared by the Promoter's Architect M/s. Deeksha City Scape and of such other documents as are specified under the Real Estate (Regulation & Redevelopment) Act, 2016 and the Rules / Regulations made thereunder.

JJ. An authenticated copy of the Certificate of Title issued by the Advocate of the Promoter in respect of the Land on which the said Premises is being constructed has been annexed hereto as **Annexures "L"**.

KK. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto as **Annexure "M"**.

LL. The authenticated copies of the unit plans and specifications of the said Premises agreed to be purchased by the Purchaser, as sanctioned and approved by the local authority have been annexed hereto as **Annexure "N"**.

MM. The Promoter has obtained approval from the concerned local authority(ies) to the plans, specifications, elevations, sections and of the said building/s and shall do all that is necessary to obtain approval of the concerned authorities as may be required from time to time in order to obtain Building Completion Certificate or Occupancy Certificate of the said Buildings.

NN. While sanctioning the said plans, the 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 the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

OO. The Promoter has accordingly commenced construction of the new Buildings in accordance with the said proposed plans.

PP. 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;

QQ. Under section 13 of the Real Estate (Regulation and Development) Act, 2016, the Promoter is required to execute a written Agreement for sale of the said Premises with the Purchaser, being in fact these presents and also to register the present Agreement in accordance with the provisions of 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 Purchaser hereby agrees to purchase the said Premises and the garage/covered parking (if applicable).

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

1. The Parties hereby agree and confirm that all the recitals of this Agreement form an integral part of this Agreement and shall be read and construed accordingly.

2. The Purchaser is aware that the Society along with its Members have entered into a Development Agreement and have executed a Power of Attorney in favour of the Promoter herein.

3. The Parties specifically agree that the Development Agreement shall form an integral part of and shall be read in conjunction with this Agreement and that all the terms and conditions of the Development Agreement are deemed to have been incorporated herein.

4. The Parties hereby agree and admit that the redevelopment project will be undertaken as per Regulation No. 33(5) of the Development Control Regulations, 1991 of the Mumbai Municipal Corporation of Greater Mumbai as amended from time to time. The Parties agree that the redevelopment project shall be undertaken using the "3 S Prefab Technology" or Conventional Method of Construction or in combination of any other such construction technology as deemed fit by the Promoter and in the interest of the said Project to deliver good and habitable flats/units.

5. The Promoter shall re-develop the said Property more particularly described in Schedule I hereunder written and construct the new Buildings consisting of Stilt + 22 upper floors consisting two wings on the Promoter's saleable area as more particularly described in **Schedule II** herein in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time and as attached herewith. In the event the concerned authority refuses to approve of the FSI required to construct the new Buildings as per the plans attached herewith, the number of floors being constructed will be reduced protecting the rehabilitated share of FSI.

5.1. The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser, **the said Flat** as shown in the Floor plan thereof annexed hereto as 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 said Flat**, the nature, extent and description of the common areas and facilities.

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

5.2. The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser covered parking spaces bearing No. ____ situated at _____ Parking Tower and/or stilt being constructed in the layout for the consideration of Rs. _____/-.

5.3. 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"**).

5.4. The Purchaser 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 the Promoter the balance amount of Rs. _____(Rupees _____) in the following manner :-

% of Agreement Value	Schedule of Payment	Amount in Rs.
10%	Booking Amount	

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 up-to 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 said Premises to the Purchaser on or after receipt of occupancy certificate.	Any other charges, including interest on late payment etc. to be paid before the possession.

5.5. The Purchase Consideration 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 said Project payable by the Promoter) up-to the date of handing over possession of the said Premises.

5.6. 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 the cost of construction of the Building, common amenities and/or common facilities in the said Entire Property and matters incidental thereto increases by more than [15]% by reason of escalation in the prices or cost of construction of materials, wages of labour, services, increase in 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 etc., the Promoter shall be entitled to an increment in the Purchase Consideration to the extent of such increase/escalation 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 Purchaser to the /Promoter along with such unpaid balance instalments of the Purchase Consideration. The Promoter undertakes and agrees that while raising a demand on the Purchaser 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 Purchaser, which shall only be applicable on subsequent payments.

5.7. The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the Occupancy Certificate is

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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 the Promoter shall refund the excess money paid by the Purchaser 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 Purchaser. If there is any increase in the carpet area allotted to the Purchaser, the Promoter shall demand additional amount from the Purchaser 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.

5.8. The Purchaser 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 Purchaser 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.

6. 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 Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Premises.

7. Time is the essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said Premises to the Purchaser and the common areas to the Society after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Purchaser 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**").

8. The Promoter hereby declares that the Built up area and available Floor Space Index as on date is 3 FSI. The Promoter has planned to utilize the available Floor Space Index of 3 FSI by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on expectation of increased FSI which may be available in future upon a modification being made to the Development Control Regulations as applicable to the said Project. The Promoter has disclosed the Floor Space Index of 3 as proposed to be utilized by it on the developable area in the said Project and the Purchaser agreed to take the said Premises based on the proposed construction and sale of the flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only.

9. If the Promoter fails to abide by the time schedule for completing the project and handing over the said Flat to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the said Project, interest as specified in the Rule, on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession. The Purchaser agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which becomes due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoter.

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10. Without prejudice to the right of the Promoter to charge interest in terms of clause 9 above, in the event the Purchaser commits a default in payment on the due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his / her proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, the Promoter may at his own option, terminate this Agreement.

Provided that the Promoter shall give notice of 15 (fifteen) days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and email the notice to the Purchaser at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser (subject to adjustment and recovery of any agreed liquidated damages, brokerage or any other amount which may be payable to the 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 Purchaser to the Promoter.

11. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the said Premises as are set out in Annexure 'E', annexed hereto.

12. The Promoter shall give possession of the said Premises to the Purchaser on or before 31st day of December, 2022. If the Promoter fails or neglects to give possession of the said Premises to the Purchaser 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 Purchaser the amounts already received by him in respect of the said Premises with interest at the same rate as may mentioned in clause 9 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 to handover possession of the said Premises, if the completion of the 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.

13. **PROCEDURE FOR TAKING POSSESSION:**

13.1. Upon obtaining the Occupancy Certificate from the competent authority, the Promoter shall offer in writing the possession of the said Premises to the Purchaser in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice and the Promoter shall give possession of the said Premises to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on the part of the Promoter. The Purchaser agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be.

13.2. The Purchaser shall make full and final payment along with all dues and taxes and take possession of the said Premises within 15 (fifteen) days from the date of the written notice sent by the Promoter intimating the Purchaser that the said Premises are ready for use and occupancy.

14. **FAILURE OF PURCHASER TO TAKE POSSESSION OF THE SAID PREMISES:**

14.1. Upon receiving a written intimation from the Promoter as per clause 13.1., the Purchaser 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 Purchaser. In case the Purchaser fails to take possession within the time provided in clause 13, such Purchaser shall continue to be liable to pay maintenance charges as applicable.

14.2. If within a period of five years from the date of handing over the said Premises to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the said Premises or the building in which the said Premises is 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 Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

15. The Purchaser shall use the said Premises or any part thereof or permit the same to be used only for purpose of residence and he / she shall use the parking space only for the purpose of keeping or parking vehicle.

16.1. The Purchaser is aware that a Society has been formed of the old members of the existing Building. The Purchaser shall accordingly join the Society formed and sign and execute the Application for registration and/or membership and other papers and documents necessary 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 Purchaser. If at any time thereafter, 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, the Purchaser shall not raise any objection to the same.

16.2. Within 15 days after notice in writing is given by the Promoter to the Purchaser that the said Premises is ready for use and occupancy, the Purchaser 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 such time as the Purchaser becomes a member of the Society, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Promoter provisional monthly contribution of Rs. 3.00 per sq. ft. of BUA per month towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and shall remain with the Promoter until such time as the Purchaser becomes a member of the Society.

16.3. The Purchaser shall on or before delivery of possession of the said Premises keep deposited with the Promoter, the actual expenses / cost for following :-

i. Rs. 600/- Towards share money, application entrance fee of the Society;
ii. Rs. 500/- Towards proportionate share of taxes and other charges/levies in respect of the Society;
iii. Rs. 3.00 per sq. ft. of BUA -Deposit towards provisional monthly contribution towards outgoings of Society;
iv. Rs. _____ /-Deposit towards Water, Electric, and other utility and services connection charges;
v. Rs. _____ /- Towards deposits of electrical receiving and Sub Station provided in Layout; and
vi. Rs 6500/- Towards deposits of Pipe gas supply.

17. The Purchaser of the Society agrees and admits that all arrears whether in the nature of rent, taxes, cess, transfer charges, electricity bill, water bill or NA charges etc. in respect

of the said Premises as may be due from the Purchaser shall be paid by such Purchaser failing which, the Promoter shall be entitled to recover such arrears by such means as the Promoter may deem fit.

18. The Purchaser shall pay to the Promoter a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter in connection with formation of the Society and the cost of preparing and engrossing the conveyance or assignment of lease.

19. The Promoter shall be entitled to amend the plans as may be required by the Municipal Corporation of Greater Mumbai / MHADA provided that such amendment does not prejudicially affect the new Premises hereby handed over to the Purchaser.

20. The Parties agree that since the redevelopment project is undertaken in a composite manner (i.e. having Rehabilitated share, Sales i.e. Promoter's share and MHADA's share in a single building / Final plot), the necessary share of FSI towards the common amenity as stated above shall be released and constructed proportionately. The common amenity / amenities shall be handed over to the Society only after completion of the entire Project including the Saleable Promoter's share and MHADA's share.

21. The Parties expressly agree and admit that they shall co-operate with each other during the registration of the various agreements and documents as stated in this present Agreement by presenting themselves at the office of the Sub-Registrar along with requisite identity.

22. It is further agreed that the Purchaser will have a claim only in respect of the said Premises described in the Schedule hereunder written and the entire balance area comprising of MHADA's share and the Promoter's share shall always be treated as the sales component for disposal by the Promoter and the Promoter shall be entitled to sell and dispose of the same in any manner, it deems fit and retain and appropriate the entire sale proceeds thereof.

23. It is expressly agreed that so long as it does not in any way affect or prejudice the rights created in favour of the Purchaser in respect of the said Premises, the Promoter shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of the Promoter's saleable component in the new Buildings or any part thereof as the Promoter may deem fit including by way of assignment, lease, sub-lease or otherwise, any portion of the sale component of the Promoter.

24. The Purchaser hereby further agrees, confirms, undertakes and assures the Promoter that it / he / she has understood the meaning of the term 'carpet area' and further agrees that tolerance of **+ / - 3%** (three per cent) in the actual carpet area due to workmanship or any such hardship of the Promoter during the construction activities is acceptable and up-to this tolerance limit, no compensation shall be called for by either Party. The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the said 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.

25. The Purchaser and the Society hereby further agree, confirm, undertake and assure the Promoter that it / he / she shall not cause any kind of hitch, hindrance, obstruction, obstacle, and impediment to the process of re-development under any guise or pretext whatsoever. In case the Purchaser causes any kind of hitch, hindrance, obstruction, obstacle, impediment to the process of re-development or to the effect and implementation of the terms hereof by the Promoter after the execution of these presents

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then in such case, the Society and / or Promoter shall take adequate and necessary steps in respect of such erring member(s) as per the provisions of law including but not limited to withdrawal of the membership of such erring member(s) from the Society and withholding handing over possession of the said Premises thus made available by virtue of the Development Agreement.

26. The Promoter may complete any wing, part, portion or floor of the new Buildings and obtain part Occupation Certificate and give possession of the flat(s) therein to the Purchaser and/or Purchasers of such flats and the Purchaser herein shall not be entitled to raise any objection thereto. If the Purchaser takes possession of the said Premises in such partly completed wing, part, portion or floor, the Promoter or its agents or contractors shall be permitted to carry on the remaining work whilst the Purchaser is occupying his / her new Premises and the Purchaser shall not object to, protest or obstruct the execution of such work, even though the same may cause any nuisance or disturbance to him / her.

27. The Promoter shall have the right, without any approval of the Purchaser 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 Purchaser agrees not to raise objections or make any claims on this account.

28. 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 Purchaser, obtain from the concerned local authority Occupancy and/or Completion Certificates in respect of the said Premises.

29. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warrants that:

29.1. 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 said Project;

29.2. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out redevelopment of the said Project and shall obtain requisite approvals from time to time to complete the redevelopment of the said Project;

29.3. There are no encumbrances upon the developable area or the said Project except those disclosed in the title report;

29.4. There are no litigations pending before any Court of law with respect to the developable area or the said Project except those disclosed in the title report;

29.5. All approvals, licenses and permits issued by the competent authorities with respect to the said Project, developable area and the 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 said Project, developable area and the 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 said Project, developable area, said Building/wing and common areas;

29.6. 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 Purchaser created herein, may be prejudicially affected;

29.7. The Promoter has not entered into any agreement for sale or any other agreement / arrangement with any person or party with respect to the developable area, including the said Project and the said Premises which will, in any manner, affect the rights of the Purchaser under this Agreement;

29.8. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Purchaser in the manner contemplated in this Agreement;

29.9. At the time of execution of the conveyance deed of the structure to the Society, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Society;

29.10. 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;

29.11. The Promoter has not received any 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) and has not been served with any notice in respect of the developable area and/or the said Project except those disclosed in the title report.

30. **DECLARATION BY THE PURCHASER:**

The Purchaser himself with the intention to bring all persons into whosoever hands the said Premises may come, hereby covenants with the Promoter as follows:

30.1. That the Purchaser shall not change the user of the residential flat and shall not create any nuisance around the premises allotted to him / her and shall not cause any inconvenience to the neighbouring occupants;

30.2. The Purchaser shall not alter and/or modify the structure etc. of the said Premises. The Purchaser shall be entitled to undertake interior work to the said Premises handed over to him / her only after obtaining written consent from the Society or from the Promoter during the project period, as the case may be. No modification shall be permitted to the toilets, bathrooms or the kitchen and any such modification shall attract legal complications from the statutory authorities. The warrantee of Water proofing under such circumstances shall automatically cease upon execution of any alteration / modification to the toilet, Bathroom or Kitchen area and any such area which damages the water proofing of the building;

30.3. The Purchaser shall not modify, change, alter the interior of his / her flat in any manner, including putting up grills at the exterior face and shall not change the external colour of the building;

30.4. The Purchaser shall not keep/ hang any Flower pot / earthen pot (Kundi) on the exterior portion of the said Building which would result in damage to the exterior finishing of

the Building. The Purchaser under such circumstances shall have to bear the full cost of the external painting;

30.5. The Purchaser shall not fix dish Antenna / external antenna or any such projection on the outer face / wall / window of the said Building;

30.6. The Purchaser shall not use electricity from the common light sources of the said Building for his personal use in the Flat handed over to him / her. In the event the Purchaser breaches this clause, the Purchaser shall be liable to pay a heavy penalty as per the discretion of the Society;

30.7. The Purchaser hereby agrees and undertakes that upon handing over of possession of the said Premises he / she shall bear, pay and discharge all outgoings, municipal taxes etc. as may be levied by the Society, the Municipal Corporation of Greater Mumbai and the concerned authorities and the Purchaser shall comply with all the rules and regulations of the concerned authority as well as the bye laws of the Society;

30.8. The Purchaser shall not park their vehicle in the common areas, garden and any other parking space not specifically allotted to him / her;

30.9. The Purchaser shall avail the membership of the Club house and shall pay monthly outgoings to the society / administrator / Promoter irrespective whether the member or its family uses any facility thereof or not;

30.10. The Purchaser shall not, until the proper handing over of the said Premises takes place, sell / transfer / mortgage or otherwise deal with the said Premises to any third party or financial institution without first obtaining a written No Objection Certificate from the Promoter;

30.11. The Purchaser shall maintain the said Premises at the Purchaser's cost in good and reasonable repair and condition from the date of possession of the said Premises being taken by the Purchaser and the Purchaser shall not do or allow or suffer to be done anything in and or to the staircase or any passage or compound wall of the said Building or any part of the said Building in which the said Premises is situated which may be against the rules, regulations, or by-laws of the concerned local or any other authority or otherwise change, alter or make any addition to the buildings in which the said Premises are situated;

30.12. The Purchaser admits and agrees that the dry and wet garbage shall be segregated and the wet garbage generated in the said Building shall be treated separately on the same plot by the residents/ occupants of the said Building in the jurisdiction of the Municipal Corporation of Greater Mumbai as per Circular No. CHE/DP/00024/GEN dated 2nd April, 2016;

30.13. The Purchaser admits and agrees that he / she will execute all undertakings to the effect that the Purchaser will not misuse the common areas, Club house, Open space, Society Office, parking space, Terrace, passage, lift, lobby etc. and shall at all times abide by the rules and regulations of the Municipal Corporation of Greater Mumbai;

30.14. The Purchaser admits and agrees that the reservation as indicated in the plans (School and DP PG) shall have to be handed over to the Municipal Corporation of Greater Mumbai and / or any such competent authorities as and when called upon. Hence, the Society and the Purchaser shall not occupy such reserved part of the building plan and shall hand it over to the Municipal Corporation of Greater Mumbai or such other

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Authority and shall not hinder or resist the handover of such reservation to the Municipal Corporation of Greater Mumbai or the other competent authorities as the case may be;

30.15. The Purchaser is well aware about the allotment letter issued by the Society and have gone through the plans of the building and have no issues about the location, size and orientation of the said Premises being purchased by him / her;

30.16. The Purchaser admits and agrees that he / she shall not have any claim or say in the decision of the Promoter retaining any part of the Promoter's saleable area including the proportionate parking and the amenity space for its own use until the actual sale of such retained portion takes place. The Purchaser further admits and agrees that the Promoter may retain some flats, parking and amenity space, out of the Promoter's share of FSI for its own disposal and the Purchaser shall not have any say or objection in respect of the same;

30.17. The Purchaser further admits and agrees that if on account of any change in the policy or any such matter as decided by MHADA / MCGM, the said Premises once sold cannot be offered to the Purchaser, then the Promoter may at its discretion offer any alternate available vacant flat of the same size as that of the said Premises allotted to the Purchaser, in the said Building. The Purchaser shall not object to such arrangement proposed by the Promoter in the interest of the said Project and shall accept peaceful possession of the new alternate Flat.

30.18. The Purchaser shall not store in the common premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said Premises is situated or the storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passage or lift or any other structure of the said Building in which the said Premises is situated including entrances of the said Building and in case of any damage caused to the said Building on account of negligence or default on the part of the Purchaser in this behalf, the Purchaser shall be liable to pay or make good the damage incurred or caused due to the default of the Purchaser whatsoever. In this connection, the Purchaser undertakes to:

i. carry out at his / her own cost, all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and in reasonable repair and the Purchaser shall not do or allow or suffer to be done anything in the said Premises or to the said Building in which the said Premises is situated, or carry out repairs and changes in the said Premises which may be forbidden by the rules, regulations and bye-laws of the concerned local authority or other public authority or which may endanger the premises above or below the said Premises. In the event the Purchaser commits any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority:

ii. 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 said Building in which the said Premises is situated and the Purchaser shall keep the said Premises, and the drains and pipes in the said Premises and appurtenances thereto in good and reasonable repair and condition so as to support, shelter and protect other parts of the said

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Building in which the said Premises is situated and the Purchaser shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC pardis or other structural portions in the said Premises without the prior written permission of the Promoter and / or the Society or the local authority as the case may be;

iii. not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property or the said Building in which the said Premises is situated.

iv. to bear and pay any increase in local taxes, water charges, insurance and such other levies if any, which may be imposed by the concerned local authority, and/or Government and/or other public authorities on account of change of user of the said Premises by the Purchaser or otherwise;

v. till the defect liability period of the said Project, the Purchaser shall permit the Promoter and its Surveyors / Agents with or without workmen and others at all reasonable times, to enter into and upon the said Property and the said Building or any part thereof with a view to examine the state and condition thereof or to repair and remove any disrepair. Any refusal on the part of the Purchaser to give such right of entry will be deemed to be a violation of this Agreement and the Promoter shall be entitled to take such action as it may deem fit;

vi. observe and abide by all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereto that may be made from time to time for the protection and maintenance of the said Building and the said Premises therein and for the observance and performance of the said Building rules, regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Purchaser shall also observe all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Premises in the said Building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by the Purchaser in accordance with the terms of the Agreement;

vii. not use the service platform provided at the duct for storing his / her personal belongings and shall not use the said space for his / her personal purpose. The Purchaser shall take adequate care of the service duct. The service window provided shall be exclusively for maintenance purpose and shall always remain closed and protected. The Purchaser may provide additional safety to this window at his / her own cost.

31. **ADDITIONAL OBLIGATIONS OF / DECLARATIONS BY THE PURCHASER:** In addition to clause 30 above, the Purchaser also agrees to the following conditions:

31.1. Before carrying out the interior works in the said Premises, the Purchaser shall give the Promoter notice in writing, the details of the nature of interior works to be carried out and obtain the Promoter's written permission for the same;

31.2. The Promoter shall have a right to inspect and satisfy itself about the nature of interior works during the course of execution of the said works and thereafter. If after such inspection, the Promoter finds that the nature of such works will be harmful to the building or to the owners of other flats, then the Promoter shall have the right to stop such interior works;

31.3. The Purchaser shall ensure that pursuant to the said interior works, the debris will be dumped in an area earmarked by the Promoter or its contractor for the same and that the

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debris will be cleared by the Purchaser 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 the Purchaser;

31.4. The Promoter shall not be responsible for any leakage, breakage or any additions or alterations or any repairs to the building carried out by the Purchaser after obtaining possession of the said Premises by the Purchaser;

31.5. The Purchaser shall ensure that the contractors and workers engaged by the Purchaser 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;

31.6. The Purchaser must ensure that contractors of the Purchaser or workmen do not use or spoil the toilets inside the said Premises or in the Building and that they must use only the toilet earmarked by the Promoter;

31.7. All materials brought to the said Premises / site for carrying out such interior works will be at the sole cost, safety, security and consequence of the Purchaser and that the Promoter will not be held responsible for the same;

31.8. If during carrying out of such interior works any workmen sustain injury of whatsoever nature, the same will be properly taken care of, attended to and treated by the Purchaser by providing at his own cost, including proper medical care and attention and that the 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 Purchaser alone;

31.9. If during carrying out of such interior works, any of the Purchaser's workmen misbehave or are found to be in a drunken state, then the said workmen will be removed from the site forthwith and will not be allowed to re-enter the site again;

31.10. The Purchaser must extend full cooperation to the Promoter and contractors of the Promoter and ensure good governance of such works;

31.11. The Purchaser must ensure that common passages/walkways are not obstructed or damaged during the course of carrying out such works or thereafter forever;

31.12. No external or elevation changes/modifications of whatsoever nature will be permitted to be carried on by Purchaser;

31.13. The Purchaser will abide by all regulations and requirements of the Promoter and contractors of the Promoter in this regard, which are for the common good and in no way cause any nuisance value to the owners of other flats;

31.14. The Purchaser will not change or alter the design of the grills provided by the Promoter at any point of time;

31.15. The Purchaser shall not make any structural alterations in the said Premises (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;

31.16. The Purchaser shall not extend its windows or increase any floor space by enclosing any balconies or overhanging ledges above the windows, chajjas or make any installations or additions to the said Premises or extend beyond the said Premises or make any change

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to the said Premises including the exterior of the said Premises or the windows of the said Premises, which extension, increase, installations, additions or change alters or is likely to alter the exterior features, façade or elevation or the exterior appearance of 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 Purchaser;

31.17. To point out in writing any defects in the construction within one month of the possession if the Purchaser points out in writing any defect in construction, then the said defect shall be rectified by the Promoter. In case of leakage from wall due to monsoon, the same shall be rectified by the Promoter within one month of the completion of first monsoon after the date of possession. The Promoter shall not be responsible for leakage due to monsoon after completion of the first monsoon from the date of possession.

32. In the event the Purchaser after receiving possession of the said Premises commits a breach under the foregoing provisions or makes any unauthorized change or alteration or causes any unauthorized repairs in or to the said Premises or the Building, the Promoter shall be entitled to call upon the Purchaser to rectify the same at his cost and restore the said Premises or the Building to its original condition. Without prejudice to the foregoing obligation of the Purchaser, the Promoter may carry out the necessary rectification or restoration and the Purchaser shall be liable to reimburse the Promoter for all costs, charges and expenses incurred by the Promoter in this behalf.

33. Without prejudice to the aforesaid, if the Purchaser does not rectify the breach within a period of 30 (thirty) days from the date of notice to the Purchaser or fails to reimburse the Promoter forthwith on demand for all costs, charges and expenses incurred by the Promoter, then in such event the Promoter shall be entitled to terminate this Agreement. Upon termination of the Agreement, the Promoter shall be at liberty to sell and dispose of the said Premises to such third party and at such price as the Promoter may in its absolute discretion think fit and the Purchaser shall have no claim on the said Premises or the Promoter or the price so obtained or otherwise howsoever.

34. Notwithstanding anything herein contained, the Promoter shall not be liable for any defect or damage caused to the said Premises 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 Purchaser. The liability of the Promoter hereunder shall forthwith cease in the event that the Purchaser makes any such change or carries out any repairs or alterations to the said Premises or the Building without the written consent of the Promoter.

35. The Purchaser 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 said Premises or the Building.

36. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**
Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in the said Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the flats in the said Project.

37. **FURTHER ASSURANCES:**

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Both Parties agree that they shall execute, acknowledge and deliver to the other, such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to give effect to 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.

38. **BINDING EFFECT:**

Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser 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 Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser 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 Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever

39. **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 Premises, as the case may be.

40. **RIGHT TO AMEND:**

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

41. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE PURCHASER / SUBSEQUENT PURCHASERS / PURCHASERS:**

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 said Project shall equally be applicable to and enforceable against any subsequent Purchasers / Purchasers of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.

42. **NOTICES:**

42.1. That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser	:
Address of Purchaser	:
Notified Email ID	:

Name of Promoter	: Partner, Parijat Hill View Realty LLP
Address of the Promoter	: 601 / 24 A, Maitry, Bimbisar nagar, Goregaon, Mumbai 400056
Notified Email ID	: parijat.hillview@shirke.co.in

42.2. It shall be the duty of the Purchaser 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 Purchaser or the Promoter, as the case may be.

43. **JOINT PURCHASER:**

In the event there are Joint Purchasers, all communications shall be sent by the Promoter to the Purchaser 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 Purchaser.

44. **SEVERABILITY:**

If for any reason whatsoever, any provision of this Agreement becomes void or is declared by a Court of competent jurisdiction to be invalid, illegal or unenforceable, then the Parties shall negotiate in good faith to agree on one or more provisions to be substituted thereof, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability and the remainder of the Agreement or any Agreement or document appended hereto or made a part hereof, shall not be affected thereby and shall be construed as it would have been prior to such invalidation, as the case may be.

45. The Purchaser has gone through the concerned document, all plans and understood the contents of this Agreement and willingly accepts the terms and conditions of this Agreement. It is expressly noted by the Purchaser that the validity of this Agreement is subject to the issuance of the Commencement Certificate by MHADA / MCGM for the said Premises purchased by him / her.

46. **JURISDICTION:**

46.1. This Agreement shall be governed and interpreted in accordance with the laws of India and the courts at Mumbai shall have exclusive jurisdiction over all matters arising out of or related to this Agreement.

46.2. The Promoter has registered the said Project with the Maharashtra Real Estate Regulatory Authority under the provisions of the Real Estate (Regulation and Development) Act, 2016 along with the Rules and Regulations framed thereunder and has obtained Registration No. P51800021747. This registration is as per the Rules and Regulations prevailing at the relevant time and as may be compliable and required under RERA and the Promoter shall thereafter follow all the procedures/rules/regulations as may be provided for thereunder. It is further clarified that the provisions of RERA shall be applicable in conjunction and/or isolation (as the case may be) with the provisions of Maharashtra Ownership Flats (Regulation of the Promotion, Construction, Sale, Management and Transfer) Act, 1963 or any other laws applicable to the said Project. In the event of any dispute arising in respect of the said Project and in respect of this Agreement, the Parties agree that the provisions of RERA shall apply.

47. This Agreement shall be executed by the Parties hereto in duplicate, one copy with the entire stamp duty amount paid and the second copy with stamp duty of Rs. 100/- (Rupees Hundred only). Each of the copies shall be deemed to be an original hereof, but all of which together will constitute one and the same instrument. The cost of the stamp duty and registration charges shall be borne and paid by the Promoter. The first copy (the Original) shall be retained by the Purchaser; the second copy (Duplicate) shall be retained by the Promoter.

DRAFT

SCHEDULE I:

Description of the land

All that piece and parcel of land admeasuring approximately 2,257.76 sq. mts. bearing Survey No. 34A, Hissa No. 9, Survey No. 47, corresponding to CTS Nos. 219 (part), 259 and 260 of Village Magathane, under its layout code no. 036, lying and situated at Borivali (East), Mumbai 400 066.

SCHEDULE II:

Description of the Said Flat handed over to the Purchaser

Flat No. _____, on the _____ floor, Wing ___ _____ of the new Building named Parijat Hillview , admeasuring carpet Area of _____ sq. ft.

IN WITNESS WHEREOF the Parties hereinabove have set their respective hands and signed this Agreement for Permanent Alternate Accommodation at Mumbai, in the presence of the attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED Purchaser: (including joint Purchasers)
(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.

Received of and from the Purchaser above named the sum of Rupees ..... on execution of this agreement towards Earnest Money Deposit or application fee.

I say received.