Annexure'A'
Model Form of Agreement to be entered into betweenPromoterandAllottee(s)
(Seerule10(1))
EXPLANATORYNOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void *ab-initio*.

Model Form of Agreement

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("**Agreement**") is made and executed at Mumbai on this _____ day of _____ in the year Two Thousand Twenty Three **BETWEEN** M/S J N DEVELOPERS, a Partnership concern, having PAN number **AERFS1582E** ,through its Partner , **MR. EHSAAN UL HAQ NIZAM UL HAK KHAN** , **aged about 40 years**, an Indian Inhabitant having address at unit No 34, OPP Durga fashion, Bharat Coal Compound, Kale Marg, Kurla-West, Mumbai 4000-70, here in after for the sake of brevity the same shall be referred to as having an address a there in after referred to as **"THE PROMOTERS/ DEVELOPERS"** (which expression shall unless it be repugnant to be context or meaning thereof be deemed to mean and include its successors in title and its assigns)of the **ONE PART;**

AND

MR._____,[Pan No._____ and Aadhar No. _____] having an address at _____. hereinafter referred to as **"THE PURCHASER(S)/ALLOTTEE(S)"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, and in the case of a firm the partners constituting the said firm the survivors and the heirs, executors, and administrators of the last surviving partner and in the case of a company its successors) of the **OTHER PART.**

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The Promoters/ Developers and the Purchaser(s)/Allottee(s), wherever the context so requires, are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS MR. PARVEZ FIROZE MANTRI
MRS NILOFAR FIROZE MANTRI

, are the Owners of all that piece or parcel of land situated at C.T.S. No. 222, 222/1, TO 222/4, admeasuring about 566.9 square meters, equivalent to 6102.06 sq ft as per property card with Ground And Three upper floor existing there on known as Louis house there on for residential as well as commercial use and more particularly described in the Schedule (herein after refereed to us the **"THE SAID PROPERTY/ THE IMMOVABLE PROPERTY "**

And Whereas The building on the said Property consists of Ground And Three upper floor existing there on known as Louis house there on for residential as well as commercial use. (Hereinafter referred to as "**THE SAID OLD BUILDING**), which are occupied by its Owners. The said Land together with the said old Building be referred to as "**THE SAID PROPERTY"** (more fully and particularly described in the **First Schedule** written hereunder). Hereto annexed and marked as **ANNEXURE- "A"** Copy of property card.

And Whereas The said old Building as aforesaid was constructed on or before the year 1975 and was in a dilapidated condition and structurally unstable. After conducting a structural audit of the said old Building, it was realized by the owner of the building that it required major structural repairs and arduous renovation work, for which the costs and expenses were enormously exorbitant to be borne by the owner. Further, for the interests of the building, since repairs and renovations would be a recurring heavy expenditure every year, the owner has unanimously decided to re-develop the said Property by demolishing the said old building and constructing a new building/s thereon.

And Whereas Thereafter, the owner inviting the proposals for Re-Development of the property to the prospective real estate developers on the terms and conditions stated therein and the Developer/s herein subsequently submitted its proposal to the owner and had negotiations with the owner from time to time for the purpose of re-development of the said Property.

And Whereas The owner and the Developer/s have confirmed that no other covenants, of whatsoever nature, are executed, which are affecting the title of the said Property and/or there are no other impediments of whatsoever nature attached to the said Property and that the Developers are entitled and enjoined upon to construct the new building on the said Property in accordance with the recitals herein above.

And Whereas By and under Agreement for Development dated 29th July 2022 , registered in the office Sub-Registrar of Assurances at Kurla, under Sr. No. KRL-1/14260 /2022 , for the consideration and on the terms and conditions contained therein, the said owner granted the development rights in respect of the said Property to **M/S J N DEVELOPERS ,** the Developers herein, by demolishing the said old Building and constructing a new Building by utilizing basic F.S.I. and/ T.D.R./fungible FSI/Premium FSI which is permissible under prevailing D.C. Regulations. Hereto annexed and marked as **ANNEXURE-"H"** copy of index -II of Development Agreement dated 29th JULY 2022.

And Whereas The Owner also executed a General Power of Attorney dated 29th JULY 2022, registered in the office of the Sub-Registrar of assurances at Kurla, under Sr. No. KRL-1/14260/2022, and delegated various powers to the Developers in respect of the re-development of the said property. Hereto annexed and marked as **ANNEXURE- "I"** copy of index -II of General Power of Attorney dated 29th JULY 2022.

And Whereas The Promoters/ Developers have there upon got development rights in respect of the said property as "Developers" thereof and in the circumstances stated hereinabove the Promotor/s/developers are absolute Developers of the said Property.

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AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recital sherein above;

AND WHEREAS the Promoter is in possession of the project land.

AND WHEREAS the Promoter has proposed to construct on the project land a standalone building having wings made up of ground plus Nine upper floors.

AND WHEREAS the Allottee is offered an Apartment bearing number _____ on the ____ floor, (herein after referred to as the said "Apartment") in the _____ wing of the Building called _____ (herein after referred to as the said "Building") being constructed inthe _____phase of the said project, by the Promoter

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as perthe Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ 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 buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs andspecifications prepared by the Promoter's Architects Messer NP3 Architect and Consultant and of such other documents as are specified under the Real Estate (Regulation and Development)Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations madethereunder;

AND WHEREAS the authenticated copies of **Certificate of Title** issued by the attorney at law or advocate of the Promoter Advocate Shri Kamal Chaudhary, authenticated copies of Property card or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B',respectively**.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C.**

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**,

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time,so as to obtain Building Completion Certificate or Occupancy Certificate of the said building/s and shall obtain the balance approvals from various authorities from time to time,so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building .

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

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completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment/ Shop No.....on.....floor in.....wing situated in the building known as "Zainab Heights"being constructed in the said Project,

AND WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace areaappurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS the Purchaser/s is /are aware that the slab to floor height of the said flat would be _____ mtrs and the purchaser have no problem with it.

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 conditions appearing hereinafter;

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

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. ;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Flat) and the garage/covered parking(if applicable)

The Purchasers desire to procured a housing loan from _____, on the terms and conditions contained in the Sanction Letter dated _____ for the amount of Rs._____ lakhs only, being the part consideration to be paid to the Promoter. They undertake and confirm that they have the financial capability to consummate the transaction.

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

1.The Promoter shall construct the said building to be known as “Zainab Heights”consisting of ground plus Nine upper floors on the project land inaccordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1.(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No.....of the type of carpet area admeasuring.....sq.metres on.....floor in the building known as “Zainab Heights” herein after referred to as "the Apartment") as shown in the Floor plan there of here to annexed and marked Annexures D for the consideration of Rs. ..... including Rs. ..... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii)TheAllottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos_____situated at stilt and or Rotary System Parking being constructed in the layout for the consideration of Rs._____/-

1(b) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs._____/-

1**(c)** The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs .....(Rupees .....) in the following manner :-

i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

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iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter 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..

vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Flat].

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in developmentcharges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf tothat effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments enclose the said notification/order/rule/regulation published/issued in that behalf tothat effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allotte after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when

such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or there after and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Flat] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 566.90 square meters only and Promoter has planned to utilize Floor Space Index of 2.4 by availing of TDRor FSI available on payment of premiums or FSI available as incentive FSI by implementing variousscheme as mentioned in the Development Control Regulation or based on expectationof increased FSI which may be available in future on modification to Development Control Regulations,which are applicable to the said Project. The Promoter has disclosed the Floor SpaceIndex of 2.4 plus Fungible as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by thePromoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

3.2. If the Allottees enter into any loan / financing arrangement with any bank / financial institution, such bank / financial institution shall be required to disburse / pay all such amounts due and payable to the Promoter under this Agreement, as per the installment payment schedule mentioned herein (which shall not absolve the Allottees of their responsibilities under this Agreement). In the event, for any reason whatsoever the Bank / Financial Institutional and / or the Allottees fail and / or neglect to make payment of the balance consideration within 60 days the Promoters shall reserve the rights to terminate the said sale agreement and subsequently return the paid amount to the Allottees less TDS, if any. In such event, neither Party shall have any claims against each other and the Promoters shall be entitled to deal with the said Premises in any manner as they deem fit.

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3.3. As set out in Recital Y, the Purchasers will entered into loan / financing arrangement with_____ , such bank shall be required to disburse / pay all such amounts due and payable to the Promoter under this Agreement, as per the instalment payment schedule mentioned herein (which shall not absolve the Purchasers of their responsibilities under this Agreement) And if in case the said financial institution/Bank in any event fails to make the payment of the Installment till 60 days than the promoter reserve the rights to terminate the said sale agreement.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Flat] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

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

6.The Promoter shall give possession of the Apartment to the Allottee on or before 31st December 2028 .If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his controland of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above fromthe date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -
(i) war, civil commotion or act of God ;
(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Flat], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/ Flat] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy

7.3 Failure of Allottee to take Possession of [Apartment/ Flat]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Flat] 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 [Apartment/Flat] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of work man ship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.Provided however,that the Allottee(s)shall not carry out any alterations of the whatsoever nature in the said flat of wing and inspecific the structure of the said unit/wing of the said building which shall includebut not limit to columns, beams etc. or in fittings therein, in particular it is hereby agreed that the Allottee(s) shall not make any alterations in any of the fittings,pipes, water supply connections or any erection or alteration in the bathroom, toiletand kitchen, which may result in seepage of the water, if any of such works are carried out without the written consent of the promoters the defect(s) liability automatically shall become void.The word defect(s)here means only them here means only the manufacturing and work man ship defect(s) caused on account of wilful neglect onthe part of the promoters, and shall not mean defect(s) caused by normal wear and tear and by negligent use of flat/shop by the occupants, vagaries of nature etc.That it shall be the responsibility of the allottee(s) to maintain his/her/their unit ina proper manner and take all due care needed including but not limiting to the joints in the tiles in his/her/their flat/shop are regularly filled with white cement/epoxy to prevent water see page.Further,where the manufacturer warranty as shown by the Promoters to the allottee(s) ends before the defects liability period and such warranties

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are covered under the maintenance of the said unit/building/wing.And if the annual maintenance contracts are not done/renewed by the allottee(s) the Promoters shall not be responsible for any defect(s) occurring due to the same. That the project as a whole has been conceived,designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all the equipment's, fixtures sustainable are in properworking condition to continue warranty in both, the flats, and the common project amenities wherever applicable. That the allottee(s) has/have been made aware and that the allottee(s) expressly agree(s)that the regular wearandtearofunit/building/wing includes minor hair linec racks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 200c, do not amount tostructural defect(s) and hence cannot be attributed to either bad workman ships or structural defect(s). It is expressly agreedthat before any liability of defect(s) is claimed by or on behalf of the allottee(s), its hall be necessary to appoint an expert who shall be a nominated survey or and shall then submit a report to state the defect(s) in materials used, in the structure built of the unit/wing and in the work manship executed,keeping in mind the aforesaid agreed clauses of this agreement.

8.The Allottee(s) shall use the Flat/Shop or any part thereof or permit the same to beusedonlyforthepurposeofresidenceandshopforcarryingonanybusiness.He/she/they shall use the parking space only for the purpose of keeping or parkinghis/her/theirownvehicle

9.The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land 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 project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is

transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ..... per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
(i) Rs. ..... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
(ii) Rs. ..... for formation and registration of the Society or Limited Company/Federation/ Apex body.
(iii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
(iv) Rs. .....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
(v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
(vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout

11. The Allottee shall pay to the Promoter a sum of Rs. ..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, orLimitedCompany, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

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13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

i. The Promoter has clear and marketable title with respect to the project land; asdeclared in the title report annexed to this agreement and has the requisite rightsto 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 except those disclosed in the title report;

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 report

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Flat] which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner Whatsoever from selling the said [Apartment/Flat]to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

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 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 building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

i. 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 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 care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

ii. To carry out at his own cost all internal repairs to the said Apartment andmaintain the Apartment in the same condition, state and order in which it wasdelivered by the Promoter to the Allottee and shall not do or suffer to be doneanything in or to the building in which the Apartment is situated or theApartment which may be contrary to the rules and regulations and bye-laws ofthe concerned local authority or other public authority. In the event of theAllottee committing any act in contravention of the above provision, theAllottee shall be responsible and liable for the consequences thereof to theconcerned local authority and/or other public authority.

iii. 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 ofwhatever nature in or to the Apartment or any part thereof, nor any alteration inthe elevation and outside colour scheme of the building in which the Apartmentis situated and shall keep the portion, sewers, drains and pipes in the Apartmentand the appurtenances thereto in good tenantable repair and condition, and inparticular, so as to support shelter and protect the other parts of the building inwhich the Apartment is situated and shall not chisel or in any other mannercause damage to columns, beams, walls, slabs or RCC, Pardis or otherstructural members in the Apartment without the prior written permission ofthe Promoter and/or the Society or the Limited Company.

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iv. Not to do or permit to be done any act or thing which may render void orvoidable any insurance of the project land and the building in which theApartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

v. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same tobe thrown from the said Apartment in the compound or any portion of theproject land and the building in which the Apartment is situated.

vi. Pay to the Promoter within fifteen days of demand by the Promoter, his shareof security deposit demanded by the concerned local authority or Governmentor giving water, electricity or any other service connection to the building inwhich the Apartment is situated.

vii. 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 for any purposes other than for purpose for which itis sold.

viii. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

ix. The Allottee shall observe and perform all the rules and regulations which theSociety or the Limited Company or Apex Body or Federation may adopt at itsinception and the additions, alterations or amendments thereof that may bemade from time to time for protection and maintenance of the said building andthe Apartments therein and for the observance and performance of the BuildingRules, Regulations and Bye-laws for the time being of the concerned localauthority and of Government and other public bodies. The Allottee shall alsoobserve and perform all the stipulations and conditions laid down by theSociety/Limited Company/Apex Body/Federation regarding the occupancy anduse of the Apartment in the Building and shall pay and contribute regularly andpunctually towards the taxes, expenses or other out-goings in accordance withthe terms of this Agreement.

x. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shallpermit the Promoter and their surveyors and agents, with or without Workmenand others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

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

16. Nothing contained in this Agreement is intended to be nor shall be construed as grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee 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 is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

18. BINDING EFFECT

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

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

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

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

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22. SEVERABILITY

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

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

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

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

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

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution there of.

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

Name of Allottee
_____(Allottee's Address)

Notified Email ID:_____

M/s J N Developers
Gala no 34 Opp Durga Fashion Bharat Coal Compound,
Bail Bazaar, Kale Marg, Kurla (West)
Mumbai 400070
Notified Email ID: ravirajshetty33@gmail.com

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

28. JOINT ALLOTTEES

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

29. Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Mumbai suburban District Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

That the rights and obligations ofthe partiesunder or arising outofthis Agreementshallbe construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement

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THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Property)

ALL THAT piece and parcel of land together with structures standing thereon being situated and lying at C.T.S. No. 222, 222/1, to 622/4, admeasuring about 566.9 square meters, equivalent to 6102.06 sq ft as per property card with ground plus three upper floor structure standing thereon and bounded by the following boundaries as under, viz. :

On or Towards East : CTS NO PETROL PUMP .
On or Towards West : ADJOINING PROPERTY BEARIN CTS NO .
On or Towards South : CTS NO PETROL PUMP .
On or Towards Nort : 18.30 WIDE KALE MARG
.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

(Description of the Flat)

ALL THAT RESIDENTIAL PREMISES being of **Flat**No. _____, on _____ floors of the building, **1BHK/ 2BHK,** with a carpet area (RERA) of _____ **Sq. Ft. (Rera Carpet Area)** of the building known as "_____" to be constructed on the said property more particularly described in the FIRST schedule hereinabove, and the said **flat** /premises is shown on sketch annexed hereto and marked as**ANNEXURE-"D".**

ANNEXURE F

(DETAILS OF COMMON AREA FACILITIES)

Common Areas and Facilities:

i) Entrance lobby and foyer of the Building to the Purchasers of **Flat**.

ii) Compound of the Building, i.e., the open space area appurtenant to the built-up area of the building;

space in the compound irrevocably reserved and allotted/ to be allotted to the 2. respective Flat Purchaser.

iii) Overhead Terrace of the building save and except such Terrace area as may be exclusively allotted and reserved for any Flat Purchasers.

iv) Stair cases only as a means of ingress and egress to the respective **Flat**, Common Area and Facilities:

v) Staircase landing and passage on each floor shall be for common user of only Flat Purchasers on the particular floor.

LIST OF ANNEXURES

Annexure "A" – Certificate of Title

Annexure "B" – Authenticated Copy of Property Card.

Annexure "C" –Authenticated Plans of Layout of the Said Plot

Annexure "D" – Authenticated Copy of Typical Floor Plan of the Said Premises

Annexure "E" – List of Fittings & Fixtures- Amenities & Specifications

Annexure "F" – Authenticated Copy of Project Registration Certificate with RERA

Annexure "G" – Copy Of Architect's Certificate

Annexure "H" – copy of index -II of Development Agreement

Annexure "I" – copy of index -II of General Power of Attorney

Annexure "J" – The Payment Schedule

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IN WITNESS WHEREOF parties hereto have named have signed this Agreement for sale at _____ in thepresence of attesting witness, signing as such on the day first above written

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)_____

(2)_____

At_____ on_____

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph

in the presence of WITNESSES

1. Name _____

Signature

_____

2. Name_____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)_____

(2)_____

(Authorized Signatory) WITNESSES:

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph

Name_____

Signature _____

Name_____

Signature

_____

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