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AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai this _____ day of _____ in the Year _____ BETWEEN **HGP COMMUNITY PVT. LTD.,** a Company registered under the Companies Act, 2013 and having its Registered Office at 514, Dalamal Towers, Nariman Point, Mumbai – 400021, having PAN No.**AADCH8389P,** hereinafter called the "**PROMOTER**" (which expression shall unless it be repugnant to the context or the meaning thereof, mean and include, its successors and assigns) of the **ONE PART**.

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And **Mr./Mrs./Miss/M/s**. _____

_____, having

PAN No. _____,

hereinafter called the "**ALLOTTEE/S**" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include in the case of individual, his/her/their respective heirs, executors, administrators and permitted assigns, in the case of partnership firm, the partner or partners for the time being of the Firm, the survivor or survivors of them and the respective heirs, executors, administrators of such survivor and in the case of Company/LLP, its successors in interest and permitted assigns) of the **OTHER PART**;

WHEREAS (1) LAJPATRAI M. VARMA (2) RAMNIKLAL L. DHARIA (3) KIRTANLAL M. DHARIA and (4) NATWARLAL M. KADAKIA, carrying on business in the firm name and style of M/S. N. LAJPATRAI DHARIA & CO. (hereinafter referred to as "**the Original Owners**"), were seized and possessed of or otherwise well and sufficiently entitled to pieces or parcels of lands or ground situated, lying and being at Village Powai Taluka Kurla in the Registration District and Sub-District at Mumbai City and Mumbai Suburban near I.I.T. Powai, admeasuring 3,64,760 sq. mtrs. or thereabouts, hereinafter referred to as the "**Larger Lands**";

AND WHEREAS by an Agreement for Development-cum-Sale dated 15th December, 1983 and made between the said Original Owners of the One Part and M/s. LAKE VIEW DEVELOPERS, as the Promoter was formerly known, of the Other Part, the said Original Owners agreed to sell and the Promoter agreed to purchase the aforesaid lands, then thought to be admeasuring 2,50,000 sq. yards. equivalent to 2,09,025 sq. mtrs. or thereabouts for the consideration and on the terms and conditions therein contained;

AND WHEREAS pursuant to the said Agreement for Development-cum-sale dated 15th December, 1983, the said Original Owners executed Power of Attorney in favour of a Partner of the Promoter on 15th day of December, 1983, authorizing him inter alia to do and carry out various acts, deeds, matters and things for and on behalf of the said Original Owners as contained therein;

AND WHEREAS the said Agreement for Development-cum-sale dated 15th December, 1983 was subject to the Joint Survey of the said larger lands and subject to retention of certain area by the said Owners as contained therein;

AND WHEREAS pursuant to the said Agreement for Development-cum-sale dated 15th December, 1983, the said Original Owners have placed the Promoter

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in possession of the portion of the larger lands more particularly described Firstly in the **First Schedule** hereunder written (hereinafter referred to as the "**Larger Property**") with right to deal with, develop and dispose of the same;

AND WHEREAS the said Larger Lands were subject to Reservation under the Bombay Metropolitan Region Development Authority under B.M.R.D.A. Act 1974 (hereinafter referred to as "**the said Authority**") for Powai Area Development Scheme ("**PADS**");

AND WHEREAS the State Government after calling upon the Original Owners and the other Owners of adjoining lands to show cause against the intended acquisition, acquired inter alia the said Larger Lands under the provisions of B.M.R.D.A. Act;

AND WHEREAS on the representation by the Original Owners to the State Government for proposed development of the said Larger Lands out of their own resources, the said Authority agreed to dispose of the said Larger Lands on certain terms and conditions. The State Government had directed the said Authority to undertake execution of PADS;

AND WHEREAS by a Tripartite Agreement dated 19th November, 1986 and made between the Government of Maharashtra of the First Part, the said Authority of the Second Part and Harishchandra Chandrabhan Sharma and others, which include the Original Owners, of the Third Part, the State Government agreed to dispose of inter alia the Larger Lands;

AND WHEREAS pursuant to the said Tripartite Agreement, an Agreement to Lease was executed on 19th November, 1986, by the said Authority inter alia in favour of the said Original Owners and pursuant to the Original Owners having conceded and/or handed over interalia the said larger lands to the said Authority

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under the said Scheme as a result of acquisition under the B.M.R.D.A. Act, 1974, the said Authority agreed to grant a Lease for a period of eighty years with effect from 19th November, 1986 in respect of the said Larger Lands in favour of the Original Owners on the terms and conditions therein contained;

AND WHEREAS upon the Joint Survey the area of the land as set out in the Agreement for Development-cum-sale dated 15th December, 1983, was varied as recorded vide further agreements between the Parties and confirmation by the Original Owners. It was confirmed by the Original Owners that the lands which are the subject matter of aforesaid agreements are the same land which are subject matter of the Tripartite Agreement dated 19th November, 1986, except for a portion of land admeasuring 14,717 sq. mtrs. retained by the Original Owners, as more particularly described **Firstly** in the **First Schedule** hereunder written, being the Said Larger Property;

AND WHEREAS the Lands forming part of PADS have been naturally divided by D.P. Roads into different Sectors and the same are being developed for last several years on layout development basis;

AND WHEREAS the Promoter is constructing a residential Building, being called SORRENTO on a portion forming part of the said Larger Property. The Sorrento Building is in Sector VI -A (having 2 other existing Buildings'); the said Sector VI-A which is presently having the Net Plot area of 6049.90 sq. mtrs. (excluding reservation),(but which may change as per separate PR cards),as more particularly described **Secondly** in the **First Schedule** hereunder written, hereinafter referred to as the "**Layout Plot**". The latest Layout approved by Municipal Corporation of Greater Mumbai (MCGM) is dated09.12.2010. The authenticated copy of the said approved Layout Plan of the Said Sector VI - A is annexed hereto and marked as **Annexure – "A"**;

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AND WHEREAS accordingly, the Promoter is entitled to develop *interalia* a portion of the said Layout Plot admeasuring about **219.12 sq. mtrs**. as more particularly described in the **Thirdly in the First Schedule** hereunder written. (hereinafter referred to as "**the Project Land**");

AND WHEREAS vide IOD dated 26.06.2018, MCGM has sanctioned plans for construction of the said Building Sorrento and issued Commencement Certificate dated 23.10.2018 for the construction as contained therein;

AND WHEREAS the Promoter is entitled to allot and sell apartments and parking spaces in the Building **SORRENTO**, comprising of 2 basements + stilt + 1st to 22nd upper floors (hereinafter referred to as "**Said Building**")being constructed on the Project Land. Of the said floors, at present, Municipal Corporation of Greater Mumbai MCGM has granted approval for 2 basement + stilt + 1 upper floor, as per the IOD dated 26.06.2018, The authenticated copies of the IOD Letter and the latest CC of the Sorrento Building, are annexed hereto as **Annexures – "B" and "C" respectively,** which are uploaded on the website of the Authority;

AND WHEREAS the Promoter has informed to the Allottee/s that the Promoter is in the process of submitting the Amended Plans for approval to MCGM for construction of balance floors i.e. 2ndto 22ndupper floors of the said Building with the use of Floor Space Index ("**FSI**"), Additional Floor Space Index ("**FSI**"), Fungible FSI and Transferable Development Rights ("**TDR**");

AND WHEREAS the title to the said Larger Lands has been certified by M/s. Chaphekar & Co., Advocates and Solicitors, as per their certificate of title, authenticated copy of which is annexed hereto as **Annexure - "D"**;

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AND WHEREAS the Project Land stands in the Revenue Records and Municipal records in the names of the said Original Owners / MMRDA; the authenticated copies of the P.R. Cards are annexed hereto as **Annexure - "E collectively"**;

AND WHEREAS the Promoter has agreed to sell and the Allottee/s has/have agreed to purchase Apartment No. _____, admeasuring _____sq. mtrs. which is equivalent to _____ sq. ft. (carpet area),as per the definition under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as the "Said Act"), on the ____ floor of the said Building (hereinafter referred to as **"the Said Apartment"**) along with the benefit to use ____**Mechanized Car Parking (if any)**, for the consideration and on the terms and conditions hereinafter appearing;

AND WHEREAS the Promoter has registered the Project under the provisions of the Said Act and the Rules framed thereunder with the Real Estate Regulatory Authority at Mumbai no._____ authenticated copy is attached in **Annexure - F'**;

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the said Building and the Promoter accept the professional supervision of the Architect and the structural Engineer till the completion of the said Building;

AND WHEREAS by virtue of the Development-cum-Sale Agreement/Power of Attorney and aforesaid documents, the Promoter alone has sole and exclusive right to sell the Apartments, garages and covered/mechanized parking spaces in the said Building and to enter into agreement/s with the Allottee/s and to receive sale consideration in respect thereof;

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AND WHEREAS M/s. Lake View Developers and some other entities have been merged with the Promoter under the Amalgamation/Merger Scheme sanctioned by the Bombay High Court on 18th November, 2016, vide common order in CSPs/ 483 to 489/2016. As a result thereof, the name M/s. Lake View Developers stood substituted with the name, HGP Community Private Limited, being the Promoter herein, for all practical purposes;

AND WHEREAS on demand from the Allottee/s, and the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoters' Architect and of such other documents as are specified under the Said Act and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed as **Annexure - "G"**.

AND WHEREAS the Promoter has got some of approvals from the concerned local authority to the plans, the specifications, elevations, sections and of the said Building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupation Certificate of the said Building;

AND WHEREAS 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 Project Land and the said Building and upon due observance and performance of which only the occupation certificate in respect of the said Building shall be granted by the concerned local authority;

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AND WHEREAS the Said Building is being constructed pursuant to and in compliance with the Orders, including common Order and Judgment dated 22nd February, 2012, passed by the Hon'ble Bombay High Court in PIL Nos.131 of 2008, 91 of 2008 and 21 of 2010 (Said PILs). Copies of the Orders, including the said common Order and Judgment are available on the official website of the High Court. As stipulated in said common Order and Judgment passed in the Said PILs, no two flats shall be sold to the same person or any member of her/his family, being her/his spouse and children**;**

AND WHEREAS the Promoter has accordingly commenced construction of the said Building in accordance with the said sanctioned plans;

AND WHEREAS, 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 condition appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs._____ (Rupees _____ _____ Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS under Section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of said Apartment to the Allottee/s, being in

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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/s hereby agrees to purchase the Apartment and the garage/covered parking (if applicable);

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS –

1. The Promoter shall construct the said Building, on the Project Land, in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

2 (a) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Apartment No. _____of admeasuring _____**sq.mtrs. (carpet area)** equivalent to _____ **sq.ft. (carpet area)** on ____floor of Said Building (hereinafter referred to as the "**Apartment**") as shown in the Floor plan thereof hereto annexed as **Annexure-"H"**, along with the benefit to use _____**Mechanized Car Parking (if any)** for the consideration of Rs._____/- (Rupees _____ _____Only) including the proportionate price of the common areas and facilities appurtenant to the Apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed herewith.

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2(b)The Allottee/s 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 purchase consideration of Rs._____/- (Rupees _____

_____

_____Only) in the following manner:

a. Rs. _____ on or before _____

b.Rs. _____ on completion of plinth

c. Rs. _____ on completion of 1st Slab

d. Rs. _____ on completion of 2nd Slab

e. Rs. _____ on completion of 3rd slab

f. Rs. _____ on completion of 4th slab

g. Rs. _____ on completion of 5th Slab

h. Rs. _____ on completion of 6th Slab

i. Rs. _____ on completion of 7th Slab

j. Rs. _____ on completion of 8th Slab

k. Rs. _____ on completion of 9th Slab

l. Rs. _____ on completion of 10th Slab

m. Rs. _____ on completion of 11th Slab

n. Rs. _____ on completion of 12th Slab

o. Rs. _____ on completion of 13th Slab

p. Rs. _____ on completion of 14th Slab

q. Rs. _____ on completion of 15th Slab

r. Rs. _____ on completion of 16th Slab

s. Rs. _____ on completion of 17th Slab

t. Rs. _____ on completion of 18th Slab

u. Rs. _____ on completion of 19th Slab

v. Rs. _____ on completion of 20th Slab

w. Rs. _____ on completion of 21st Slab

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x. Rs. _____ on completion of 22nd Slab

y. Rs. _____ on completion of 23rd Slab (Terrace slab)

z. Rs. _____ on Completion of Walls, Internal Plaster, Floorings, Doors and Windows of the said Apartment.

aa. Rs. _____ on Completion of Sanitary Fittings, Staircases, Lift Wells, Lobbies of the said Apartment.

bb. Rs. _____ on Completion of External Plumbing, External Plaster, Elevation, Terraces with Waterproofing,of the Said Building in which the said Apartment is located.

cc. Rs._____on Completion of the lifts, Water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, pavings of the areas appertain and all other requirements as may be prescribed in the agreement of sale of the Said Building in which the said Apartment is located.

dd. Rs. _____on Possession after receiving Occupation Certificate.

The aforesaid consideration amounts shall be subject to deduction of 1% TDS by the Allottee/s at the time of making payment of sale consideration and submit copies of challans to the Promoter, alongwith Form-16B.

2(c) The Total Price above excludes Taxes payable by the Allottees consisting of tax by way of GST and any other tax/s which may be levied, in connection with the construction of and carrying out the Project up to the date of handing over the possession of the said Apartment.

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/s for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall

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enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

2(e) The Promoter may, at the time of handing over possession of the said Apartment, allow, in its sole discretion, a rebate for early payment/s of instalments payable by the Allottee/s quarterly compounded by discounting such early payment/s @ 12% per annum for the period by which the respective instalment/s has/have been preponed.

2(f) The Allottee/s shall pay all other amounts and moneys becoming due and payable as per the terms and conditions of this Agreement on their respective due dates without fail and without any delay or default as time in respect of the said payments is of the essence of the contract. The Promoter will forward to the Allottee/s intimation of the Promoter having carried out the aforesaid work vide E-mail and courier at the address given by the Allottee/s under this Agreement and the Allottee/s will be bound to pay the amount of instalments within the period of 15 days as contained in such intimation / demand letters. The Allottee/s, in case of delay or default, shall be liable to pay to the Promoter monthly compounded interest on amount due at 12% p.a., till the amount is paid to the Promoter.

2(g) The Allottee/s doth hereby confirm that, from the date of entering into this Agreement, it shall be the obligation of the Allottee/s to bear and pay any additional development charges for layout conditions and fulfilment thereof and the same shall be borne and paid by the Allottee/s along with the other Allottee/s in the said Building and Promoter shall not be responsible or liable to pay the same.

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2(h) The Promoter confirms that it is developing the Project Land with the use of Floor Space Index ("**FSI**"), Additional Floor Space Index ("**FSI**"), Fungible FSI and Transferable Development Rights ("**TDR**") in accordance with the plans sanctioned by MCGM.

2(i) The Allottee/s shall be liable to pay to the Promoters, GST and other taxes, charge/s etc. if applicable to the allotment / sale of the Said Apartment payable to the Government / Semi-Government Authorities and all authorities, including Central Government, State Government, MCGM etc. The Allottee/s shall also be liable to pay alongwith the consideration value, additional charges as contained in this Agreement. In case the Allottee/s have defaulted to make the aforesaid payment towards additional charges/taxes to the concerned authorities and if the Promoter has to pay the same on behalf of the Allottee/s, then Promoter is entitled to recover the same from the Allottee/s with monthly compounded interest at the rate of 12% per annum and the Promoter shall have the right to debit the same towards the Apartment consideration received/receivable.

2(j) The amount/s paid by the Allottee/s to the Promoter shall be appropriated firstly towards taxes payable by him/her, then towards interest payable for all outstanding instalments towards consideration in respect of the Said Apartment, cheque bounce charges, if any, then any administrative expenses and lastly towards consideration/outstanding dues in respect of the Said Apartment.

2(k) The Allottee/s 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

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and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

3. The Promoter has informed to the Allottee/s that

(i) There are limited car parking spaces in the building with the use of car lift. Therefore, parking will be made available subject to availability, on first cum first serve basis and free of cost. In view of the same, no guest parking/s will be available as the parkings will be used by the Allottees themselves. The Allottee/s / Society shall contribute / pay proportionately to the Promoter, any charges / cost related to the operation and maintenance of the Parking system, which shall be in addition to the maintenance cost of the apartment/building. The Allottee/s hereto confirm/s having consented to the same and undertake/s not to raise any dispute/grievance in future in respect of the same.

(ii) The Allottee/s has/have been informed by the Promoter that the types and sizes of parking spaces (Covered/Mechanized/Open/Tandem) which may be allotted in the said Building, may vary as per layout and parking arrangements. The Allottee/s confirm/s that the Allottee/s has/have also been informed that he/they shall use the parking space to park vehicles of standard/permitted size, and that some large vehicles like S.U.V./M.U.V. etc. may not fit into the parking space. The Allottee/s confirm/s and undertake/s the same and shall not raise any dispute and/or claim in future in respect of the same in any manner.

4.1 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

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the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority occupation certificate in respect of the Apartment.

4.2 Time is of essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupation certificate. Similarly, the Allottee/s 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 2(b) hereinabove. (“Payment Plan”)

5. The Promoter hereby declares that the Floor Space Index that would be available in respect of the said Project Land, is approximately 3970.00 square meters only. The Promoter has planned to utilize the said Floor Space Index by availing of TDR and/or FSI available on payment of premiums and/or Fungible FSI as contained in the Development Control Regulations. The Promoter has disclosed the total Floor space Index of 3970.00 square meters as proposed to be utilized by it on the Project Land and Allottee/s has agreed to purchase the said Apartment based on the proposed construction to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the entire FSI shall belong to Promoter only. The Promoter shall be entitled to increased FSI, which may be available in future on modification to Development Control Regulations applicable to the said Project.

6. If the Promoter fails to abide by the time schedule for completing the Project and handing over the Apartment to the Allottee/s, the Promoter agrees, subject to what has been stated in clause (8) hereunder, to pay to

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the Allottee/s, who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest as specified in the Rule, on all the amounts delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s(s) to the Promoter.

7. Without prejudice to right of promoter to charge the interest in terms of sub clause 2(f) hereinabove on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s 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/s committing three defaults of payment of instalments, the Promoter shall at its own option, may terminate this Agreement;

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post / Email at the addresses provided by the Allottee/s, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement and in such event the Allottee/s shall be liable to pay 25% of the total consideration for purchase of the Apartment to the Promoter as liquidated damages.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (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

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termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter.

8. The Promoter shall provide approximate price of the fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoter in the said Building and the Apartment asset out in **Annexure - 'I'** annexed hereto.

9. The Promoter shall give possession of the Apartment to the Allottee/s on or before **30th December, 2023**, provided the Promoter has received the full purchase price of the Said Apartment and other amounts payable by the Allottee/s to the Promoter under these presents and provided the construction of the said Building is not delayed on account of non-availability of steel, cement or other building material, water or electric supply and no act of God, Civil Commotion, Riot, War or any notice, Order, Rule, Notification of the Government and/or any other Public Body and/or Competent Authority and/or any order of Court / Tribunal / Forum and/or any reasons and/or circumstances beyond control of the Promoter, has disturbed the construction schedule of the Said Building and there is no delay in issue of Occupation Certificate by the MCGM and/or Planning Authority and circumstances beyond the control of the Promoter. If the Promoter for any of the aforesaid reasons beyond the control of the Promoter is unable to give possession of the Said Apartment by the date stipulated hereinabove, the Promoter shall be entitled to proportionate extension of time for handing over possession of the said Apartment. It is specifically agreed by the Allottee/s that, during such extension period, Allottee/s shall not be entitled to and shall not be allowed to cancel this Agreement and/or claim any interest. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s even after the period so extended because of any of the aforesaid reasons, then the Promoter

shall be liable on demand to refund to the Allottee/s the amounts already received by it in respect of the Apartment along with monthly compounded interest at the rate of 12% per annum. It is agreed that upon refund of the said amount with interest as aforesaid, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or in respect of the Said Apartment and/or Said Building or Project Land in any manner whatsoever and the Promoter shall be entitled to deal with and dispose of the Said Apartment to any person or party as the Promoter may desire.

10. The Allottee/s hereby agrees that in the event of any amount being levied by way of premium and other charges, betterment charges and/or development tax, security deposit, charges for the purpose of giving water connection, drainage con**n**ection and electricity connection, Mahanagar Gas Charges payable to the MCGM and/or to State Government, TATA power, Adani energy or any other private electricity provider, other taxes and/or payments of a similar nature becoming payable by the Promoter, the same shall be paid by the Allottee/s to the Promoter in proportion to the area of the Said Apartment. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rata charges which the Allottee/s may be called upon to pay by the Promoter in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cable, electric substation (if any) making and maintaining of Internal Roads and access to the Project Land, drainage layout and all other facilities till the charge of the Project Land is handed over to the Societies of the Allottee/s of the Apartments in the said Project Land.

11. In the interest of the Apartment Allottees of the SORRENTO Building, and for environmental safety, a Sewage Treatment Plant (STP) will be installed, which shall be operated and managed by the proposed Society

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of the Allottees of the Said SORRENTO Building at its costs as per statutory requirements.

12. The Promoter has informed the Allottee/s that he /she/it/they can use the common club houses in the complex, being Forest club and Eden club against payment of applicable charges.

13. Notwithstanding what is contained herein to the contrary, it is expressly agreed between the Promoter and the Allottee/s that the Promoter shall be entitled to utilize and enjoy either personally or through any nominee/s all area or areas forming part of the said Larger Lands as properly as may be available from time to time including areas reserved for public utility including recreation etc. by utilizing the same as the Promoter may deem fit and the Promoter will be entitled *inter alia* to construct Recreation Centre, Health Club, Club House, Hotel etc. and carry on such other activity or activities as the Promoter may desire on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area or areas or structure or structures with right to transfer or assign benefit thereof and to recover and appropriate consideration received there from including from the day to day business thereof shall be that of the Promoter alone exclusively and the Allottee/s shall have no right thereto either in his individual capacity or through the Organisation of the Apartment Allottee/s. The Allottee/s doth hereby declare and confirm for the sake of clarity that the ownership of all such area or areas and construction by way of Recreation Centre, Health Club, Club House or Hotel etc., shall belong to the Promoter alone exclusively and the Allottee/s shall have no right to the same in any manner whatsoever.

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14. The Promoter reserve to itself the right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Larger Lands/ Layout Plot and the common right of ways at all times, by day and night, for all purposes and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and development of the said Larger Lands and the Layout Plot and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to each and every building in the said Larger Lands including the Layout Plot, provided that the Promoter shall use their reasonable efforts to ensure that the Allottee/s enjoyment of the Said Apartment is not adversely affected.

15. So long as each of the Apartments / Covered/ mechanized Parking Spaces in the Said Building is/are not separately assessed for municipal taxes and water taxes etc., the Allottee/s shall pay to the Promoter or to the Society when formed, a proportionate share of the municipal taxes and water taxes etc. assessed on the whole Building, such proportion to be determined by the Promoter on the basis of the area of each Apartment/covered parking in the Said Building. The Allottee/s along with the other Apartment holders will not require the Promoter to contribute a proportionate share of the water charges, tanker water charges, electricity used for water, lifts and any other similar charges relating to occupation in respect of the Apartments which are not sold and disposed off by the Promoter. The Promoter will also be entitled to the refund of the Municipal Taxes on account of the vacancy of such Apartments.

16. The Allottee/s confirm/s that he/she/they/it has/have agreed that–

(a) All internal dimensions for carpet area are from unfinished wall surfaces. Minor variations (+/-) upto **3**% in actual carpet areas may occur on account of site conditions. In the event variation is more than **3**%, the

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consideration will stand decreased or increased as the case may be, in proportion to such variation.

(b) In toilets the carpet areas will be inclusive of pali walls.

(c) In the tiles that will be used in the Apartment, there may be some imperfections, variations including shade variations, which someone may view as 'defect'. However, these imperfections/variations are normal in tiles.

17. At the time of registration of the conveyance of the structure of the Said Building, the Allottee/s shall pay to the Promoter the Allottee/s share of stamp duty and registration charges payable thereon, by such Organisation on the conveyance or any document or Instrument of transfer in respect of the structure of the Building, to be executed in favour of such Organisation.

18. Provided it does not in any way affect or prejudice the rights of the Allottee/s in respect of the Said Apartment, the Promoter shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the Layout Plot more particularly described **Secondly** in the **First Schedule** hereunder written.

19. The Allottee/s and the person/s to whom the Said Apartment is permitted to be transferred with the written consent of the Promoter, shall (i) observe and perform all the provisions of the Bye-laws and/or the rules and regulations of Organisation when formed and/or all the provision of the Memorandum and Articles of Association of such Organisation and the additions, alterations or amendments thereof for the observance and carrying out the building Rules and Regulations and the Bye-laws for the time being of the Municipal Corporation of Greater Mumbai and other

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local and/or Public Bodies. (ii) observe and perform all stipulations and conditions laid down by Organisation regarding the occupation and use of the Said Apartment and shall pay and contribute regularly and punctually towards rates, cesses, taxes, expenses and all other outgoings.

20. It is agreed between the Promoter and the Allottee/s that after the notice in writing is given by the Promoter to the Allottee/s that the Said Apartment is ready for use and occupation, the Allottee/s shall be liable to pay the proportionate share (i.e. in proportion to the area of the Said Apartment) as determined by the Promoter of all outgoings in respect of the Layout Plot / Project Land and the Building, including local taxes, cesses, rates and other charges, betterment charges and all other charges levied by the local authority, Government, Water Charges, Insurance Charges, common lights, repairs, salaries of clerks, Bill Collector's Charges, Chowkidar and Sweeper Charges, maintenance charges and all other expenses necessary and incidental to the administration, Management and maintenance of the Project Land and the Said Building, including those mentioned in the Third schedule hereunder written and until the management of said Building is transferred to the Organisation of the Allottees, the Allottee/s shall pay to the Promoter the proportionate share of outgoings as may be determined by the Promoter.

21. The stamp duty and registration charges incidental to this Agreement shall be borne and paid by the Allottee/s alone. The Allottee/s shall immediately after the execution of this Agreement in any event not later than seven days from the date of execution of these presents, lodge the same for registration with the Sub-Registrar of Assurances and inform the Promoter the number under which and the day on which the same is

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registered, sufficiently in advance to enable the Promoter within reasonable time thereafter to attend the office of the Sub-Registrar of Assurances and admit execution thereof at the costs and risk of the Allottee/s.

22. The Promoter shall always have a right to get the benefit of F.S.I., additional F.S.I., Fungible F.S.I., any additional development rights that they may be entitled to in future for construction on the Said Larger Lands including the Layout Plot from MCGM, amend Layout and also to put up additional structures / buildings as may be permitted by the MCGM and other competent authorities; such structures / buildings will be the sole property of the Promoter alone and the Allottee/s shall not be entitled to raise any objection or claim any abatement in the price of the Said Apartment agreed to be acquired by him/her/them.

23. The Promoter shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement shall have a first lien and charge on the Said Apartment agreed to be purchased by the Allottee/s.

24. The Allottee/s hereby covenant/s to keep the Said Apartment, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good, tenantable and repairable condition and in particular so as to support, shelter and protect the parts of the Building other than the Said Apartment. The Allottee/s further covenants not to chisel or in any other manner damage the columns, beams, slabs or R.C.C. partition or walls or other structural members without the prior written permission of the Promoter. In the event of a breach of any of these conditions, the Allottee/s, apart from being liable to make good at his/her/its own costs,

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the damage caused because of breach/s, shall also be responsible for the consequences thereof.

25. It is expressly agreed that the Promoter shall be at liberty to make such minor changes or alterations as may be necessary due to aesthetic, architectural and structural reasons duly recommended and verified by an authorised Architect or Engineer.

26. The Allottee/s shall not decorate the exterior of the Said Apartment otherwise than in a manner agreed to with the Promoter.

27. In the event of organisation of all the Allottee/s being formed and registered before the sale and disposal by the Promoter of all the Apartments, the powers and the authorities of such Organisation shall be subject to the overall authority and control of the Promoter in respect of all the matters concerning the Said Building and in particular the Promoter shall have absolute authority and control as regards the unsold Apartment and disposal thereof; PROVIDED AND ALWAYS the Allottee/s hereby agree/s and confirm/s that in the event of such organisation being formed earlier than the Promoter dealing with or disposing off all the Apartments in the Said Building then and in that event any Allottee/s or Allottee/s of Apartments from the Promoter shall be admitted to such Organisation on being called upon by the Promoter without payment of any premium or any additional charges save and except Rs.500/- (for individual) and Rs.1000/- (for non-individual) towards share money and Rs.100/- as entrance fee and such Allottee/s or transferee thereof shall not be discriminated or treated prejudicially by such Organisation.

28. Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s shall not be construed as a waiver on the part of the Promoter of any breach or

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non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of Promoter.

29. The Allottee/s is fully aware of the provisions of the amended Bombay Stamp Act. If any stamp duty over and above the stamp duty already paid on this Agreement is required to be paid or is claimed by the Superintendent of Stamps or Concerned Authority, the same, including the penalty, if any, shall be borne and paid by the Allottee/s alone. The Promoter shall not be liable to contribute anything towards the stamp duty and/or penalty. The Allottee/s shall indemnify the Promoter against any claim from the Stamp Authorities or other Concerned Authority in respect of the stamp duty and/or penalty to the extent of the loss or damage that may be suffered by the Promoter. The Allottee/s shall also fully reimburse the expenses that may be required to be incurred by the Promoter in consequence of any legal proceedings that may be instituted by the authorities concerned against the Promoter for non-payment and/or under payment of stamp duty and/or penalty by the Allottee/s.

30.1. **Procedure for taking possession** – The Promoter, upon obtaining the occupation certificate from the competent authority and after the Allottee/s makes all payments to the Promoter as per this Agreement, shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 1 (one) month from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee/s, provided the Allottee/s has not committed breach of any of the terms and conditions of this Agreement. The Allottee/s agree(s) to pay the maintenance charges and property tax charges from the date of occupation certificate irrespective of whether the Allottee/s has taken possession of the said Apartment or not.

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30.2. The Allottee/s shall take possession of the Apartment within one month of the Promoter giving written notice to the Allottee/s intimating that the said Apartment is ready for use and occupation.

30.3. **Failure of Allottee/s to take Possession of Apartment**: Upon receiving a written intimation from the Promoter, as per clause30.1, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings prescribed in this Agreement and any other documentation as may be required, and the Promoter shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 30.1, the Allottee/s shall continue to be liable to pay maintenance charges, electricity charges, municipal taxes and other taxes as levied by any other competent authority as applicable.

30.4 If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment or the Said Building in which the Apartment are situated then, subject to clause 39 hereunder and provided the Allottee/s is not guilty or responsible for such defect, wherever possible such defects shall be rectified by the Promoter. However, it is specifically agreed by and between the Promoter and the Allottee that, if the Allottee does any alterations and/or cause damage to the waterproofing in the Apartment, the Promoter shall not be liable for any defect liability.

30.5 The Promoter is providing Air conditioners, Modular kitchen, Refrigerator, washing machine, oven, chimney, hob, water purifier and water heater. The Allottee/s himself/itself shall maintain the same at his own cost. The

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Promoter shall not be liable for any break downs or defects therein in any manner. The Promoter will hand over the warranty cards (if provided by the manufacturer) for the electronic items provided in the Apartment. In case of any problem, the Allottee shall directly pursue with the concerned manufacturer/agency for getting the same repaired/replaced.

31. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space, if any, only for purpose of keeping or parking vehicle of his own only.

32. The Allottee/s along with other Allottee/s of Apartments in the Said Building shall join in forming and registering the Society 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 the registration of the Society 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/s, so as to enable the Promoter to register the Society of the Allottee/s in the Said Building. No objection shall be taken by the Allottee/s 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 any other Competent Authority.

33.1 The Promoter shall, within three months of issuance of Occupation Certificates by the MCGM to all the Buildings in the Said Sector VI -A, subject to receiving full payment of consideration from all the Allottees and on fulfilment of the terms and conditions of the MMRDA and under

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the said Tripartite Agreement dated 19th November, 1986, cause to be transferred to the Society all the right, title and the interest of the Promoter in the structure of the Said Building in which the said Apartment is situated (excluding basements and podiums), subject to the Promoter's rights to construct and dispose of the remaining apartments, if any.

33.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies of the Allottee/s of all the buildings in the said Sector/Layout Plot or after the Land covered by the Tripartite Agreement dated 19th November, 1986, is fully developed as contained in the said Tripartite Agreement dated 19th November, 1986, whichever is later, cause to be transferred to such Federation/Apex body, all the right, title and the interest of the Original Owner / Promoter in the Layout Plot.

33.3 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the Layout Plot / Project Land 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 Layout Plot / Project Land and Building. Until Society is formed and the said structure of the Building in which the said Apartment situates is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee/s share is so determined the Allottee/s shall pay to the Promoter adhoc/provisional monthly contribution of Rs._____ per month towards the outgoings. The amounts so paid by the Allottee/s to the

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Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the Building in which the said Apartment situates is executed in favour of the society as aforesaid. On such conveyance / being executed for the structure of the Building in which the said Apartment situates, the aforesaid amounts(less deduction provided for in this Agreement) shall be paid over by the Promoter to the proposed Society.

34. The Allottee/s agrees and undertakes to abide by his / their / its obligations as under:

(a) To make necessary payments in the manner and within the time as specified in this Agreement and shall pay at proper time and place, stamp duty, registration charges, the share of municipal taxes, water and electricity charges, maintenance charges, ground rent and all other charges, payments.

(b) To pay the ad-hoc pro-rata maintenance charges towards the out-goings of the Layout Plot/Project Land.

(c) To pay interest i.e. monthly compounded interest on amount due at 12% p.a., till the amount is paid to the Promoter for any delay in payment of any of the instalments and any other amount/charges or deposits agreed to be paid under this Agreement, without prejudice to the rights of the Promoter of termination of the Agreement as per the terms of this Agreement.

(d) To sign the requisite applications and other documents / information for registration of the Society.

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(e) To take possession of the said Apartment within a period of one month from the date of intimation by the Promoter of Occupation Certificate having been received.

35. The Allottee/s shall on or before delivery of possession of the said Apartment pay to Promoter, the following amounts:-

(i) Rs. 500/- (for Individual), Rs. 1000/- (for non-individual) towards share money, Rs. 100/- application entrance fee of the Society,

(ii) Rs._____/- towards expenses for formation and registration of the society and incidental charges.

(iii) Rs. ___–_____/- for proportionate share of taxes and other charges / levies in respect of the Federation / Apex body.

(iv) Rs._____/- towards adhoc/provisional contribution towards outgoings of Society and property taxes.

(v) Rs._____/- for deposit and charges towards Water, Electric, drainage, sewerage connection and other utility and services connection charges.

(vi) Rs_____/- towards deposit and charges for electrical receiving and Sub Station provided in the Layout Plot.

(vii) Rs._____/- towards Legal &Documentation charges

(viii) Rs._____/- towards Mahanagar Gas Connection charges

The amounts towards provisional outgoings, as contained in sub-clause (i) &(iv) hereinabove will be transferred by the Promoter to the Society as and when management of the said Building is transferred to such Society, after deducting therefrom of arrears of taxes and expenses, as contained in Third Schedule hereunder. It is agreed that the Promoter is not liable to pay any interest on the aforesaid amounts towards provisional outgoings.

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The aforesaid amounts mentioned in sub-clause (ii), (iii), , (v), (vi), (vii) & (viii) shall be utilised by the Promoters to meet the expenses as mentioned therein and no interest will be payable on aforesaid amounts.

(ix) The Allottee/s shall, on or before taking possession of the said Apartment, pay Rs. _____/- to the Promoter to meet the future maintenance of Internal Layout Roads, Recreation Areas, Street Lighting etc. and for the purpose of maintenance and upkeep of recreation areas and other facilities which the Promoter provides in Hiranandani Gardens Complex (PADS). It is clarified that the said amount of Rs. _____/- is not by way of consideration for acquiring the Said Apartment by the Allottee/s but for the purpose of lumpsum payment of future maintenance in respect of the aforesaid area. It is further agreed that the Promoter will have right, and good power to invest the said amount or amounts for the betterment of the common infrastructure by the Promoter and the Allottee/s shall have no right to the said amount and the Allottee/s shall not claim either refund thereof or hold the Promoter liable in that behalf in any manner whatsoever. It is agreed that the Promoter shall be entitled to utilize the said amount for the purpose of the aforesaid arrangement in respect of the maintenance of internal layout roads, recreation areas and repairs thereof, street lighting etc. It is also repeated and confirmed that the Promoter will make arrangement for the aforesaid maintenance work and make diligent efforts in that behalf. However, the Promoter shall not be liable for any act of commission or omission or failure in future maintenance or repairs of internal layout roads, street lighting and other areas by reason of the fact that the aforesaid amount is paid by the Allottee/s to the Promoter and the Promoter will endeavour

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in reasonable manner to provide for the same. It is agreed that the Promoter will be entitled to provide for a body or association as the Promoter may deem fit so as to maintain the said internal layout roads, street lighting etc. through the medium or instrument of such body or association as the case may be. The Promoter shall be entitled to transfer the said amount or balance thereof to such body or association as the case may be and whereupon the Promoter shall be absolved of all their liabilities in respect of the said amount and application and utilization thereof. The Allottee/s declare/s and confirm/s that the payment of the said sum as stated hereinabove is over and above the purchase price and also the various deposits and charges agreed to be paid by the Allottee/s and the same shall not be set off or adjusted against any other amount or amounts in any manner whatsoever.

36. The Allottee/s 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 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.

37. Before registration of conveyance of the structure of the Building in which the said Apartment situates, the Allottee/s shall pay to the Promoter, the Allottee/s' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document or instrument of transfer in respect of the structure of the said Building in which the said Apartment situates. Before registration of Lease of the Layout Plot in favour of the Apex Body or Federation of Societies, the Allottee/s shall pay to the Promoter, the Allottee/s share of stamp duty and registration

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charges payable, by the said Apex Body or Federation on such lease or any document or instrument of transfer in respect of the Layout Plot to be executed in favour of the Apex Body or Federation.

38. REPRESENTATION AND WARRANTIES OF THE PROMOTER

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

(i) The Promoter has clear and marketable title in respect of Larger Lands (which includes the Project Land); as declared in the title reports annexed to this Agreement and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land 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 Project Land or the Project.

(iv) There are no litigations pending before any Court of law with respect to the Project Land or Project except those disclosed in the title reports;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the said Project/Project Land 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

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Project/Project Land and said Building 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/Project Land, Building 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/s created herein, may prejudicially 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 Project Land, and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;

(ix) The Promoter has duly paid and shall continue to pay and discharge, till Promoter offers possession of the said Apartment to the Allottee/s, 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;

(x) 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

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requisition of the said property) has been received or served upon the Promoter in respect of the said Project Land, except those disclosed in the title certificates.

39. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows –

(i) To maintain the Apartment at the Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the Said Building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Said Building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to do or suffered to be done anything to the said Building entrance canopy, which may be against the rules, regulations or bye-laws of concerned local or any other authority.

(iii) Not to encroach upon external and/or internal ducts/void areas adjacent to the Apartment by constructing permanent and/or temporary work by closing and/or using it. The said duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables etc. For breach of any of the terms mentioned hereinabove, the Allottee/s shall be solely responsible for all the consequences arising because of the same.

(iv) Not to affix or put any dish antenna outside the Apartment or change the position of A.C. condenser units installed in the

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Apartment or any of their accessories, which has the possibility to spoil the exterior elevation of the Apartment and the Said Building. The Allottee/s can put additional A.C. condenser unit/s only after taking written permission of the Promoter.

(v) Not to change the position of washing machine provided in the Said Apartment or any accessories in respect thereof in any manner. The Allottee/s shall be liable to make good any damage caused as a result of the Allottee/s not complying with the said condition.

(vi) Not to affix or put any grills outside the windows of the Said Apartment as well as not to change material, color, holes, windows, chajjas, railings, etc., which has the possibility of spoiling the exterior elevation of the Apartment and/or the said Building.

(vii) Not to chisel or break or cause any damage to the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said Building or on the pardis/parapets/railing provided in the said Building. Further, the Allottee/s is not entitled to make any kind of holes/ core cuts etc. in R.C.C. in R.C.C. slabs or any structural members. The Promoter has informed the Allottee/s that all the R.C.C. members, flooring, walls etc. form the structural members of the entire Building and/or modification thereto and/or any changes therein either structural or elevational, require strict technical inputs, since any damage to them would result in damage to the entire structure of the Said Building, which may lead to serious implications not only to the Said Apartment but to the Said Building. The Promoter has also informed to the Allottee/s that for any such act on the part of the Allottee/s,

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Allottee/s shall also be criminally liable/ punishable under the relevant provisions of law.

(viii) Not to put or keep flower / plant pots, signboards and / or any object outside the windows of the Said Apartment.

(ix) Not to store in the Apartment 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 Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take case while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Said Building in which the Apartment is situated, including entrances of the Said Building in which the Apartment is situated and in case any damage is caused to the Said Building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

(x) To carry out at his own all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Said Building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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(xi) Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the Said Building or the Said Building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Said Building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society, as the case may be.

(xii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land/ the Said Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(xiii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Layout Plot/the Project Land and the Said Building in which the Apartment is situated.

(xiv) (a) As per one of the conditions of the IOD,

(i) to ensure that the Allottee/s and proposed society of the Allottees, separate all dry and wet garbage and(ii) to treat the garbage on the same plot as per the requirement of the MCGM

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and comply with necessary requirements of MCGM in this behalf from time to time.

(xv) Not to use any location of all designated refuge areas in the Said Building for storage of goods or placement of ODUs and/or any such personal usage at all.

(xvi) To pay to the Promoter within thirty days of receipt of demand notice issued by the Promoter his/her/their share of additional security deposit/charges/premium, if any, that may be demanded by the concerned local authority or Government for giving water, drainage, electricity or any other service connection to the Said Building / Said Building in which the Said Apartment is situated.

(xvii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit / additional security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Said Building in which the Apartment is situated.

(xviii) 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 Apartment by the Allottee/s to any purposes other than for purpose for which it is sold.

(xix) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Promoter.

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(xx) The Allottee/s shall observe and perform all the rules and regulations which the Society 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society / Apex Body / Federation regarding the occupancy and use of the Apartment in the Said 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.

(xxi) Till a conveyance of the structure of the Said Building in which Apartment is situated is executed in favour of society, the Promoter and their surveyors and agents, with or without workmen and others, shall be entitled, at all reasonable times, to enter into and upon the Said Building and any part thereof to view and examine the state and condition thereof.

(xxii) Till lease/assignment of the Layout Plot of which the said Building forms part of, is executed by the Owner of the said Larger Lands i.e. MMRDA in favour of Apex Body or Federation of the societies of the Allottee/s of Apartments / flats in the Said Building in the said Layout, the Promoter shall be entitled to and the Allottee/s shall not object to the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Layout Plot or any part thereof, including the Project Land, to view and examine the state and condition thereof.

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It is agreed by the parties hereto, which the Allottee/s specifically confirms that such lease/assignment will be executed by the Owner i.e. MMRDA only after the Lands covered by the Tripartite Agreement dated 19th November, 1986, are fully developed, as per the terms and conditions of the said Tripartite Agreement.

(xxiii) Until the Lands covered by the Tripartite Agreement dated 19th November, 1986, are fully developed as provided in the said Tripartite Agreement, not to obstruct or prevent the Promoter in any manner whatsoever from carrying out further construction of buildings or structures on the Lands covered under PADS, in such manner as the Promoter may deem fit and proper, as per the sanctioned plans.

The Allottee/s agree/s to follow, bind himself/themselves and agree to indemnify the Promoter by giving irrevocable undertaking not to combine/amalgamate two adjacent apartments in the Said Building in any manner whatsoever or do any alteration/s in the layout of the said Apartment, because of which the approved/sanctioned area of the said Apartment is increased.

(xxiv) The Allottee/s agree and undertake not to raise any nature of objection and record his/her/their consent for giving access to the third party plot/s going through the plot/building compound, to such owners/possession holders of the third party plots within the said plot.

The Allottee/s agrees to sign an undertaking confirming interalia above being **Annexure - "J"**, before claiming/taking possession of the said Apartment.

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40. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the all outgoings, and shall utilize the same only for the purposes for which they have been received.

41. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or the said Building or any part thereof or the Project Land. The Allottee/s shall have no claim save and except in respect of the Apartment 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 in which the said Apartment situates, is transferred to the Society or other body and until the said Layout Plot is transferred to the Apex Body / Federation as hereinbefore mentioned.

42. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

43. **BINDING EFFECT**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and

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secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s(s) fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s for the Said Apartment shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s, without any interest or compensation whatsoever, after deducting therefrom 10% of the consideration amount as compensation/ damages.

44. **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 Apartment or Building, as the case may be.

45. **RIGHTS TO AMEND**

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

46. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising

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hereunder in respect of the Project Land / Building shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

47. **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.

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

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

49. **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

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perfect any right to be created or transferred hereunder or pursuant to any such transaction.

50. **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 Branch Office, at Olympia, Powai at Mumbai, Maharashtra and after the Agreement is duly executed by the Allottee/s and the Promoter, the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai, Maharashtra.

51. The Allottee/s 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 or its authorised signatory will attend such office and admit execution thereof.

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

Allottee/s Address :_____

_____

_____

_____

Notified Email ID : _____

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Promoter Register Office Address : 514, Dalamal Towers,
Nariman Point,
Mumbai – 400021

Promoter Branch Office Address : Olympia Building,
Hiranandani Business Park,
Powai, Mumbai – 400 076

Notified Email ID :_____

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

53. **JOINT ALLOTTEE/S**

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

54. **STAMP DUTY AND REGISTRATION**

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

55. **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 Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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56. **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 in Mumbai, Maharashtra 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 Mumbai, Maharashtra in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO –

FIRSTLY ALL THOSE pieces or parcels of land or ground situate, lying and being at Village Powai near I.I.T., off AdiShankaracharya Marg, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and being C.T.S. No. 4, 5, 8, 9, 10, 11, 12, 13(pt), 14(pt), 16(pt), 17, 18(pt), 19(pt), 24 (pt) & 25 of Village Powai and admeasuring 3,64,760 sq. mtrs. or thereabouts excluding 14,717 sq. mtrs. area retained by the said M/s. N. Lajpatrai Dharia & Co.

SECONDLY ALL THOSE pieces or parcels of land or ground, situate lying and being at village Powai, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, being Sector VI - A, admeasuring about 6049.90 sq. mtrs. excluding reservation, bearing old CTS Nos. 13 (pt), 14 (pt) & 16 (pt) and bearing new CTS nos.13A/1/1A and 10 B/3of Village Powai.

THIRDLY A PORTION OF ALL THOSE pieces or parcels of land or ground, situate lying and being at village Powai, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, admeasuring about 219.12 sq. mtrs., bearing C.T.S. Nos. 13A/1/1A (PT.) & 10 B/3 (PT.) of Village Powai, forming part of the Layout of Sector VI –A .

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SECOND SCHEDULE ABOVE REFERRED TO –

The nature, extent and description of common areas and facilities of immediate area abutting the main entrance door after the landing of the floor of the Said Apartment hereby agreed to be sold in proportion with other Apartments on the same floor.

Pro-rata right along with the Allottees of Apartments in said Building in limited common areas and facilities as follows (this does not apply in the case of premises other than Apartment) : (i) Staircase (ii) Main Entrance Hall (iii) Lifts and Lifts Lobbies on each floor (iv) Common Servants Toilets.

THIRD SCHEDULE ABOVE REFERRED TO –

1. The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace, garden and main water pipes, lift and electric wires in, under or upon the Said Building and enjoyed or used by the Apartment holder/s in common with the other occupiers of flats and the main entrance passages, landings, lifts and staircases of the Said Building or enjoyed by the Apartment holders used by him/her/them in common as aforesaid and the boundary walls of the Building, compound, terraces etc.
2. The cost of cleaning and lighting the passages, water pump, landing, staircases, lift, common lights and other parts of the Said Building used by the Apartment holder/s in common as aforesaid.
3. The cost of the salaries of clerks, bill collectors, liftmen, chowkidars, pump-man, sweepers etc.
4. The cost of working and maintenance of common light, water pump, lift and other service charges.

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5. Municipal and other taxes such as water charges bills, electricity charges bills, cesses, levy and revenue, N.A. taxes etc.

6. Insurance of the Said Building.

7. All the expenses relating to Sewerage Treatment Plants (STP's) including for maintenance, treating water, electricity etc.

8. Such other expenses as are necessary or incidental for the maintenance and upkeep of the Building alongwith parking spaces and Project Land.

SCHEDULE 'A'

Apartment bearing number _____ on the _____ floor, in the _____ of the Building Sorrento being the said project, admeasuring _____ sq. mtrs. (carpet area) equivalent to _____ sq. ft. (carpet area) ("said **Apartment**") and bounded as follows –

On or towards the East -

On or towards the West -

On or towards the North -

On or towards the South -

SIGNED AND DELIVERED BY THE)

WITHINNAMED **Promoter**)

HGP COMMUNITY PVT.LTD.,)

_____)

(through its Authorised Signatory))

WITNESSES :)

1.Name _____)

Signature _____)

)

2.Name_____)

Signature _____)

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SIGNED AND DELIVERED BY THE)

WITHINNAMED)

Allottee/s)

(1)_____)

(2)_____)

(3)_____)

(4)_____)

At _____ on _____)

In the presence of WITNESSES :-)

1.Name _____)

Signature _____)

)

2.Name_____)

Signature_____)

Received of and form the Allottee/s above named the sum of Rs._____(Rupees_____ _____ Only) on execution of this Agreement towards advance money or application fee.

I say received.

The Promoter/s/Authorised Signatory

ANNEXURE - A

(Authenticated copy of the latest Plan of the Layout as approved by the concerned Local Authority)

ANNEXURE – B

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(Authenticated copies of the IOD letter and letter of latest Amended Plans)

ANNEXURE – C

Copy of latest Commencement Certificate

ANNEXURE – D

Title Report/ Certificate

ANNEXURE-E

(Authenticated copies of Property Cards showing nature of the title of the Original Owner/MMRDA to the **Project Land**).

ANNEXURE – F

(Authenticated of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

ANNEXURE – G

Plans

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ANNEXURE – H

(Floor Plan)

ANNEXURE – I

(General Specification and amenities for the Apartment and the Building Other than servant rooms/servant toilets if any)

1. R.C.C. Frame Structure.

2. Tile Flooring in Living room, bedroom, kitchen and passage (Tile Rs.100/- per sq. ft.)
3. Tile Flooring and Dado in toilets (Tiles Rs.50/- per sq. ft.)
4. WC with flush tank and fittings (Rs. 15,000/- per set) and Shower with fittings (Rs.14,000/- per set).
5. One door bell.
6. Lifts (Rs.50 Lakhs per elevator)
7. Wash basin with mixer and fittings (Rs.7500/- per set)
8. Kitchen platform with sink, tile dado and fittings.
9. Main door with mortise lock - painted / laminate / polished / from inside & outside.
10. Building exterior and interior with quality paints.
11. Entrance hall suitably decorated.
12. Modular type electrical switches/sockets (Rs.5500/- per apartment)
13. Air Conditioner Split Units in Living and Bedrooms (Rs.15000/- per unit)
14. Modular Kitchen cabinets along with refrigerator, washing machine, oven, chimney, hob, water purifier and water heater.

ANNEXURE- "J"

Copy of Undertaking from Allottee/s

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