AGREEMENT FOR SALE

This Agreement for Sale made at Mumbai on this ..... day of ..... 2023.

Between:

JPV REALTORS PVT. LTD., a private Limited Company incorporated under the Indian Companies Act, 1956, having its registered office at 7th Floor, Jet Prime, Suren Road, Near Western Express Highway Metro Station, Andheri – Kurla Road, Andheri (East), Mumbai - 400 093, through its Director Mr. Hansal Jigar Vora, authorized pursuant to a board resolution dated 02/04/2019, hereinafter referred to as **"the said Developer"** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include it's successors and assigns) of the **FIRST PART**;

And:

MR. _____ (PAN: _____) an adult Indian Inhabitant, residing at_____, Mumbai 4000___; hereinafter referred to as "**THE PURCHASER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the **OTHER PART;**

WHEREAS:

(A) **PARLE APARAJITA CO-OP. HOUSING SOCIETY LTD**., a registered Co-operative Housing Society under Maharashtra Co-Operative Societies Act, 1960 bearing Registration No. BOM/HSG/5670 OF 1978 is the owner of and well and sufficiently entitled to Immovable property being all that piece and parcel of land 826.4 sq. meters (as per physical survey) bearing Survey No. 186, CTS NO. 873, TPS VI lying and being at Village Vile Parle, Taluka Andheri, MSD AND situated at Plot No.7, Dadabhai Road, Vile Parle (West), Mumbai 400056, (hereinafter referred to as "**the said Property**") more particularly described in the **FIRST SCHEDULE**.

(B) The said society has granted Development Rights vide a registered Development Agreement dated 12.07.2022 registered with the Office of the Sub-Registrar of Assurances at Borivali, under Serial No. BDR-15-9696-2022 to **JPV REALTORS PVT. LTD.,** the Promoters herein.

(C) The said society has also, vide a Registered Power of Attorney dated 12.07.2022. granted authority to the nominees of the Promoter to do various acts, deeds and things more particularly mentioned in the said Power of Attorney.

(D) M/s. GM Legal has issued Title Certificate dated 06.12.2022. to the said property certifying that the said property is free from all encumbrances and the title of the said property is Clear and Marketable. Adv.(Ms.) Shilpa Gondalia has further issued Title Certificate dated …….. recording further events affecting marketability of title of the said Property.

(E) The Promoters thereby being the developers of the said property are well and sufficiently entitled to and have absolute right, title and interest to Re-develop the said property in accordance with the permissions granted by Municipal Corporation of Greater Mumbai (MCGM) and in accordance with plans sanctioned and approved by MCGM.

(F) The Promoters have proposed and are constructing a residential / commercial building known as "**PRATAP LEGACY**" consisting of Ground plus 11 upper floors having residential Flats, proposed as a "Real Estate *Project*" (the "**said Project**"). The Promoters have registered the said project as a "*Real Estate Project*" with the Real Estate Regulatory Authority (Authority), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (RERA) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules"). The Authority has duly issued the Certificate of Registration bearing No. **……..** dated …….. for the said Project. A copy of the RERA Certificate is annexed and marked as '**Annexure I'** hereto.

(G) The Allottee has prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has also examined all documents and information uploaded by the Promoters on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

(H) The principal and material aspects of the development of the Project as sanctioned under the RERA Certificate, are briefly stated below:

i. One residential multi storied building consisting of Ground plus …….. known as "***PRATAP LEGACY***" is proposed.

ii. MCGM have duly sanctioned and approved the plans and issued IOD vide file No. _____ on _____.

iii. Further permissions were granted by MCGM under Commencement Certificate dated _____ bearing No. _____ for the building.

(I) The above details along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at **https://maharera.mahaonline.gov.in.**

(J) The Promoters has appointed Mr. Ankit Jain, as their Architect and entered into a standard Agreement with them registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

(K) The Promoters has appointed Mr. Gautam Chande as their Structural Engineer for the preparation of the structural design and structural drawings of the building and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building.

(L) The Promoters have absolute right to sell the residential flats in the Real Estate Project to be constructed by them, and to enter into this Agreement with the Allottee/Purchaser and to receive the sale consideration in respect thereof.

(M) On demand from the Allottee/Purchaser, the Promoters have given inspection to the Allottee/Purchaser of all the documents of title relating to the said property, and the plans, designs and specifications prepared by the Promoter's Architects, Title Certificate dated 06.12.2022 issued by GM Legal & Adv. Shilpa Gondalia, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including inter-alia the following:

a. Certificate of the title of the said property issued by Advocates;
b. Property Card;
c. The authenticated copy of the Sanctioned plans / layout plans / building plans /floor plans
d. Intimation of Disapproval (IOD) & Commencement Certificate (CC);

(N) The Allotee/Purchaser/s are aware that the Developer has accordingly commenced construction of the said building in accordance with the sanctioned plans; including the Deficiency Open Space as permissible and have agreed not to raise any objection in relation thereto. Further, Purchasers have agreed that they shall not raise any objection in future for the adjoining property to be constructed with Deficient Open Space as may be permissible by MCGM.

(O) The Allottee/Purchaser having perused all the necessary documents, deeds and writings related to title of the said Property including all of the above referred documents, and after being fully informed and satisfied about the same, the Allottee/Purchaser is/are desirous of purchasing a Residential Flat being identified as Flat bearing No_____ admeasuring **____**sq. ft. (total carpet area) on the **____** floor in the Building known as "**PRATAP LEGACY"** proposed to be constructed on the said property (hereinafter referred as the said "**the said Flat**") and has applied to the Promoters for allotment of the said flat in his/her/their favour with the benefit of allotment, as an amenity thereto, an exclusive use and enjoyment of _____ car park. The said residential flat is more particularly described in **SECOND SCHEDULE** hereunder written and is shown in the floor plan annexed hereto as '**Annexure II'**.

*For the purposes of this Agreement "**Carpet Area**" means the net usable floor area of a Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Flat.*

(P) The Promoters have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, of the said Building and shall obtain the remaining approvals from various authorities from time to time, including Occupancy Certificate of the said Building. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.

(Q) The Promoters have accordingly commenced construction of the Real Estate Project in accordance with the sanctioned/ proposed plans and approvals and permissions, as referred hereinabove.

(R) The Allottee/Purchaser acknowledge/s that the fixtures, fittings and amenities to be provided by the Promoters in the said flat are more particularly described in '**Annexure III'** hereto;

(S) 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, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

1. The recitals of these presents shall form an integral part of this agreement as if the same were expressly set out and incorporated herein.

2. The Promoters shall construct the real estate project being a building known as "**PRATAP LEGACY**", as set out in recitals hereto. The building shall be constructed in accordance with the plan designs, specifications approved by MCGM. The Promoters shall be entitled to carry out such variations and modifications as may be considered necessary or as may be required by the concerned local authority/the Government without adversely affecting the interior of Residential Flat agreed to be purchased by the Allottee/Purchaser; Provided that the Promoter shall have to obtain prior consent in writing of the 2/3 Allottee/Purchaser in-respect of any variation or modification which may adversely affect the flat of the Allottee/Purchaser except any alteration or addition required by any Government authorities or due to change in law or any change as contemplated by any of the disclosers already made to the Allottee/Purchaser.

3. (i) The Allottee/Purchaser has agreed to purchase and the Promoters have agreed to allot to the Allottee/Purchaser a Residential Flat bearing No. _____ on the ____ Floor admeasuring ____Sq. ft. carpet area along with the exclusive use of _____ car e. space (the "**said Flat**") at or for a lumpsum purchase price of Rs. _____/- (Rupees _____ Only) (**Sale Consideration**) and on the terms and conditions contained herein.

   (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____ /-

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____ /-.

The said Flat agreed to be purchased by the Allottee/Purchaser hereunder is shown in the floor plan annexed hereto and marked as Annexure II. The Allottee/Purchaser has agreed to pay the entire Sale consideration in the following manner: -

No	Description	% Due	% Due Cum)
1	Earnest Amount	10.00%	10.00%
2	On Execution of AFS	20.00%	30.00%
3	On Plinth Completion	15.00%	45.00%
4	Casting of 1st Slab	2.27%	47.27%
5	Casting of 2nd Slab	2.27%	49.54%
6	Casting of 3rd Slab	2.27%	51.81%
7	Casting of 4th Slab	2.27%	54.08%
8	Casting of 5th Slab	2.27%	56.35%
9	Casting of 6th Slab	2.27%	58.62%
10	Casting of 7th Slab	2.27%	60.89%
11	Casting of 8th Slab	2.27%	63.16%
12	Casting of 9th Slab	2.27%	65.43%
13	Casting of 10th Slab	2.27%	67.70%
14	Casting of 11th Slab	2.30%	70.00%
15	Completion of Internal Brick Work & Plaster	2.50%	72.50 %
16	Installation of Flooring, Doors & Windows	2.50%	75.00 %
17	Finishing of Staircase & Lift Lobbies	5.00%	80.00 %
18	External Plumbing & Plaster & Water proofing	5.00%	85.00 %
19	Electrical Fittings & Pavement of Courtyards	5.00%	90.00 %
20	Lifts & Electromechanical Installation	5.00%	95.00 %
21	On Occupation Certificate	5.00%	100.00 %

4. All payments to be made by the Purchaser/s towards sale consideration, statutory taxes and other charges under this agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of **"JPV Realtors Pvt. Ltd. A/c. Pratap Legacy"** For the purpose of remitting funds online by the Purchaser/s, the following are the particulars of the beneficiary:

Beneficiary's Name :

Beneficiary's Account No. :

Bank Name :

Branch Name :

Bank Address :

IFSC Code :

5. The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Flat and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Flat, shall be borne and paid by the Allottee/Purchaser alone and the Promoters shall not be liable to bear or pay the same or any part thereof.

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

7. The Promoters shall confirm the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the said Building is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the Flat, shall be re-calculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit of 3%, then, the Promoters shall refund the excess money paid by Allottee/Purchaser within 45 (forty-five) days at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Promoters shall demand additional amount from the Allottee/Purchaser towards Sale Consideration, which shall be payable by the

Allottee/Purchaser prior to taking possession of the said Flat. The said amount shall be calculated on pro-rate basis of the Sale consideration.

8. The Allottee/Purchaser authorizes the Promoters to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters may in its sole discretion deem fit and the Allottee/Purchaser undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

9. The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee/Purchaser, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Project.

10. Time is of the essence for the Promoters as well as the Allottee/Purchaser. The Promoters shall abide by the time schedule for completing the Project and handing over the constructed Flat to the Allottee/Purchaser after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/Purchaser and are listed in the Second Schedule hereunder written.

11. Similarly, the Allottee/Purchaser shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/them and meeting, complying with and fulfilling all its other obligations under this Agreement.

12. The Promoters shall give possession of the Flat to the Allottee/Purchaser on or before _____ day of _____. **31/12/2026**. Provided however, that the Promoters shall be entitled to extension of time for giving possession of the Flat on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:
    i. war, civil commotion or act of God
    ii. Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

13. If the Promoters fail to abide by the time schedule for completing the said Real Estate Project and for handing over the said Flat to the Allottee/Purchaser on the

Possession Date (save and except for the reasons as stated in Clause 12 then the Allottee/Purchaser shall be entitled to either of the following:

i. Call upon the Promoters by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoters ("Interest Notice"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date ("the Interest Rate"), on the Sale Consideration paid by the Allottee/Purchaser. The interest shall be paid by the Promoters to the Allottee/Purchaser till the date of offering to hand over of the possession of the said Flat by the Promoters to the Allottee/Purchaser; OR

ii. The Allottee/Purchaser shall be entitled to terminate this Agreement by giving written notice to the Promoters by Courier / E-mail / Registered Post A.D. at the address provided by the Promoters ("Allottee/Purchaser Termination Notice"). On the receipt of the Allottee/Purchaser Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoters the Promoters shall refund to the Allottee/Purchaser the amounts already received by the Promoters under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate") to be computed from the date the Promoters received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoters (as stated in this clause), the Allottee/Purchaser shall have no claim of any nature whatsoever on the Promoters and/or the said Flat and/or car park and the Promoters shall be entitled to deal with and/or dispose of the said Flat and/or the Car Park in the manner it deems fit and proper.

14. In case if the Allottee/Purchaser elects his remedy under sub-clause 13(i) above then in such a case the Allottee shall not subsequently be entitled to the remedy under sub-clause 13 (ii) above.

15. If the Allottee/Purchaser fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/Purchaser shall pay to the Promoters interest at the said Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the said Interest Rate.

16. Without prejudice to the right of the Promoters to charge interest at the Interest Rate mentioned at Clause 13 above, and any other rights and remedies available to the Promoters, either (a) on the Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/Purchaser to the Promoters under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee/Purchaser committing three defaults of payment of installments of the Sale Consideration, the Promoters shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/Purchaser. Provided that, the Promoters shall give notice of 15 (fifteen) days in writing to the Allottee/Purchaser ("Default Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/Purchaser, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/Purchaser fails to rectify the breach or breaches mentioned by the Promoters within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoters shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/Purchaser ("Promoter Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/Purchaser.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of liquidated damages and 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.

On the receipt of the Promoter's Termination Notice by the Allottee/Purchaser, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoters shall be entitled to forfeit following amounts; (a) 10% (percentage) of the entire Sale Consideration as and by way of agreed genuine pre-estimate of liquidated damages (b) Interest on any overdue payments (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Promoter's Company policy (e) all taxes paid by the Promoter to the Authorities and (f) amount of stamp duty and registration charges to be paid on Deed Of Cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes which

are currently applicable or may be applicable in future(collectively referred to as the "**Non-Refundable Amount**") Within a period of 30 (Thirty) days of the Promoters Termination Notice, the Promoters shall after deduction of the Non Refundable Amount refund the balance amount of the Sale Consideration to the Allottee/Purchaser. Upon the termination of this Agreement, the Allottee/Purchaser shall have no claim of any nature whatsoever on the Promoters and/or the said Flat and/or car park and the Promoters shall be entitled to deal with and/or dispose of the said Flat and/or Car Park in the manner it deems fit and proper. The deduction of nonrefundable amounts shall be applicable also in case of the Allottee/Purchaser opting for termination of the Agreement without any fault of the Promoters.

17. **Possession Date, Delays and Termination**:

i. Upon obtaining the Occupancy Certificate from MCGM and upon payment by the Allottee/Purchaser of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoters shall offer possession of the said Flat to the Allottee/Purchaser in writing ("Possession Notice"). The Allottee/Purchaser agrees to pay the maintenance charges and other charges as determined by the Promoters or the Society, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee/Purchaser in writing within 14 days of receiving the Occupancy Certificate of the Real Estate Project.

ii. The Allottee/Purchaser shall take possession of the said Flat within 14 days of the Possession Notice. Commencing a week after notice in writing is given by the Promoters to the Allottee/Purchaser that the flat is ready for use and occupation, the Allottee/Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said property and Building 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 said property and building/s.

iii. Until the Promoters hands over the day-to-day affairs of the said property to the Housing Society, the Allottee/Purchaser shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Allottee/Purchaser further agrees that till the Allottee/Purchaser/'s share is so determined the Allottee/Purchaser shall pay to the Promoters provisional

monthly contributions @ Rs. _____/- per sq. ft. towards the said outgoings. The amounts so paid by the Allottee/Purchaser to the Promoters shall not carry any interest and remain with the Promoters until the accounts & management of the day-to-day affairs of the society is handed over to the said society.

iv. The Flat Purchasers shall, before entering into occupation or possession of the said flat, pay to the Promoters the following amounts as interest free accountable deposit:

Rs. ------/-	for subscribing to the shares of the Society and towards entrance fee of such Society;
Rs. 20,000/-	towards Water & Electrical charges.
Rs. 15,000/-	towards legal charges.
Rs. _____/-	Development Charges @ Rs. 250/- Per Sq. Ft.
Rs. _____/-	towards advance maintenance charges equivalent to 6 months provisional monthly contribution as mentioned in clause 17 (iii).
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Rs. _____/-	**Total**

All the aforesaid charges exclude applicable GST/taxes which shall be levied at the time of payment of such charges at the than prevailing applicable rates.

v. Upon receiving the Possession Notice from the Promoters as per clause 17(i) above, the Allottee/Purchaser shall take possession of the said Flat from the Promoters by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoters, and the Promoters shall give possession of the said Flat to the Allottee/Purchaser. Irrespective of whether the Allottee/Purchaser takes or fails to take possession of the said Flat within the prescribed timeframe, such Allottee/Purchaser shall continue to be liable to pay maintenance charges and all other charges with respect to the said flat, as applicable and as shall be decided by the Promoters.

vi. If within a period of 5 (five) years from the date of handing over the said Flat to the Allottee/Purchaser, the Allottee/Purchaser brings to the notice of the Promoters any structural defect in the said Flat or the said building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoters shall not

be liable for any such defects if the same have been caused by structural changes, addition/alteration made by the Allottee/Purchaser of the building in their flats and/or reason of the willful default and/or negligence of the Allottee/Purchaser and/or any other Allottees in the Real Estate Project.

vii. The Allottee/Purchaser shall use the said Flat or any part thereof or permit the same to be used only for purpose of Residential use. The Allottee/Purchaser/s shall use the car parking space only for purpose of parking vehicle.

viii. The Promoter shall apply for membership of the Allotee/Purchaser/s on or before handing over possession of the said flat to the Allotee/Purchaser/s.

18. **Transfer:**

Only after payment of (i) minimum 50% percent of the Total Consideration by the Purchaser/s and (ii) a term of 6 months has elapsed from the date of Allotment Letter, whichever is later from (i) and (ii), the Allotee/Purchaser/s may transfer his rights, title and interest in the said Flat under this Agreement to any third person / entity after obtaining prior written consent of the Promoters. Any such transfer by the Allotee/Purchaser/s shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, the Allotee/Purchaser/s submitting documentary proof as may be required by the Promoters, payment of the monies due and payable by the Allotee/Purchaser/s under this Agreement and payment of applicable transfer / administrative fee of Rs. 50,000/- (Rupees Fifty Thousand only) to the Promoters. Further, the Promoters reserves the right to allow such transfer at its sole discretion.

19. **Representations and Warranties of the Promoter:**

1. The Promoters hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate:

i. The Promoters have clear and marketable title and has the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the Land for the implementation of the Project;

ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;

iii. There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee/Purchaser;

iv. There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee/Purchaser;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, 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 Real Estate Project, shall be obtained by following due process of law and the Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;

vi. The Promoters have 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/Purchaser created herein, may prejudicially be affected;

vii. The Promoters has not entered into any agreement for sale or any other agreement / arrangement with any person or party with respect to the said Flat, which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;

viii. The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Flat to the Allottee/Purchaser in the manner contemplated in this Agreement;

ix. The Promoters have 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 Real Estate Project to the competent Authorities till completion of the project in all its aspects and upon handing over the newly constructed building along with amenities after obtaining Occupation Certificate to the Society;

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 requisition of the Land) has been received or served upon the Promoters in respect of the Land and/or the Project except those disclosed to the Allottee/Purchaser.

20. **The Allottee/Purchaser with intention to bring all persons into whosoever hands the Flat and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoters as follows:**

i. To maintain the said Flat at the Allottee/Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the said Flat is taken and shall not do or suffer to be done anything in or to the Real Estate Project 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 said Flat is situated and the said Flat itself or any part thereof without the consent of the local authorities and Promoters.

ii. Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Flat is situated, including entrances of the Real Estate Project in which the said Flat is situated and in case any damage is caused to the Real Estate Project in which the said Flat is situated or the said Flat on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee/Purchaser shall be liable for the consequences of the breach.

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

iv. Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside color scheme of the Real Estate Project in which the said Flat is situated and shall keep the portion, sewers, drains and pipes in the said Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other

structural members in the said Flat without the prior written permission of the Promoters and/or the Society;

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and/or the Real Estate Project in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property and/or the Real Estate Project in which the said Flat is situated.

vii. Pay to the Promoter within 15 (fifteen) days of demand by the Promoters, his share of deposit/charges demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the Real Estate Project in which the said Flat is situated.

viii. Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, installments of Sale Consideration, as required to be paid under this Agreement.

ix. Not to change the user of the said Flat without the prior written permission of the Promoters and Society;

x. The Allottee/Purchaser/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Flat or dispose of or alienate otherwise howsoever, the said Flat and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee/Purchaser to the Promoters under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee/Purchaser is desirous of transferring the said Flat and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee/Purchaser shall be entitled to effectuate such transfer only with the prior written permission of the Promoters.

xi. The Allottee/Purchaser shall observe and perform all the rules and regulations which the Society may adopt and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said Flat 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/Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Flat in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xii. The Allottee/Purchaser shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Flat and the Real Estate Project or any part thereof to view and examine the state and condition thereof.

21. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or the Real Estate Project or the Larger Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee/Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Society.

22. The building shall always be known as **"Pratap Legacy"** and the Society shall always be known as "**Parle Aparajita Co-Operative Housing Society Ltd."**

23. **Promoters shall not mortgage or create a charge:**

After the Promoters executes this Agreement, it shall not mortgage or create a charge on the said Flat 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/Purchaser who has taken or agreed to take such said Flat. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Flat.

24. **Binding Effect:**

i. Forwarding this Agreement to the Allottee/Purchaser by the Promoters does not create a binding obligation on the part of the Promoter or the Allottee/Purchaser until, firstly, the Allottee/Purchaser signs and delivers this Agreement with all the Schedules and Annexures along with the payments due as stipulated in the Payment Schedule at Clause 4 above, within 30 (thirty) days from the date of

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

25. **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, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said flat.

26. **Right to Amend:**

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

27. **Special Clause:**

The Purchaser/s knows and accepts that the said real estate project is a redevelopment project of Society/Confirming Party and since the Society/Confirming Party is already in existence as the owner of the said Land, there will not be any question of Promoter complying with their obligation under RERA regarding formation of society as per section 11 (e) and transfer of title as per Section 17 of RERA. However, if under the provisions of RERA or other applicable laws Promoter is required to execute any document, inter-alia, handing over the New Building to the Society/Confirming Party then Developer will execute such document as and when required but at the cost and expenses of the Purchaser/s and other Apartment holders of the New Building. The Purchaser/s shall be liable to incur and bear his/her/their proportionate share/contribution in the said cost and expenses including the stamp duty and registration of such document.

Provided that in the absence of local laws, the association of allottees by whatever name called, shall be formed within a period of three months of the

majority of allottees having booked their plot or apartment or building, as the case may be, in the project.

Where a Co-operative Housing Society or a Company or any other legal entity of Allottees is to be constituted for a single building not being part of a layout; or in case of layout of more than 1 Building or a Wing of 1 Building in the layout, the Promoter shall submit the application in that behalf to the Registrar for registration of the Co-Operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity, within three months from the date on which 51 % (Fifty-one percent) of the total number of Allottees in such a Building or a Wing, have booked their Apartment.

Where a Promoter is required to form an Apex Body either as a Federation of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities or as a Holding Company of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities, then the Promoter shall submit an application to the Registrar for registration of the Co-Operative Society or the Company to form and register an Apex Body in the form of Federation or Holding entity consisting of all such entities in the Layout formed. Such application shall be made within a period of three months from the date of the receipt of the Occupancy Certificate of the last of the building which was to be constructed in the Layout.

27.2) If required as per RERA: The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, initiate the transfer 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.

In the case of a Building or a Wing of a Building in a Layout, the Promoter shall (subject to his right to dispose of the remaining apartments, if any) execute the conveyance of the structure of that Building or Wing of that Building (excluding basements and podiums) within one month from the date of issue of Occupancy Certificate.

27.3) If required as per RERA: The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, initiate the transfer 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.

In the case of a layout, the Promoter shall execute the conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise within three months from the date of issue of Occupancy Certificate to the last of the Building or Wing in the Layout.

The charges, costs expenses for conveyance/assignment of leasehold rights, including but not limited to Competent Authority Transfer Charge, or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial Or Quasi-Judicial Authorities or any other charge for the transfer of the said plot on 'actual basis' shall be borne by the Allottee in proportion to his gross usable area and that the Allottee shall come forward to accept conveyance of the said plot in the name of the society formed within two (02) months from the date of intimation by the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

28. **Provisions of this Agreement applicable to Allotee / 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 Allottee/Purchaser/s of the said Flat, in case of a transfer, as the said obligations go along with the said Flat, for all intents and purposes.

29. **Severability:**

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this 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 the RERA 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.

30. **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.

31. **Place of Execution:**

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

32. The Allottee/Purchaser and/or Promoters shall present this Agreement at the proper registration office of Sub Registrar of Assurance within the time limit prescribed by the Registration Act, 1908 and the Parties will attend such office and admit execution thereof.

33. All notices to be served on the Allottee/Purchaser and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Promoters by Courier or Registered Post A.D or notified Email ID at their respective addresses specified below:

Promoters Name	-	**JPV REALTORS PVT. LTD.**
Promoters Address	-	7th floor, Jet Prime Building, Suren Road, Near WE Highway Metro Station, Andheri - Kurla Road, Andheri (East), Mumbai.
Notified Email ID	-	info@jpvrealtors.com
Cont.	-	022/4238 9999
Name of the Allottee/Purchaser	-	_____
(Allottee/Purchaser's Address)	-	_____ _____
Notified Email ID	-	_____
Cont.	-	_____

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

35. **Joint Allottee/Purchaser/s:**

That in case there are Joint Allottee/Purchaser/s all communications shall be sent by the Promoter to the Allottee/Purchaser whose name appears first and at the

address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/Purchaser/s.

36. **Stamp Duty/ Registration Charges/Applicable Taxes:**

The charges towards Stamp Duty and Registration of this Agreement shall be borne by the Allottee/Purchaser/s alone. All the applicable taxes/duties shall be borne and paid by the Allottee/Purchaser/s.

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

38. **Governing Law:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

Permanent Account No. of the Promoters

JPV REALTORS PVT. LTD. PAN: AACCJ0783G

Permanent Account No. of the Allottee/Purchaser

_____ PAN: _____

IN WITNESS WHEREOF the parties hereto have hereunto executed these presents the day, month and year first hereinabove written.

FIRST SCHEDULE REFERRED TO HEREINABOVE:

(Description of the "said property")

All that piece and parcel of land adm. 874.80 sq. meters (as per physical survey) bearing Survey No. 186, CTS NO. 873, TPS VI lying and being at Village Vile Parle, Taluka Andheri MSD, situated at Plot No.7, Dadabhai Road, Vile Parle (West), Mumbai 400 056, along with the building structure standing thereon known as "**APARAJITA APARTMENTS**" consisting

of One building having ground plus three upper floors having 16 flats occupied by the members and bounded by;

On the Eastern side by;	Dadabhai Cross Road
On the Western side by;	Property bearing CTS No 870
On the Northen side by;	Dadabhai Road
On the Sourthen side by;	Property bearing CTS No 87.

SECOND SCHEDULE REFERRED TO HEREINABOVE:

(Description of the "said flat")

ALL THAT self-contained residential flat admeasuring _____ sq. ft. RERA Carpet area bearing Flat No. _____ on _____ Floor alongwith _____ car parking space in the newly constructed building to be known as "**PRATAP LEGACY**", situated at bearing Survey No. 186, CTS NO. 873, TPS VI lying and being at Village Vile Parle, Taluka Andheri MSD, situated at Plot No.7, Dadabhai Road, Vile Parle (West), Mumbai 400 056.

Signed and Delivered by the within named Developer;

JPV REALTORS PVT. LTD. **PAN NO:** AACCJ0783G

Through its Director

MR. HANSAL JIGAR VORA **PAN NO:** ANBPV4594Q

…….. …… ……
SIGNATURE LEFT THUMB PHOTO

in the presence of: 1…… 2. ……

SIGNED AND DELIVERED by the within named MEMBER:

_____ PAN NO.: _____

…….. …… ……
SIGNATURE LEFT THUMB PHOTO

in the presence of:
1…… 2. ……

ANNEXURES

ANNEXURE I	:	RERA Certificate
ANNEXURE II	:	Floor plan
ANNEXURE III	:	List of Amenities
ANNEXURE IV	:	Property Card with CTS Plan
ANNEXURE V	:	DP 2034 Remarks
ANNEXURE VI	:	Title Certificate
ANNEXURE VII:		Intimation of Disapproval
ANNEXURE VIII:		Commencement Certificate