

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** (hereinafter “**this Agreement**”) made at Mumbai this \_\_ day of \_\_\_\_\_;

**BY AND BETWEEN**

**M/s. TRIAX DEVELOPERS LLP** a Limited Liability Partnership, having Registration No.(LLPIN) AAD-2861, duly registered under the provisions of the Limited Liability Partnerships Act, 2008 having its registered address at 411/A, SUNDERVILLA, S.V. Road, Santa Cruz (West) Mumbai 400 054, having PAN No. **AAKFT2243C** hereinafter referred to as “**Promoter**” represented herein by its **Constituted Attorney, Mr./Ms.**

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(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, existing and future partners and permitted assigns) of the **FIRST PART;**

**AND**

1. Mr. **Nirav Pravinkumar Parekh**, Aadhar No. **316713198222**, S/o **Pravinkumar Parekh**, aged about **40** years, residing at **J-1238,Govardhan Nagar, J Wing,CHS Ltd,Poisar Gymkhana Road,Kandivali West, Mumbai, Maharashtra, 400067**, having Income Tax P. A. No. **AIKPP1038P**

2. Mrs. **Kinjal Nirav Parekh**, Aadhar No. **407299947497**, W/o **Nirav Parekh**, aged about **38** years, residing at **J-1238,Govardhan Nagar, J Wing,CHS Ltd,Poisar Gymkhana Road,Kandivali West, Mumbai, Maharashtra, 400067**, having Income Tax P. A. No. **AOAPM2081H**

(Above to be filled in case of joint allottees)

Promoter

Allottee/s

The Promoter and the Allottee/s are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

**WHEREAS :**

A. The Promoter is entitled for development rights of the piece and parcel of following lands:

(i) land bearing C.T.S No. 723 (part) bearing corresponding Survey No. 39 Hissa No. 1, C.T.S No. 728 (part) bearing corresponding Survey No. 38 Hissa No. 1, C.T.S No. 729 (part) bearing corresponding Survey No. 39 Hissa No. 2 of Village Kandivali, Taluka Borivali, Mumbai Suburban District, Mumbai - 400067 admeasuring in the aggregate 8258.70 sq. mtrs. (hereinafter referred to as “**Plot-I**”); and

(ii) land bearing C.T.S No. 720 bearing corresponding Survey No. 40 Hissa No. 5, C.T.S No. 723 (part) bearing corresponding Survey No. 39 Hissa No. 1 of Village Kandivali, Taluka Borivali, Mumbai Suburban District, Mumbai - 400067 admeasuring in the aggregate 2038.10 sq. mtrs. (hereinafter referred to as “**Plot-II**”).

B. The Municipal Corporation of Greater Mumbai (“**MCGM**”) is the owner of the said Plot – I and Plot – II. The said Plot - I and said Plot - II are collectively described hereunder as First Schedule Property and hereinafter collectively referred to as the “**said Larger Property**”. Pursuant to Development Agreements and Power of Attorney’s, the Slum Redevelopment Authority *vide* Order No. SRA/ENG/1244/RS/ML/LOI & SRA/ENG/1245/RS/ML/LOI dated 23<sup>rd</sup> February 2017 which stands further revised *vide* Order dated 15<sup>th</sup> May 2019 and as updated have sanctioned a scheme for the purpose of redevelopment of the said Larger Property by implementing a Slum Rehabilitation Scheme (“**SRA Scheme**”) thereon in accordance with the provisions of Regulation 33 (10) of Development Control and Promotional Regulations 2034 (“**DCPR 2034**”).

C. The said Larger Property has direct access from the Link Road and delineated on the plan **Annexure B** in **Green** colour and marked as “**AB-CD**” (“**Access Road**”);

D. Out of the area of the said Larger Property, as per Sanctioned Sub division Layout an area admeasuring 3445.75 sq. mtrs. situated at Village Kandivali, Taluka Borivali, Mumbai Suburban District has been allocated for Rehab Component (hereinafter referred to as “**Rehab Plot**”) which shall be constructed by the Promoter under the regulation and guidance of the SRA, Mumbai.

E. The Promoter has obtained requisite sanctions, authorizations, consents, no objections, permissions and approvals from the appropriate authorities for construction and development of the said Larger Property *vide* planning approval (i.e. I.O.A.) No. SRA/ENG/RS/MCGM/0010/20051223/S dated 31/05/2019, issued by the Slum Rehabilitation Authority and as revised and renewed Approval No. SRA/ENG/RS/MCGM/0010/20051223/S dated 07/10/2021, issued by the Slum Rehabilitation Authority and the approved Layout No. SRA/ENG/R-S/MCGM/0010/20051223/LAY dated 26/06/2019 and the Construction Commencement Certificate (vide No. R/S/MCGM/0010/20051223/S dated 04/12/2020 and which is further endorsed by Slum Rehabilitation Authority on 7/10/2021 (hereinafter collectively referred to as the “**Sanctioned Plans**”). A copy of the I.O.A. dated 31/05/2019 and 7/10/2021 and Construction Commencement Certificate dated 04/12/2020 and 7/10/2021 are annexed herewith and collectively referred to as **Annexure A Coll.**

F. The Promoter affirms that as per the Sanctioned Sub division Layout an area admeasuring in aggregate about 5207.46 sq. mtrs (i.e. from Plot I and Plot II) which includes **the Sale Plot** and **the Sports Hall Plot** which is been subdivided by proposed 6 mtrs Access Road as mentioned hereinbelow situated at Village Kandivali, Taluka Borivali, Mumbai Suburban District as more particularly described in

the **Second Schedule** hereunder written has been allocated for construction of the Sale Component within the SRA Scheme and shown delineated by red colour boundary line on the plan thereof hereto annexed as **Annexure B**.

The Allottee/s is informed that as per the Sanctioned Sub division Layout dated 26/06/2019, the existing 6 mts Access Road passing between the Sale Plot and the Sports Hall Plot was proposed to be 13.4 mts in the DP which in the current DP is reinstated to existing 6 mts Access Road. The Promoter has initiated the process of getting the Sanctioned Sub division Layout amended to reflect the said change in the Access Road and the Promoter has uploaded the said proposed amendment in the Layout in due compliance with RERA. The Allottee/s is further informed that the said Access Road shall be relinquished to the Competent Authorities at the appropriate juncture in accordance with the directions received from Competent Authorities and neither the Promoter, the Allottee/s nor the Society of all allottee/s shall have any objection or say in this regard. Accordingly, the area of the said Sale Plot shall stand amended to accommodate the changes if any as may be required by the Competent Authorities.

*The above details of Slum Rehabilitation Scheme is for information of the Allottee/s as the development potential of the Sale Plot is arising out of the said Larger Property*

G. The Promoter has formulated a scheme for the development of the Sale Plot by constructing a residential building named **CASTALIA**, being 1 (one) Tower consisting of Stilt plus 8 Podiums Parking (out of which from 2<sup>nd</sup> to 8<sup>th</sup> Podium has parking and residential apartments) plus 1 Amenity Floor plus 37 upper residential floors, having total of 310 residential apartments (hereinafter referred to as **“the said Building”**) built with the Specifications as provided under **Annexure H** along with certain common amenities and access to certain Facilities as a part of the said Project, as detailed in the list annexed hereto as **Annexure G** attached hereto. The Promoter has identified the above described said Building to be a separate

standalone Real Estate Project under the provisions of the Applicable Laws (hereinafter referred to as “**the said Project**”). An authenticated copy of the RERA Registration Certificate is attached hereto as **Annexure F**. The Promoter affirms and states that the rights, obligations and interests created under this Agreement are restricted only to the said Project.

H. The Promoter shall ensure that the construction of the said Building is in accordance with the said sanctioned /proposed plans; The authenticated copies of the approvals including the current CC of the said Building, are collectively annexed hereto as **Annexure A coll.**

I. The Promoter has represented that there is an existing charge created for the development of the said Larger Property. The Promoter undertakes to release the said charge against the said Apartment by obtaining appropriate No Objection certificate prior to the registration of this Agreement.

J. For the purpose of this Agreement, “**Applicable Laws**” means and includes the Real Estate (Regulation and Development) Act, 2016 and the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosure on website) Rule, 2017 and regulations made thereunder (hereinafter referred to “**said Act**”), the Development Control Regulations for Municipal Corporation of Greater Mumbai as amended from time to time (“**DC Regulations**”) and any applicable Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s), order(s), bye-laws, etc. including amendment(s)/modifications thereto, any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction etc. in effect on the date of this Agreement;

K. The Promoter is entitled to allot and sell apartments and Parking Spaces in the said Building by the name **CASTALIA** being constructed on the Sale Plot for residential use.

L. The title describing the Promoters right and title to construct, market and sell the said Project has been certified by MDP & Partners, Advocates and Solicitors, as per their certificate of title, authenticated copy of which is annexed hereto as **Annexure D**. The Allottee/s is/are fully satisfied with the title of the Promoter and hereby accepts the same and agrees not to raise further or any other requisition or objection to the same. The authenticated copy of the P.R. Card is annexed hereto as **Annexure E**;

M. The Allottee/s hereby declares/declare and confirms/confirm that it has entered into this Agreement, after having investigated and after being fully satisfied and after taking legal advice and reading and having understood the contents of all clauses of this Agreement, other documents, writings and all disclosures made by the Promoter to the Allottee/s and with full knowledge and information thereof, and subject to the terms and conditions imposed or which may hereafter be imposed by Authority and all other concerned Government bodies and authorities and also subject to the Promoter rights to make the necessary amendments, variations, modifications and/or changes therein and their right to use entire, balance and additional/future FSI and/or TDR, if any, available or made available in future with respect to the said Larger Property without affecting the said Building.

N. The Allottee/s has applied to the Promoter for Apartment No. **Castalia - 3204** , admeasuring **95.15** sq. mtrs. equivalent to **1024.19** sq. ft. (carpet area), along Exclusive Area being Deck and/or enclosed Balcony admeasuring **2.98** sq. mtrs. Equivalent to **32.08** sq. ft. aggregating to Total Area of **98.13** square meters, equivalent to **1056.27** sq ft. on the **32nd** floor of the said Building named **CASTALIA** along with the benefit/right to use \_\_\_ Surface

Carpark(s) \_\_\_ Tandem Car Park(s) (being car parks one behind the other) / 01 Mechanised Car Park(s) (being 1 upper and 1 lower stack) (hereinafter referred to as “**the said Parking Spaces**”) vide an Application dated **07-12-2021** (hereinafter referred to as “**Application Date**”) and accordingly, the Promoter and the Allottee/s have agreed to enter into this Agreement for Apartment No. **Castalia - 3204**, admeasuring **95.15** sq. mtrs. equivalent to **1024.19** sq. ft. (carpet area), along Exclusive Area being Deck and/or enclosed Balcony admeasuring **2.98** sq. mtrs. equivalent to **32.08** sq. ft. aggregating to **Total Area** of **98.13** square meters, equivalent to **1056.27** sq ft. on the **32nd** floor of the said Building named **CASTALIA** and allot for usage the said Parking Spaces for the consideration and on the terms and conditions hereinafter appearing. The Floor Plan of the said Apartment is annexed hereto as **Annexure C**.

*For the purposes of this Agreement (i) "Carpet Area" means the net usable floor area of an said 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/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the said Apartment and (ii) “Exclusive Areas” means exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s and other areas appurtenant to the said Apartment for exclusive use of the Allottee/s; In furtherance to the above definition of Carpet Area, the Carpet Area shall include paliwalls of toilet.*

*In furtherance to the above, the tiles will be used in the said Apartment, there may be some natural imperfections, variations including shades variations, which someone may view as ‘defect’. However, these imperfections/variations are natural and normal in tiles.*

O. The Promoter shall allot for usage the said Parking Space to the Allottee/s for exclusive usage in accordance to this Agreement. The Allottee/s agree(s) and acknowledge(s) that, the said Parking Space so allotted by the Promoter shall be binding on the Allottee/s till such time as the Society is formed. The Allottee/s further agree(s) and acknowledge(s) that after the formation of Society, the Society shall deal with the parking space(s) in the manner the Society deems fit, subject to the terms of bye-laws and constitutional documents of the Society / the Applicable Laws. The Allottee/s hereby agree(s) and confirm(s) that the Promoter shall be entitled to allot for usage all other parking space in accordance with the Applicable Laws.

P. The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

Q. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the said Building and the Promoter accept the professional supervision of the Architect and the structural Engineer till the completion of the said Building.

R. By virtue of the Development Agreement/Power of Attorney and aforesaid documents, the Promoter alone has sole and exclusive right to sell the Apartments and said Parking Spaces in the said Building and to enter into agreement/s with the Allottee/s and to receive sale consideration in respect thereof;

S. On demand from the Allottee/s, and the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Sale Plot and the plans, designs and specifications prepared by the Promoters' Architect M/s. Daisaria Associates and of such other documents as are specified under the said Act and the Rules and Regulations made thereunder.



T. The Promoter has appointed **PENROSE CONSTRUCTIONS LLP** (“**Development Manager**”) as its development manager for managing and supervising the said Project in terms of the Development Management Agreement dated 12.12.2018 executed between the Promoter and Development Manager. It is agreed that the construction and development shall be undertaken by the Promoter. Development Manager shall associate its Brand Name (*as defined hereinbelow*) with the said Project. Further, it is clarified that the Development Manager is only a service provider for the said Project.

U. Authenticated copies of the following documents are annexed to this Agreement:

- (i) Approval and current CC of said Building (Annexure A colly)
- (ii) Plan of Sale Plot and access road to the said Larger Property (Annexure B)
- (iii) Floor Plan (Annexure C)
- (iv) Title Certificate (Annexure D)
- (v) PR Card (Annexure E)
- (vi) RERA Registration Certificate (Annexure F)
- (vii) Description of Common areas, Facilities and Amenities (Annexure G)
- (viii) List of Specifications, fixtures and fittings in respect of the said Apartment (Annexure H)
- (ix) Undertaking to be executed by Allottee/s before claiming/taking possession of the said Apartment. (Annexure I)

V. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and condition appearing hereinafter.

W. Prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of **Rs. 2514495 /-(Rupees Twenty Five Lakh Fourteen Thousand Four Hundred Ninety Five Only )**, being the Booking Amount i.e. 10% of the Sale Consideration for the said Apartment agreed to be transferred by the Promoter to the Allottee/s as advance payment or Booking Amount (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

X. Under Section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of said Apartment to the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act,1908;

Y. The Promoters herein shall be represented by their duly  
 Constituted \_\_\_\_\_ Attorney \_\_\_\_\_ Mr./Ms.  
 \_\_\_\_\_ to  
 admit, sign and lodge this Agreement for Sale, duly executed by  
 him/her.

Z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter and the Allottee/s hereby agree to enter into this Agreement with respect to the said Apartment and the said Parking Space (if applicable);

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

#### **1. CONSTRUCTION**

a) The Promoter shall construct the said Building, on the Sale Plot in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that, the Promoter shall obtain prior written consent of the Allottee in respect

Promoter

Allottee/s

of variations or modifications which may adversely affect the said Apartment except any alteration or addition required by any Government Authorities or due to change in law.

b) The Promoter shall be entitled to make modifications/alterations in the layout, sanctioned plans and specifications of the building, subject to prior approvals from the concerned authorities. The Allottee/s hereby grant his/her/their irrevocable consent to any such modification/s and/or alterations to the said sanctioned Plans. These irrevocable consents and confirmations of the Allottee/s herein shall be treated as irrevocable No Objections (“NOCs”) / permissions given by the Allottee/s, under Section 14 of the RERA or any amendment thereof , as long as the total area of the Flat is not reduced

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

## **2. DESCRIPTION OF SAID APARTMENT, SAID PARKING SPACE AND COMMON AREAS AND FACILITIES & TOTAL CONSIDERATION**

The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Apartment No.**3204** admeasuring **95.15** sq. mtrs. equivalent to **1024.19** sq. ft. (carpet area), along Exclusive Area being Deck and/or enclosed Balcony admeasuring **2.98** sq. mtrs. equivalent to **32.08** sq. ft. aggregating to **Total Area** of **98.13** sq. mtrs., equivalent to **1056.27** sq ft. on the **32nd** floor of the said Building known as **CASTALIA** (hereinafter referred to as the “**said Apartment**”) which is more particularly described in the **Third Schedule** hereunder written and as shown in the Floor plan thereof hereto annexed as **Annexure C** along with the

benefit/right to use said Parking Spaces viz. \_\_\_ Surface Carpark(s) / \_\_\_ Tandem Car Park(s) (being car parks one behind the other) / 01 Mechanised Car Park(s) (being 1 upper and 1 lower stack) for the consideration of Rs. **25144950** /- (**Rupees Two Crore Fifty One Lakh Forty Four Thousand Nine Hundred Fifty only**) (hereinafter referred to as “**Total Consideration**”) and more particularly described in Clause 4 hereinbelow) including the proportionate price of the common areas and facilities appurtenant to the said Apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the **Annexure G** annexed herewith.

### **3. VARIATION IN AREA**

The Allottee/s confirm/s that he/she/they/it has/have agreed that– All internal dimensions for carpet area are from unfinished wall surfaces. Minor variations (+/-) upto **3%** and/or as may be permitted or specified in said Act and Rules from time to time in actual carpet areas may occur on account of site conditions. In the event variation is more than **3%**, the consideration will stand decreased or increased as the case may be, in proportion to such variation. The Parties shall adjust the decreased or increased consideration from the Total Consideration payable by the Allottee to the Promoter. All these monetary adjustments shall be made at the same rate per sq. mtr. as agreed in Clause 4 hereinbelow.

### **4. TOTAL CONSIDERATION, PAYMENT SCHEDULE, MANNER OF PAYMENT & TAXES:**

4.1 The Allottee/s has paid on or before execution of this Agreement a sum of **Rs.2514495/- (Rupees Twenty Five Lakh Fourteen Thousand Four Hundred Ninety Five Only )** as Booking Amount and hereby agrees to pay to that Promoter the balance amount of purchase consideration of **Rs. 25144950 /- (Rupees Two Crore Fifty One Lakh Forty Four Thousand Nine Hundred Fifty Only )** in the following manner:

Sr.no	DETAILS	CONSIDERATIONS
1	Booking Amount is 10% of Total Consideration. Advance Booking Amount is Rs.5,00,000/-.	10.00% 2514495
	Balance Booking Amount (Booking Amount Less Rs.5,00,000/-) within 30 days from Application Date (before registration of the Agreement for Sale)	
2	Within 150 days from Application Date	15.00% 3771742
3	Within 545 days from Application Date or on Completion of 15th relevant slabs, whichever is later.	10.00% 2514495
4	Within 725 days from Application Date or on Completion of 25th relevant slabs, whichever is later.	15.00% 3771742
5	Within 905 days from Application Date or on Completion of 34th relevant slabs, whichever is later.	10.00% 2514495
6	Within 1085 days from Application Date or on Completion of walls, internal plaster, floorings, doors and windows of said Apartment, whichever is later.	15.00% 3771742
7	Within 1265 days from Application Date or on Completion of external plumbing and external plaster, elevation, terrace with waterproofing whichever is later.	10.00% 2514495
	Within 1445 days from Application Date or on Completion of lifts, water	

8	pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby, plinth protection, paving of areas appertain of Sale Building whichever is later.	10.00% 2514495
9	On possession.	5.00% 1257249
	<b>Total(A)</b>	<b>100%</b>

Note: In the event, the Promoter offers possession of the said Apartment on any date earlier from above mentioned scheduled dates then the Allottee/s shall be obliged to take possession of the said Apartment by making full payment of balance consideration subject to the Promoter giving 2 months prior notice of possession to the Allottee/s.

The aforesaid consideration amounts shall be subject to deduction of TDS as applicable and GST and/or other statutory dues, taxes, cesses etc. as applicable

4.2 The Total Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Cess, GST and any other tax/es which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Apartment. GST shall be invoiced and collected separately on each demand letter by the Promoter.

4.3 The Total 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 Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall enclose the said

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

4.4 The Allottee/s shall pay all other amounts and moneys becoming due and payable as per the terms and conditions of this Agreement on their respective due dates without fail and without any delay or default as time in respect of the said payments is of the essence of the contract. The Promoter will forward to the Allottee/s intimation of the Promoter having carried out the aforesaid work to the E-mail ID and at the address given by the Allottee/s under this Agreement and the Allottee/s will be bound to pay the amount of instalments as per such intimation by e-mail or by courier at the address of the Allottee/s as given in these presents.

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

4.6 The Allottee/s shall be liable to pay to the Promoter, GST and/or any other tax/es, charge/s etc. applicable to the allotment / sale of the said Apartment payable to the Government / Semi- Government Authorities and all authorities, including Central Government, State Government, MCGM etc. The Allottee/s shall also be liable to pay alongwith the Total Consideration and charges as mentioned in Clause 5 hereinbelow.

4.7 The amount/s paid by the Allottee/s to the Promoter shall be appropriated firstly towards interest payable for all outstanding instalments towards consideration in respect of the said Apartment, cheque bounce charges, if any, then towards any administrative

expenses and lastly towards consideration/outstanding dues in respect of the said Apartment.

4.8 All payments to be made by the Allottee/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of “**TRIAX DEVELOPERS LLP ACCOUNT**”.

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

## **5. OTHER CHARGES INCLUDING REFUNDABLE DEPOSIT AND AD HOC MAINTENANCE CHARGES**

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

(a) **LEGAL CHARGES FOR FORMATION OF SOCIETY:**

Rs. **30000** /- (**Rupees Thirty Thousand only**) towards Legal costs, charges and expenses including for the preparation of all necessary documents for registration.

(b) **SHARE MONEY:**

Rs. **500**/- (for Individual), Rs. **1000**/- (for Company) towards share money and Rs. **100**/-application entrance fee of the Society.

(c) **DEPOSIT:**



(i) The Allottee/s shall pay Rs. **169003** /- (**Rupees One Lakh Sixty Nine Thousand Three only** )to the Promoter as a Deposit for the said Building at the time of handing over possession of the said Apartment to the Allottee/s. The Deposit shall be held by the Promoter to be handed over to the said Society as and when formed as funds towards major expenditure in future maintenance of the said Building and other facilities and amenities in the Sale Plot. The Promoter shall transfer the Deposit and balance thereof, without any interest, to the said Society as and when formed on completion of Initial Maintenance Period as mentioned in Clause (d) hereinbelow. The amount deposited with the Promoter will be transferred by the Promoter to the Society as and when the management of the said Building is transferred to Society, after deducting therefrom of arrears of taxes and expenses, if any. It is agreed that the Promoter is not liable to pay any interest on the aforesaid Deposit. The Deposit shall be utilized by the Promoter to meet the expenses for which the same are collected by the Promoter and no interest will be payable on aforesaid Deposit.

(ii) The said Society when formed may decide to enhance the Deposit and such increased amount will be paid by the Allottee/s to the Society directly. The Allottee/s understands the importance of the deposit amount as the same is required towards meeting contingencies including but not limited to major or capital expenditure incurred in the future by the said Society.

(iii) It is hereby expressly clarified, agreed and understood that in the event of there being any increase in the amounts mentioned hereinabove and/or any other amounts/deposits which are not re-ferred to therein become payable, for any reason including for the efflux of time, then the Allottee/s shall be liable to bear and pay the same within 30 (thirty) days from receipt of the Promoter's/said Society's written intimation in this regard.

(iv) The said Society shall utilise the aforesaid amounts/deposits only for the purposes for which the same are collected. The amounts paid to and deposited with the Promoter by the Allottee/s under this Clause shall not carry any interest, and shall remain with the Promoter until the said Society is formed. Thereafter, the aforesaid deposits shall be handed over by the Promoter to the said Society. The Promoter shall not be required to render the account of such deposits except as mandated by the Act, and then only to the said Society and not at any time, individually to the Allottee/s.

(v) The Allottee/s shall keep deposited with the Promoter the Deposit to meet part of the future maintenance of Sale Plot and for the purpose of maintenance and upkeep of recreation areas and other facilities which the Promoter may provide in the Sale Plot. It is clarified that the said Deposit is not by way of consideration for acquiring the said Apartment by the Allottee/s and/or for any purported or alleged right or interest created on the Sale Plot but for the purpose of payment for future maintenance in respect of the Sale Plot. The Allottee/s declare and confirm that the payment of the said sum as stated hereinabove is over and above the Total Consideration and also various deposits and charges agreed to be paid by the Allottee/s and the said amounts shall not be set off or adjusted against any other amount or amounts in any manner whatsoever. It is however agreed that this amount is on ad hoc basis and the Allottee/s shall be responsible to make good all short falls, as and when demanded by the Promoter.

**(d) ADHOC MAINTENANCE CHARGES:**

**(i) Common Area Maintenance Charge:** The Allottee/s agrees to pay a lumpsum amount of Rs **273785/- (Rupees Two Lakh Seventy Three Thousand Seven Hundred Eighty Five only)** to be utilized for a period of 18 (Eighteen) months (**“Initial Maintenance Period”**) from the date of Occupation Certificate for the said Building, in advance besides the applicable GST, statutory levies at

present and or in future, at the time of taking delivery of the possession of the said Apartment. The advance maintenance fee charges agreed under this clause is the subsidized rate offered to the Allottee/s, for the maintenance of the common areas, undertaken by the Promoter and may be subject to change at a future date in case the maintenance is handed over to their nominated Facility Management Company, the said Society or one of their deputed agencies. The Maintenance fee shall cover housekeeping services for the common areas, security arrangement for the premises, diesel generator operation and maintenance, STP operation and maintenance, common area electricity bills, garbage disposal, sump/overhead tank cleaning charges and administration/supervisory expenses.

(ii) The above mentioned amount shall be paid/become payable, by the Allottee/s on the date when the Promoter communicates their readiness to handover possession of the said Apartment, irrespective of whether the possession is taken over by the Allottee/s.

**(e) INFRASTRUCTURE AND DEVELOPMENT CHARGES:**

**Rs. 822508/- (Rupees Eight Lakhs Twenty Two Thousand Five Hundred and Eight Only)** towards Development Charges. The Allottee/s shall be eligible for a Club membership in the Club House facilities constructed by the Promoter.

Provided however, the Allottee/s shall also be liable to pay for club house usage on a monthly basis for its usage, maintenance and operation charges regularly to the Promoter or to the Society of the Allottee/s, as the case maybe.

5.2 The aforesaid amounts mentioned hereinabove shall be utilised by the Promoter to meet the expenses as mentioned therein and no interest will be payable on aforesaid amounts.

**6. INTEREST**

Promoter

Allottee/s

The Allottee/s, in case of delay or default, shall be liable to pay to the Promoter monthly interest on amount due at 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest as may be prescribed under the Act/ Rules /Applicable Laws (“**Interest**”) from the date they fall due till the date of receipt/realization of payment by the Promoter.

## **7. FLOOR SPACE INDEX**

7.1 The Promoter hereby declares that the Floor Space Index available as on date in respect of the Sale Plot is 29,034.53 sq. mtrs only. The Promoter has disclosed the Floor space Index of 29,034.53 sq. mtrs to be utilized by it on the Sale Plot in the said Project and Allottee/s has agreed to purchase the said Apartment based on the proposed construction to be carried out by the Promoter by utilizing the said FSI on the understanding that the entire FSI shall belong to Promoter only.

The Promoter further states that, from the base FSI derived from construction of Rehab Component and from the Fungible compensatory FSI purchased by the Promoter, the Promoter shall be constructing Stilt plus 8 podiums plus 1 Amenity Floor plus 37 upper Residential floors.

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

## 8. DEFAULT BY EITHER PARTY

8.1 If the Promoter fails to abide by the time schedule for completing the said Project and handing over the said Apartment to the Allottee/s, the Promoter agrees, subject to what has been stated in Clause 9 hereunder, to pay to the Allottee/s, who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest as specified in the Rule, on all the amounts delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s(s) to the Promoter.

8.2 Without prejudice to right of Promoter to charge the interest in terms of Clause 6 hereinabove on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing defaults of payment of instalments, the Promoter shall at its own option, be entitled to terminate this Agreement;

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the last address provided by the Allottee/s and mail at the email address provided by the Allottee/s, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement and in such event the Allottee/s shall be liable to pay 10% of the total consideration for purchase of the said Apartment to the Promoter as liquidated damages. *Inter alia*, the Promoter shall be entitled to forfeit the entire

Booking Amount, i.e. 10% of the Total Consideration out of the total amounts paid by the Allottee/s till the date of such termination and refund the balance amounts to the Allottee/s within 30 days of such termination as per Applicable Law.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of Sale Consideration of the said Apartment which may till then have been paid by the Allottee/s to the Promoter. The Allottee/s agree/s and acknowledge/s that the Promoter shall be liable to handover the refund cheque/DD only upon the Allottee/s executing and registering all necessary documents including registered Cancellation Deed for the said Apartment as may be required by the Promoter under Applicable Laws.

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

8.4 However, it is agreed between the Parties hereto that, in the event if Allottee/s requests to the Promoter to cancel this Agreement for any reason whatsoever then the Promoter may at its sole discretion accept the request of the Allottee/s for cancellation of this Agreement and the Allottee/s shall be liable to pay 10% of the total consideration for purchase of the said Apartment to the Promoter as liquidated damages. *Inter alia*, the Promoter shall be entitled to forfeit the entire Booking Amount, i.e. 10% of the Total Consideration out of the total amounts paid by the Allottee/s till the date of such termination and refund the balance amounts to the Allottee/s within 30 days of such termination as per Applicable Law.

It is further agreed and confirmed by the Allottee/s that, the Allottee/s shall execute and register all necessary documents including registered Cancellation Deed for the said Apartment as may be required by the Promoter under Applicable Laws.

## **9. PERIOD OF COMPLETION AND HANDING OVER OF POSSESSION:**

9.1 The Promoter shall endeavor to complete the construction of the said Apartment on or before **31<sup>st</sup> December, 2025** with such grace period as may be made available by RERA Authority and/or Competent Authorities. The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment as committed, unless there is delay or failure due to "**Force Majeure Conditions**". *Force Majeure* Conditions are defined hereunder:

"**FORCE MAJEURE**" means any event or combination of events or circumstances beyond the control of a party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Promoter's ability to perform obligations under this Agreement, which shall include:

- (i) acts of God. i.e. fire, drought, flood, earthquake, epidemics, including the ongoing COVID 19 pandemic, natural disasters;
- (ii) acts of terrorism impacting peace of the region
- (iii) circumstances or conditions, or other causes beyond the control or unforeseen by the Promoter including strikes or lock outs, industrial dispute or other agitations by the workers, employees or labourers of the Promoter or the contractor or the suppliers and / or;

(iv) non-availability of cement, steel, sand, brick or other construction material;

(v) war and hostilities of war, riots, bandh or civil commotion;

(vi) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or

(vii) any event or circumstances analogous to the foregoing.

If the Promoter for any of the aforesaid reasons beyond the control of the Promoter is unable to give possession of the said Apartment by the date stipulated hereinabove, the Promoter shall be entitled to proportionate extension of time for handing over possession of the said Apartment. It is specifically agreed by the Allottee/s that during such extension period, Allottee/s shall not be entitled to and shall not be allowed to cancel this Agreement and/or claim any interest. If the Promoter fails or neglects to give possession of the said Apartment to the Allottee/s even after the period so extended because of any of the aforesaid reasons, then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by it in respect of the said Apartment alongwith interest at the rate as applicable under law. Provided that the Allottee/s shall be eligible to receive such refunds only upon executing and registering all necessary documents including registered Cancellation Deed for the said Apartment as may be required by the Promoter under Applicable Laws. It is agreed that upon refund of the said amount, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or in respect of the said Apartment and/or said Building or Sale Plot in any manner



whatsoever and the Promoter shall be entitled to deal with and dispose of the said Apartment to any person or party as the Promoter may desire.

9.2 The Allottee/s hereby agrees that in the event of any amount being levied by way of premium and other charges, betterment charges and/or development tax, security deposit, charges for the purpose of giving water connection, drainage connection and electricity connection / payable to the SRA/MCGM and/or to State Government, B.E.S.T., TATA power or any private electricity provider, other taxes and/or payments of a similar nature becoming payable by the Promoter, the same shall be paid by the Allottee/s to the Promoter in proportion to the area of the said Apartment. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rata charges which the Allottee/s may be called upon to pay by the Promoter in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cable, electric substation (if any) making and maintaining of Internal Roads and access to the said Sale Plot, drainage layout and all other facilities till the charge of the Sale Plot is handed over to the Society of the Allottee/s of the apartments in the Sale Plot.

9.3 The Parties agree that the Promoter shall be entitled to hand over the said Building to the proposed Society of the Allottee/s of the said Building as per statutory requirement. The Allottee/s gives his/her consent to be a member of the Ad-hoc committee of the Society as and when the Promoter forms the same. The Allottee/s agree and accept thereafter the handover of the said Building to the Society, in the interest of the Apartment Allottee/s of the said Building, and for environmental safety, the Lifts, Security and the Sewage Treatment Plant (STP) shall be operated and managed by the proposed Society of the Allottee/s of the said Building as per statutory requirement at their own cost.

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

9.5 The Promoter reserve to itself the right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the said Larger Property and the common right of ways at all times, by day and night, for all purposes and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and development of the said Larger Property and the Project Layout and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to each and every building in the said Larger Property.

9.6 So long as each of the apartments / said Parking Spaces in the said Building is/are not separately assessed for municipal taxes and water taxes etc., the Allottee/s shall pay to the Promoter till the formation of the Society and/or till the time of handover to the Society, whichever is later, a proportionate share of the municipal taxes and water taxes etc. assessed on the whole Building, such proportion to be determined by the Promoter on the basis of the area of each apartment/said Parking Spaces in the said Building. The Allottee/s along with the other apartment holders will not require the Promoter to contribute a proportionate share of the water charges, tanker water charges, electricity used for water, lifts and any other similar charges relating to occupation in respect of the apartments which are not sold and disposed off by the Promoter. The Promoter will also be entitled to the refund of the Municipal Taxes on account of the vacancy of such Apartments.

#### **10. SOCIETY FORMATION:**

10.1 The Allottee(s) has/have understood that as per Applicable Law, the Promoter shall initiate the process of formation and registration of a Co-operative Housing Society by inducting the Allottee/s as members thereof in compliance with the applicable laws (hereinafter **“the said Society”**), and the Allottee/s hereby give their unequivocal consent to become members of the said Society upon registration of the said Apartment.

10.2 The Allottee/s agrees and accept that the responsibility of the Promoter to convey/lease the Sale Plot to the said Society will require the active concurrence of the MCGM which is the owner of the Sale Plot. The Allottee(s) hereby agree/s and undertake/s with Promoter that the aforesaid conveyance/lease of the Sale Plot in favor of the said Society is a matter of procedure to be followed with the MCGM and that the Allottee(s) shall not hold the Promoter responsible or liable if the concerned authorities delay/postpone or withhold the approval the conveyance/lease deed of the Sale Plot in

favor of said Society. Moreover, the execution of the documents for effectuating the transfer in favor of the said Society shall be subject to such terms and conditions as may be prescribed by the SRA, the MCGM and/or any other concerned authorities and/or the Government and the Allottee(s) hereby agree/s and undertake/s that the Allottee(s) shall not challenge or raise a dispute with regard to any of such terms and conditions, which may be onerous in nature. The Allottee/s further acknowledge/s and agree/s that, the Promoter's obligation in this respect shall come to an end upon the Promoter's making the necessary applications to the statutory authorities including the SRA and MCGM to execute a registered conveyance/lease deed in favour of the said Society to be formed of the Allottees of apartment/Units, as per prevailing law from time to time. The said Society and its committee members/members shall be required to co-operate and join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. The Allottee/s further covenant that at the time of registration of the conveyance/Lease Deed of the structure of the said Building and/or Sale Plot, the Allottee/s shall pay the Allottee/s share of applicable costs, expenses, charges, levies and taxes including stamp duty and registration charges payable, if any, by such individual Allottee/s/Society on the document or Instrument of transfer in respect of the Building and/or the Sale Plot, to be executed in favour of such Society.

10.3 Commencing a week after completion of the Initial Maintenance Period as mentioned in Clause 5.1 of this Agreement, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the Sale Plot and said 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 Sale Plot and said Building. Until Society is formed and the said structure of the Building is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter from time to time, in its sole, absolute and unfettered discretion, and the decision of the Promoter in this regard shall be conclusive, final and binding on the Allottee/s. The Allottee/s further agrees that till the Allottee/s share is so determined the Allottee/s shall pay to the Promoter Adhoc/provisional monthly contribution of **Rs. 15210/-(Rupees Fifteen Thousand Two Hundred Ten only)** per month towards the outgoings payable in advance on a yearly basis towards the outgoings, plus all increases thereto as may be determined by the Promoter from time to time. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/lease in favour of the said Society as aforesaid. On such conveyance / lease being executed in favor of the said Society, the aforesaid amounts(less deduction provided for in this Agreement) shall be paid over by the Promoter to the said Society. The Allottee/s agree, undertake and covenant to pay and discharge such provisional contribution on yearly basis on the 5th (fifth) day of each twelve month period in advance.

10.4 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s on account of the share capital for the promotion of the Co-operative Society or towards the all outgoings, and shall utilize the same only for the purposes for which they have been received. The Allottee/s and/or the person/s to whom said Apartment is permitted to be transferred with the written consent of the Promoter, shall (i) observe and perform all the provisions of the Bye-laws and/or the rules and regulations of Society when formed and/or all the provision of the Memorandum and Articles of Association of such Society and the additions, alterations or amendments thereof for the observance and carrying out the building Rules and Regulations

and the Bye-laws for the time being of the Municipal Corporation of Greater Mumbai and other local and/or Public Bodies. (ii) observe and perform all stipulations and conditions laid down by Society regarding the occupation and use of the said Apartment and shall pay and contribute regularly and punctually towards rates, cesses, taxes, expenses and all other outgoings.

## **11. PROCEDURE FOR TAKING POSSESSION**

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

11.2 The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter.

11.3 The Allottee/s shall take possession of the said Apartment within 15 days of the Promoter giving written notice to the Allottee/s intimating that the said Apartment is ready for use and occupation.

## **12. MANNER OF TAKING OVER POSSESSION**

It is agreed between the Promoter and the Allottee/s that within 15 days after the notice in writing is given by the Promoter to the Allottee/s that the said Apartment is ready for use and occupation, the Allottee/s shall be liable to pay the proportionate share (i.e. in proportion to the area of the said Apartment) as determined by the

Promoter of all outgoings in respect of the Sale Plot and the said Building, including local taxes, cesses, rates and other charges, betterment charges and all other charges levied by the local authority, Government, Water Charges, Insurance Charges, common lights, repairs, salaries of clerks, Bill Collector's Charges, Chowkidar and Sweeper Charges, maintenance charges and all other expenses necessary and incidental to the administration, Management and maintenance of the Sale Plot and the said Building until the management of said Building is transferred to the said Society of the Allottee/s, the Allottee/s shall pay to the Promoter the proportionate share of outgoings as determined by the Promoter.

### **13. DEFECT LIABILITY PERIOD:**

If within the time period as prescribed under the law (which shall not be more than the currently held period of five years) from the date of issuance of Occupation Certificate, the Allottee/s brings to the notice of the Promoter any structural defect in the said Apartment, then the Promoter shall rectify any such structural defects with respect to the Apartment (normal wear and tear exempted), which shall not be as the result of any commission or omission of the Allottee/s, any damages caused due to the acts of god or natural calamities or fire accidents, any willful or accidental damages caused, any damages caused due to tampering by the Allottee/s, and thereafter no claim shall be entertained against the Promoter in respect of any alleged defective work in the Apartment under any circumstances. The above liability of the Promoter shall be restricted only to rectify / repair the above defects and consequential damages if any, will not be covered under this Agreement. Provided further that Structural defects shall not include plastering hairline cracks. Third party warranty on products shall be governed by the terms and conditions provided by the manufacturer of the respective products. Provided that the Promoter's obligation under Defect Liability shall stand automatically cancelled, in case the Allottee makes any kind of

changes either structural or non-structural (including interiors) which change the manner in which the Apartment was originally handed over by the Promoter to the Allottee.

**14. STAMP DUTY & REGISTRATION CHARGES:**

14.1 The stamp duty and registration charges incidental to this Agreement shall be borne and paid by the Allottee/s alone. The Allottee/s have, within the prescribed time, agreed to lodge the same for registration with the concerned Sub-Registrar of Assurances and inform the Promoter the number under which and the day on which the same is registered, sufficiently in advance to enable the Promoter within reasonable time thereafter to attend the office of the Sub-Registrar of Assurances and admit execution thereof at the costs and risk of the Allottee/s.

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



14.3 It is further clarified that, the Promoter has availed the benefit of 50% reduction in premium facility under the Government Notification No. T.P.S-1820/AN-27/P.K.80/20/UD-13 dated 14.01.2021 and MCGM Notification bearing No. Ch.E/DP/20234/DP/Gen dated 17.02.2021 and Notification bearing No. Ch.E/DP/21546/Gen dated 22.02.2021. Accordingly the Promoter is now obliged to pass on the benefit of the same to the Allottee/s who purchased the Apartments constructed by utilizing Fungible compensatory FSI availed under above referred notifications by the Promoter. The Promoter hereby agrees that in accordance with the above notification, the Promoter shall bear the Stamp Duty on the Agreement of such Allottee/s. However, it is further clarified that, the stamp duty, registration charges, legal fees and any other documents to be executed in respect of the transfer/conveyance of the said Building, the Common Areas of the Sale Plot and/or the transfer/assignment/sub-lease of the Sale Plot shall be borne and paid by the Allottee/s collectively as mentioned in Clause 10.2 of this Agreement. The Allottee/s availing abovementioned benefits hereby agrees that, such Allottee/s shall provide a certificate, in the format as may be specified by the Promoter stating that, stamp duty on the Agreement for Sale of the said Apartment has been borne by the Promoter.

**15. OBLIGATIONS, COVENANTS, REPRESENTATION OF ALLOTTEE/S:**

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

make good at his/her/its own costs, the damage caused because of breach/s, shall also be responsible for the consequences thereof.

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

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

15.4 The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence. The Allottee/s shall use the said Parking Space only for purpose of keeping or parking his own vehicle.

15.5 The Allottee/s along with other Allottee/s of apartments in the said Building shall join in forming and registering the Society to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for

registration and/or membership and the other papers and documents necessary for the formation and the registration of the society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the Society of the Allottees in the said Building. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

15.6 The Allottee/s with intention to bring all persons into whosever hands the said Apartment may come, hereby covenants with the Promoter as follows:

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

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

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

(iv) Not to affix or put any dish antenna outside the said Apartment or change the position of A.C. condenser units installed in the said Apartment or any of their accessories, which has the possibility to spoil the exterior elevation of the said Apartment and the said Building. The Allottee/s can put additional A.C. condenser unit/s only after taking written permission of the Promoter.

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

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

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

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

(ix) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said 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 said Building in which the said Apartment is situated, including entrances of the said Building in which the said Apartment is situated and in case any damage is caused to the said Building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

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

(xi) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenable

repair and condition, and in particular, so as to support shelter and protect the other parts of the said Building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Society, as the case may be.

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

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

(xiv) Not to use any location of all designated refuge areas in the said Building for storage of goods or placement of ODU's and/or any such personal usage at all.

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

(xvi) To bear and pay increase in local taxes, Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee/s to any purposes other than for purpose for which it is sold.

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

(xviii) The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Apartment in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

(xx) Till lease/assignment of the Sale Plot of which said Building forms part of, is executed by the said Authority (SRA/MCGM) in favour of the said Society, the Promoter shall be entitled to and the Allottee/s shall not object to the Promoter and its surveyors and

agents, with or without workmen and others, at all reasonable times, to enter into and upon the Sale Plot or any part thereof, to view and examine the state and condition thereof.

(xxi) The Allottee/s agree/s to follow, bind himself/themselves and agree to indemnify the Promoter by giving irrevocable consent not to combine/amalgamation two adjacent apartments in the said Building by making/constructing bigger apartment or by whatsoever manner, the Allottee/s will not do any such alterations in the layout of the said Apartment, which may exceed the approved/sanctioned area of the single individual apartment.

(xxii) The Allottee agrees to sign an undertaking confirming interalia above being **Annexure I**, before claiming/taking possession of the said Apartment.

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

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

(b) To pay the ad-hoc pro-rata maintenance charges towards the outgoings of the Sale Plot and said Building.

(c) The Allottee/s, in case of delay or default, shall be liable to pay to the Promoter monthly interest on amount due at 2% (two percent) above the then existing SBI MCLR (State Bank of India – Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest as may be prescribed under the Act/ Rules /Applicable Laws (“Interest”) from the date they fall due till the date of receipt/realization of payment by the Promoter.




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

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

15.8 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or the said Building or any part thereof or the Sale Plot. The Allottee/s shall have no claim save and except in respect of the said 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 structure of the said Building is transferred to the Society as herein before mentioned.

#### **16. BRAND NAME & PROJECT NAME:**

It is agreed by the Allottee/s that the name of the Project “**CASTALIA**” may be changed at the sole discretion of the Promoter through the Development Manager in accordance to the Applicable Laws. It is further agreed by the Allottee/s that the association of the brand name “**House of Hiranandani, Kandivali (W), Mumbai**” (including its registered logo form) or a combination of words with prefix of  (“**Brand Name**”) shall at all times be subject to the sole control of Penrose Constructions LLP (“Penrose”), who is the Development Manager of this Project. It is agreed and accepted by the Allottee/s that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design, the appearance shall not be changed under any circumstances, unless the Promoter through the Development Manager has itself informed in writing about any change in the logo/Brand Name. It is further agreed that the association of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all

times vest in and be held exclusively by the Brand Owner. The Allottee/s further agree/s to not use the Brand Name and/or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by the Promoter through the Development Manager. The Allottee/s and the Society of the Allottee/s shall not be entitled to change the name of the Project / said Building/s without written consent of the Promoter through the Development Manager.

#### **17. FOREIGN EXCHANGE MANAGEMENT ACT**

The Allottee/s clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for the said Apartment are made by non-resident/s/foreign national/s of Indian origin, then it shall be the sole responsibility of the Allottee/s to comply with the provisions of the Foreign Exchange Management Act, 1999 (“**FEMA**”) or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Applicable Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Promoter with such permission/approvals/no objections to enable the Promoter to fulfill its obligations under this Agreement. Any implications arising out of any default by the Allottee/s shall be the sole responsibility of the Allottee/s. The Promoter accepts no responsibility in this regard and the Allottee/s shall keep the Promoter fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate in writing to the Promoter immediately and comply with all the necessary formalities, if any, under the Applicable Laws.

#### **18. ANTI-MONEY LAUNDERING AND PROHIBITION OF BENAMI PROPERTY TRANSACTIONS ACT, 1988**

18.1 The Allottee/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee/s under this Agreement towards the said Apartment is not involved directly or indirectly to any proceeds of any offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively “**Anti Money Laundering**”).

18.2 The Allottee/s further declare(s), agree(s) and confirm(s) that the Allottee/s is not involved directly or indirectly into any benami transaction and/or the said Apartment is not part of any benami transaction as defined under the Prohibition of Benami Property Transaction Act, 1988 (collectively “**Benami Property Transaction**”).

18.3 The Allottee/s further declare(s) and authorize(s) the Promoter to give personal information of the Allottee/s to any statutory authority as may be required from time to time. The Allottee/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.

18.4 The Allottee/s further agree(s) and confirm(s) that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Anti- Money Laundering and/or Benami Property Transaction, then the Promoter shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Allottee/s shall not have any right, title or interest in the said Apartment neither have any claim/demand against the Promoter, which the Allottee/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Allottee/s shall be

refunded by the Promoter to the Allottee/s in accordance with the terms of this Agreement only after the Allottee/s furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.

### **19. REPRESENTATION AND WARRANTIES OF THE PROMOTER**

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

(i) The Promoter has development rights with respect to the Sale Plot; as let out in the title report annexed to this Agreement and has the requisite rights to carry out development of the Project and also has actual, physical and legal possession of the Sale Plot 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 Sale Plot created by the Promoter other than what is disclosed by the Promoter in the Encumbrance Certificate and Declaration in Form "B" uploaded on the website of RERA Authority.

(iv) There are no admitted litigations pending before any Court of law with respect to the Promoter on the present date wherein the Project is impacted in any manner or which will, in any manner, affect the rights of Allottee/s under this Agreement;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Sale Plot and said Building 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, Sale Plot and said Building shall be maintained 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, Sale Plot, said Building and common areas;

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

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Sale Plot, including the said Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;

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

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

(x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Sale Plot) has been received or served upon the Promoter in respect of the Sale Plot and/or the said Project.

(xi) The Promoter is providing items in the said Apartment as more particularly mentioned in the **Annexure H**. Upon taking possession,

the Allottee/s itself shall maintain the same at its own cost. The Promoter shall not be liable for any break downs or defects therein in any manner. The Promoter will handover the warranty cards (if provided by the manufacturer) for the electronic items provided in the said Apartment. In case of any problem, the Allottee/s shall directly pursue the concerned manufacturer/agency for getting the same repaired/replaced.

(xii) The Promoter has represented to the Allottee/s and the Allottee/s hereby acknowledge and admit that the said Building is constructed with deficient open space norms and the Allottee/s shall not be entitled to raise any claim/damages against the CEO (SRA) and/or its officers with regard to same any time in future.

## **20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

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

## **21. TRANSFER**

Only after completion of a term of 3 years has elapsed from the date of execution of this Agreement, the Allottee/s may transfer his rights, title and interest in the said Apartment under this Agreement to any third person / entity after obtaining prior written consent of the Promoter. Any such transfer by the Allottee/s shall be subject to the terms and conditions of this Agreement, Applicable Laws, notifications/ governmental directions, the Allottee/s submitting documentary proof as may be required by the Promoter, payment of

the monies due and payable by the Allottee/s under this Agreement. Further, the Promoter reserves the right to allow such transfer at its sole discretion.

## **22. BINDING EFFECT**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee/s(s) fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s for the said Apartment shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s, without any interest or compensation whatsoever, after deducting therefrom **10%** of the consideration amount as compensation/damages.

## **23. 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/said Building, as the case maybe.

## **24. RIGHTS TO AMEND**

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

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

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

## **26. 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.

## **27. WAIVER**

Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of Promoter.

## **28. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THIS AGREEMENT**



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

### **29. 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.

### **30. PLACE OF EXECUTION**

30.1 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/s, in Mumbai, Maharashtra, after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai, Maharashtra.

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

### **31. NOTICES:**

That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly

served if sent to the Allottee/s or the Promoter by Registered Post A.D. or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

1. Nirav Pravinkumar Parekh (Name of Allottee)

J-1238, Govardhan Nagar, J Wing, CHS Ltd, Poisar Gymkhana  
Road, Kandivali West  
Mumbai, Maharashtra, 400067 (Allottee Address)

2. Kinjal Nirav Parekh (Name of Allottee)

J-1238, Govardhan Nagar, J Wing, CHS Ltd, Poisar Gymkhana  
Road, Kandivali West  
Mumbai, Maharashtra, 400067 (Allottee Address)

Notified Email ID: **parekhnir@gmail.com**

**Promoter Correspondence Office Address** : Olympia, Hiranandani  
Business Park, Powai 400076

Project Site Address : New Link Road, Dahanukar wadi, Kandivali  
West, Mumbai - 400067

Notified Email ID : [crm.kandivali@houseofhiranandani.com](mailto:crm.kandivali@houseofhiranandani.com)

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

### 32. JOINT ALLOTTEE/S

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

### 33. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

### 34. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Mumbai, Maharashtra will have the jurisdiction for this Agreement.

#### **FIRST SCHEDULE ABOVE REFERRED TO-** **DESCRIPTION OF THE PLOT I PROPERTY**

All that part and parcel of land bearing C.T.S No. 723 (part) bearing corresponding Survey No. 39 Hissa No. 1, C.T.S No. 728 (part) bearing corresponding Survey No. 38 Hissa No. 1, C.T.S No. 729 (part) bearing corresponding Survey No. 39 Hissa No. 2 of Village Kandivali, Taluka Borivali, Mumbai Suburban District, Mumbai 400067 admeasuring in the aggregate 8258.70 sq. mtrs.

#### **DESCRIPTION OF THE PLOT II PROPERTY**

All that part and parcel of land bearing C.T.S No. 720 bearing corresponding Survey No. 40 Hissa No. 5, C.T.S No. 723 (part) bearing corresponding Survey No. 39 Hissa No. 1 of Village Kandivali, Taluka Borivali, Mumbai Suburban District, Mumbai - 400067 admeasuring in the aggregate 2038.10 sq. mtrs.

#### **SECOND SCHEDULE ABOVE REFERRED TO-** **DESCRIPTION OF SALE PLOT**

Part of Land admeasuring 5207.46 sq. mtrs. situated at CTS No. 723 (Part), 728 (Part) & 729 (Part) of Village Kandivali, Taluka Borivali, Mumbai Suburban District, Mumbai – 400067.

**DESCRIPTION OF SPORTS HALL PLOT**

Part of Land admeasuring 5207.46 sq. mtrs. situated at CTS No. 728 (Part) village Kandivali, Taluka Borivali, Mumbai Suburban District, Mumbai – 400067

**THIRD SCHEDULE ABOVE REFERRED TO-****DESCRIPTION OF SAID APARTMENT**

Apartment No. **Castalia - 3204** on 32nd floor in said Building admeasuring **95.15** sq. mtrs. equivalent to **1024.19** sq. ft. (carpet area), along Exclusive Area being Deck and/or enclosed Balcony admeasuring **2.98** sq. mtrs. equivalent to **32.08** sq. ft. aggregating to Total Area of **98.13** sq. mtrs., equivalent to **1056.27** sq ft. along with benefit/right to use said Parking Spaces viz . \_\_\_ Surface Carpark(s) / \_\_\_ Tandem Car Park(s) (being car parks one behind the other) / 01 Mechanised Car Park(s) (being 1 upper and 1 lower stack)

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at Mumbai, Maharashtra in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHINNAMED  
PROMOTER THROUGH THEIR CONSTITUTED  
ATTORNEY:**

**For M/s. TRIAX DEVELOPERS LLP**

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**SIGNED AND DELIVERED BY THE WITHINNAMED  
ALLOTTEE/S: (including joint buyers)**

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**RECEIPT**

Received from the within named Allottee/s, a sum of **Rs. 2514495** /- (**Rupees Twenty Five Lakh Fourteen Thousand Four Hundred Ninety Five Only**) being part payment of the Total Consideration payable in terms of this Agreement *vide* Cheque/RTGS **000097,HDFCR52022011089317213** directly into the Designated Account being Account No. **002005042354** with **ICICI BANK LTD** , **POWAI** Branch.

We say received.

For **TRIAX DEVELOPERS LLP**

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**Constituted Attorney**