

PROFORMA
AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made and entered into at Mumbai, this day of 2023.

BETWEEN

M/S. KEY TECH (REGD.), a Partnership Firm registered under the Indian Partnership Act, 1932 having , having their office at G/B, Shiv Chhaya, Sir M. V. Road, Andheri (East), Mumbai-400 069, hereinafter called “**the Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners for the time being and from time to time of the said firm and the last survivor of them and his/her/their heirs, executors, administrators and assigns) of the **ONE PART**;

AND

MR./MRS./M/S.

having address at

....., hereinafter referred to as “**the Purchaser**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individuals his/her/their heirs, executors, administrators, and in case of firm, its partners/proprietor for the time being and from time to time and the last survivor of them and in case of Company, its successor-in-title and assigns) of the **OTHER PART**.

The expression “**Purchaser**” hereinafter shall be deemed to mean and include the singular and the plural thereof (male/female).

The Promoter and Purchaser are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- (A) By an Indenture of Conveyance dated 4th December, 1973, registered with the Sub-Registrar of Assurances at Bombay under No. BOM/3008/73, and made between Kamlakar Moreshwar Purav, Smt. Shalini Kamlakar Purav, Kum. Nilam Kamlakar Purav, Nimish Kamlakar Purav, Suhasini Kamlakar Purav, Kavita Kamlakar Purav, Kiran Kamlakar Purav and Sangita Kamlakar Purav, therein called the Vendors of the First Part, Smt. Laxmibai alias Champabai Moreshwar Purav, therein called the First Confirming Party of the Second Part, Laxmikant Ramchandra Narvekar, therein called the Second Confirming Party of the Third Part and Om Mayuresh Co-operative Housing Society Limited, a Society registered under the Maharashtra Co-operative Societies Act, 1960, under No. BOM/HSG/4041 of 1973, having its registered office at 34, Mithagar Road, Mulund (East), Mumbai-400 081 (hereinafter referred to as “**the said Society**”), therein called the Purchasers of the Fourth Part, the said Vendors named therein, with the consent and confirmation of the Confirming Parties named therein, sold, transferred and conveyed unto and in favour of the said Society all that piece or parcel of land or ground bearing Survey No.931/1, C.T.S. No. 1083 (inadvertently mentioned therein as C.T.S. No. 1082B), admeasuring 2899.6 Square Yards equivalent to 2424.5 Square Meters or thereabouts,, of Village Mulund (East), Taluka-Kurla, in the Registration District and Sub- District of Mumbai City and Mumbai Suburban, situated at 34, Mithagar Road, Mulund (East), Mumbai-400 081, more particularly described in the **Schedule** thereunder written (hereinafter referred to as “**the said Plot**”), at or for the consideration and on the terms and conditions more particularly stated therein;

- (B) After purchasing the said Plot, the said Society had constructed a building known as “Om Mayuresh” on the said Plot (hereinafter referred to as “**the Old Building**”), and from time to time, the said Society allotted the respective Flats constructed therein to its then respective original members;
- (C) “The said Plot” and “the Existing Building”, individually, are hereinafter collectively referred to as “**the said Property**” or “**Project Land**”, wherever the context or meaning thereof so admit and confirm and more particularly described in the **Schedule** hereunder written and shown delineated in red colour boundary line on the Plan annexed hereto and marked as **Annexure-‘A’**;
- (D) For construction of the Old Building, the said Society had taken a loan from the Municipal Corporation of Greater Mumbai and to secure the repayment of the said loan, interest and other dues, by a Deed of Mortgage dated 26th April, 1974, registered with the Sub-Registrar of Assurances at Mumbai, under Serial No. S/1635/1974, the said Society had Mortgaged the said Plot unto and in favour of the Municipal Corporation of Greater Mumbai, on the terms and conditions more particularly stated therein;
- (E) Upon repayment of the mortgaged debt payable by the said Society to the Municipal Corporation of Greater Mumbai, by a Deed of Reconveyance dated 12th October, 2006, registered with the Sub-Registrar of Assurances at Kurla, under Serial No. BDR-7/6093/2006, and made between Dr. Satish S. Bhide, Jt. Municipal Commissioner (I) for Greater Mumbai on behalf of the Municipal Corporation of Greater Mumbai, therein referred to as the Mortgagees and the said Society, therein referred to as the Mortgagors, the Municipal Corporation of Greater Mumbai released, reconveyed and reassured the said Property unto and in favour of the said Society, as more particularly stated therein;
- (F) In the circumstances by virtue of the aforesaid events, the said Society is the absolute owner and holder in respect of the said Property, free from all the encumbrances;
- (G) By a Development Agreement dated 15th December, 2022, registered with the Jt. Sub-Registrar of Assurances, Kurla-1, Mumbai on 11th January 2023, under Serial No. KRL-1/700/2023 (hereinafter referred to as “**the said Development Agreement**”), made between the said Society, its 47 existing members and the Promoter herein, the said Society and the said 47 existing members have granted to and in favour of the Promoter, exclusive rights to redevelop the said Property by demolishing the said Old Building and constructing on the said Plot, a new building, at and for the consideration and on the terms and conditions contained therein;
- (H) Pursuant to the said Development Agreement, the said Society has executed a General Power of Attorney dated 17th December, 2022, in favour of the Promoter (*acting through its duly authorised partners*) to enable the Promoter to carry out and complete, full, free and uninterrupted development of the said Property by utilizing the complete development potential of the said Plot and also to deal with various authorities including the Municipal Corporation of Greater Mumbai and other planning authorities under the provisions of the Maharashtra Regional and Town Planning Act, 1966 in accordance with the said Development Agreement, as more particularly set out therein. The said Power of Attorney is registered with the Jt. Sub-Registrar of Assurances, Kurla-1, Mumbai on 11th January 2023, under Serial No. KRL-1/701/2023;
- (I) In pursuance of the said Development Agreement, the Promoter has entered into separate Agreements with the respective existing members of the said Society and has thereby agreed to allot and provide to each of them the permanent alternate accommodations in the form of residential flats in the

New Building proposed to be constructed by the Promoter on the said Property, in lieu of their existing flats in the said old Building and on the terms and conditions more particularly stated therein;

- (J) By a Declaration dated 27th April, 2023, registered with the Sub-Registrar of Assurances, Kurla No.1 at Mumbai, under Serial No. KLR-1/8897/2023, the said Society, *interalia*, declared that through inadvertence the said Plot was not correctly described in the said Indenture of Conveyance dated 4th December, 1973, inasmuch as though the Survey Number of the said Plot was rightly mentioned as Survey No. 93 1/1, the C.T.S. Number was wrongly mentioned as C.T.S. No. 1082/B instead of its correct C.T.S. No. 1083 and that accordingly in the said Indenture of Conveyance dated 4th December, 1973 the said Plot described as “City Survey No. 1082/B and Survey No. 93 1/1”, be deemed to be read and rectified as “C.T.S. No. 1083 and Survey No. 93 1/1”, as more particularly stated therein;
- (K) The Promoter is, thus, entitled and enjoined upon to construct building/s on the Project Land in accordance with the recitals hereinabove;
- (L) the Society is in possession of the Project Land and the Promoter has a license to remain in possession of the Project Land for the purpose of redevelopment thereon, as stipulated in the said Development Agreement;
- (M) Being entitled to carry out development on the said Property, the Promoter submitted the proposal to the Municipal Corporation of Greater Mumbai (“**MCGM**”) for construction of a new building on the said Property, with two Wings viz. Wing-A and Wing-B, consisting of Stilt with Puzzle / Mechanical/Mechanized / Stack Car Parking System + 1st Floor containing residential flat, Society Office, common fitness centre and paved Los + 2nd to 15th or more floors containing residential flats, by loading and consuming the land base Floor Space Index (hereinafter referred to as “**FSI**”) of the said Property, Fungible FSI, T.D.R./F.S.I. and all additional FSI as may be available and consumable on the said Land in accordance with the applicable provisions of the Development Control Promotion & Regulations for Greater Mumbai, 2034 (hereinafter referred to as “**DCPR**”). At present the MCGM has sanctioned the said plans for construction of a new building on the said Plot with two Wings viz. Wing-A consisting of Stilt + 1st Floor part containing residential flat and part containing common fitness centre and Wing-B consisting of Stilt + 6 Floors containing residential flats and issued an Intimation of Disapproval (**IOD**) thereon bearing No. P-13531/2022/(1083)/T Ward/MULUND-E/IOD/1/New dated 10th April 2023. Thereafter, the MCGM issued the Commencement Certificate (**CC**) bearing No. P-13531/2022/(1083)/T Ward/MULUND-E/CC/1/New dated 7th August, 2023. The copies of the said IOD and CC are annexed hereto and marked as **Annexures-‘B’ & ‘C’**, respectively;
- (N) Prior to the issuance of the said Commencement Certificate, in pursuance of the said Development Agreement and the respective agreements for permanent alternate accommodations entered into by and between the Promoter, the said Society and its respective existing member, the said Society and its existing members had vacated the said Old Building and the Promoter had demolished the same for the purpose of commencing the re-development on the said Property;
- (O) The Promoter hereby reserves its right to amend the said plans sanctioned by the MCGM, after loading the Fungible FSI, T.D.R./F.S.I. and all additional FSI as may be available and consumable on the said Land in accordance with the applicable provisions of the DCPR and after obtaining permissions and sanctions, from time to time, for the said amended plans, the Promoter shall construct the said new building with two Wings viz. Wing-A and Wing-B, consisting of Stilt with Puzzle / Mechanical/Mechanized / Stack Car Parking System + 1st Floor containing residential flat, Society Office, common

fitness centre and paved Los + 2nd to 15th or more floors containing residential flats;

- (P) The authenticated copies of the plans of the Layout as approved by the MCGM have been annexed hereto and marked as **Annexure-‘D’**;
- (Q) While sanctioning the said plans the MCGM has laid and may, from time to time, lay down various terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property and also to be observed and performed by the Allottees/Purchasers of various premises in the new building including the Purchaser herein and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building shall be granted by the MCGM;
- (R) the Promoter has accordingly commenced construction of the said Building in accordance with the said proposed plans;
- (S) While sanctioning the said plans the MCGM has granted the concessions for open space deficiencies and other concessions in respect of said new building and thus the Purchaser is made aware that said plans are sanctioned by the MCGM with open space concessions and other concessions;
- (T) The Promoter has brought to the notice of the Purchaser, that the Promoter has executed and registered the Undertakings and Indemnities in favour of the MCGM and thereby agreed and undertook, *interalia*, as follows:
 - a) that the part/pocket terraces area and areas claimed free of FSI, if any, will not be misused in future;
 - b) that the building under reference is in deficient open space and M.C.G.M. will not be held liable for the same in future;
 - c) that there is no contiguous holding / piece of Plot with the said Property;
 - d) that the area reserved for parking shall be used / utilized for the purpose of parking only;
 - e) that the lift machine room will not be misused;
 - f) that the conditions imposed in CFO NOC shall be abided;
 - g) that the mechanized parking system shall be equipped with electric sensor floor devices and also proper precautions and safety measures shall be taken to avoid any mishap and maintenance of the same shall be done regularly;
 - h) that M.C.G.M. will not be held liable for any failure of mechanical parking system in future;
 - i) that excess parking spaces shall be handed over to M.C.G.M. free of cost in case full permissible FSI/TDR is not consumed;
- (U) The Promoter has provided to the Purchaser the copies of the aforesaid Undertakings & Indemnities and the Purchaser hereby agree and undertake to abide by the undertakings given thereunder as if the same are given by the Purchaser;
- (V) The Promoter has brought to the notice of the Purchaser the Condition No. 28 of the IOD. The Purchaser hereby agree and undertake that as required by the MCGM, the Dry and Wet Garbage shall be separated and Wet Garbage generated in the proposed building shall be treated separately on the said Plot by the occupants of the said new building.
- (W) The Promoter has brought to the notice of the Purchaser that the Fungible FSI has been utilized in construction of the said building;

- (X) The Promoter has entered into a standard agreement with an Architect Mr. Kulin Bhupendra Patrawla, registered with the Council of Architects and such agreement was as per the agreement prescribed by the Council of Architects; and the Promoter has appointed the Structural Engineer, M/s. Neel Solutions, for the preparation of the structural design and drawings of the said new building and the Promoter accepts the services of the Architects and Structural Engineers till the completion of the said new building;
- (Y) In the premises aforesaid, after providing to the existing members of the said Society the residential flats as agreed under the said Development Agreement and the separate Agreements entered into by the Promoter with the respective existing individual members of the said Society, and subject to the terms and conditions of all the said agreements, the Promoter has the exclusive right to sell all remaining residential flats in the said new building proposed to be constructed on the said Plot, on what is commonly known as “Ownership Basis” and to enter into Agreement/s with the allottee/s / buyer/s of the said premises and to receive the sale price in respect thereof;
- (Z) On demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the said Plot, permissions and sanctions from to time granted by various authorities, sanctioned and proposed Plans, I.O.D., C.C., the said Development Agreement, respective agreements between the Promoter and the respective existing members of the said Society, the relevant City Survey and Revenue Records and all other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (“**REERA**” for short) and the Rules and Regulations thereunder;
- (AA) The authentic copies of the Certificate of Title dated 18th August, 2023 issued by the Advocates & Solicitors of the Promoter and the authenticated copies of Property Cards showing the nature of the title of the said Society and the Promoter to the Project land have been annexed hereto and marked as **Annexure-‘E’ & ‘F’**, respectively;

- (BB) The Purchaser hereby admit and confirm that he/she/they had demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents referred to hereinabove viz. of title relating to the said Plot, agreements, permissions, approvals, sanctions, plans, designs and specifications sanctioned by the MCGM and other concerned authorities as also the relevant City Survey and Revenue Records in respect of the said Plot and all other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations thereunder and at the specific request made by the Purchaser the Promoter has furnished to the Purchaser the photo copies of all the said documents prior to the execution of this Agreement and the Purchaser do hereby admit, acknowledge and confirm the receipt thereof from the Promoter;
- (CC) The Purchaser has applied to the Promoter for allotment of one Residential Premises bearing **Flat No.**, admeasuring **Square Meter carpet area (as per RERA) equivalent to Square Feet carpet area (as per RERA) (with variation of (+/-) 3% only)**, in **Wing- A / B**, on the **Floor** (hereinafter referred to as **“the said Premises”**), in the said Building proposed to be constructed on the said Plot and known as **“Om Mayuresh”** (hereinafter referred to as **“the said Building”**);
- (DD) The carpet area of the said Premises is **Square Meter**, and “carpet area” means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Flat;
- (EE) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- (FF) The Promoter has got some of the approvals from the concerned local authority to the plans, specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;
- (GG) The Promoter has registered the Project known as **“Om Mayuresh\”** under the provisions of the RERA with the Maharashtra Real Estate Regulatory Authority at Mumbai under Project Registration No. dated 2023. Authenticate copy of the Registration Certificate under MahaRera is annexed hereto and marked as **Annexure-‘G’**;
- (HH) Under Section 13 of the RERA the Promoter is required to execute a written Agreement for allotment and sale of the said Premises to the Purchaser, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

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

1. The Parties hereby agree and confirm that what is stated in the Recitals hereinabove shall be deemed to form an integral part of this Agreement, as if the same are repeated herein verbatim.
2. The New Building which is proposed to be constructed by the Promoter on the Project Land more particularly described in the Schedule hereunder written, will be of two Wings viz. Wing-A and Wing-B, consisting of Stilt with Puzzle / Mechanical/Mechanized / Stack Car Parking System + 1st Floor

containing residential flat, Society Office, common fitness centre and paved Los + 2nd to 15th or more floors containing residential flats, and proposed to be known as **“Om Mayuresh”** (hereinafter referred to as **“the said New Building”**), wherever the context or meaning thereof so admit and confirm.

Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Premises of the Purchaser, except any alteration or addition required by the Planning Authority / MCGM or any other Government authorities or due to change in law.

- 3. The Purchaser hereby confirm that he/she is aware that, while sanctioning the plans the MCGM has granted the concessions for open space deficiencies and other concessions and thus the said plans are sanctioned by the Planning Authority with open space concessions and other concessions. The Purchaser, therefore, hereby agree and undertake that the Purchaser shall not at any time in future object to the deficiency in joint open space as and when the development / redevelopment by the neighbouring plot owners take place.
- 4. The Purchaser hereby further confirm that he/she/they is/are aware that, the Promoter is proposing to provide the Puzzle / Mechanical/Mechanized / Stack Car Parking System in the Stilt as well as in the compound. The Purchaser agree and undertake that he/she/they will not hold M.C.G.M. liable for failure of the Puzzle / Mechanical/Mechanized / Stack Car Parking System in future and proper precautions and safety measures shall be taken to avoid any mishap and damages occurs due to flooding in pit if any and maintenance of the Puzzle / Mechanical/Mechanized / Stack Car Parking System shall be done regularly, after the Purchaser is put in possession of the Premises agreed to be purchased by him/her/them under this Agreement.
- 5. The said New Building will be constructed by the Promoter in accordance with the building plans prepared by its Architect and sanctioned by the Concerned Authorities, from time to time, as aforesaid.
- 6. As recited herein above, the Purchaser has demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the title documents relating to the said Property / Project Land, the said Development Agreement, Power of Attorney, respective agreements for permanent alternate accommodations between the Promoter and the existing members of the said Society, permissions, approvals, sanctioned plans, specification, IOD, CC, etc. issued by the Planning Authority / MCGM and all other documents which were required by the Purchaser, and as required under the RERA. The Purchaser hereby confirm having inspected the site of construction and having received the photo copies of all the aforesaid documents and that the Purchaser is satisfied about the same and also about the Promoter’s right to construct the said New Building and to sell the said Premises.
- 7. The Purchaser hereby agree to purchase from the Promoter and the Promoter agree to sell to the Purchaser **Flat bearing No., admeasuring Square Meter i.e. Square Feet Carpet Area** (as defined under RERA) **(with variation of (+/-) 3% only)**, in **Wing- A / B**, on **Floor**, of the said New Building proposed to be known as **“Om Mayuresh”** and proposed to be constructed on the said Property (hereinafter referred to as **“the said Building”**), and as shown in the authenticated copy of the plan of the said premises, as sanctioned and approved by the MCGM annexed and marked as **Annexure-‘H’** (hereinafter referred to as **“the said Premises”**), at and for the lumpsum price and consideration of **₹...../-** **(Rupees**
.....
..... **only)**, including for the proportionate price of the common areas and facilities appurtenant to the said Premises, the nature,

extent and description of the common/limited common areas and facilities which are more particularly described in **Annexure-‘I’** hereto.

8. The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking space bearing No. situated at stilt/ Puzzle / Mechanical/Mechanized / Stack Car Parking System constructed in the layout for without any additional consideration.

Note: It has been agreed under the said hereinbefore recited Development Agreement that the Promoter will hand over to the said Society, free of costs, all car parking spaces in the stilt, mechanical car parking system and/or other car parking area in the Project, out of which 48 (Forty Eight) shall be reserved for the Existing Members of the said Society and Car Parking equivalent to the number of saleable flats constructed in the Project shall be reserved for the purchasers of the respective saleable flats (future members of the said Society) and all other / remaining car parking spaces shall be reserved for the said Society. It is also agreed that the said Society shall do the allotment of car parking spaces amongst its all the members, including their respective existing members and new flat purchasers in the said Building admitted as the members of the said Society in accordance with its bye laws r.w. DCPR after the Promoter hands over possession of the redeveloped Property to the said Society, in accordance with its bye laws r.w. DCPR. At the time of such allotment, and for the purposes of such allotment, each of the unsold flats in the Promoter’s Sale Area in the said Building shall be treated as one flat purchaser and car parking space/s thereof shall be reserved for him/her/them as per the requirement under the DCPR. It is therefore, agreed that the Purchaser herein will be entitled to the allotment of minimum 1 (One) car parking space in the Project as per the DCPR, 2034, free of costs.

9. The Purchaser has on or before execution of this agreement paid a sum of ₹/- **(Rupees**
..... **only)** being 9% of the total consideration, as advance deposit or application fee and hereby agree to pay to the Promoter the balance amount of purchase consideration of ₹/- **(Rupees**
..... **only)** in the following manner:-

Sr. No.	Percentage	Instalment Amount (₹)	Payable
1	9%		Paid on or before the execution of this Agreement.
2	36%		On completion of the Plinth of the said building.
3	5%		On completion of 3 rd Slab of the said new building.
4	5%		On completion of 6 th Slab of the said new building.
5	5%		On completion of 9 th Slab of the said new building.
6	5%		On completion of 12 th Slab of the said new building.
7	5%		On completion of RCC frame work of the said new building.
8	5%		On completion of walls, internal plaster, floorings, doors and windows of the New Premises.

9	5%		On completion of sanitary fittings, staircases, lift wells and lobbies upto the floor level of the New Premises.
10	5%		On completion of external plumbing and external plaster, electrical fittings, elevation of the new building or the wing in which the New Premises is located.
11	5%		On completion of terrace with water proofing, of the new building or the wing in which the New Premises is located.
12	5%		On completion of lifts, water pumps, electrical fittings, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as prescribed in the Sale Agreement, of the said new building or the wing in which the New Premises is located.
13	5%		Against and at the time of handing over of possession of the New Premises on or after receipt of Occupation Certificate / Completion Certificate.

10. The Purchaser shall pay each installment of the aforesaid purchase price to the Promoter after deducting there from 1% TDS as per the provisions of Section 194-IA of the Income Tax Act, 1961 and shall deposit the said amount to the credit of Central Government and shall issue a TDS Certificate in favour of the Promoter in the prescribed Form No.16QB for the same, within 15 (Fifteen) working days from the payment thereof.
11. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods & Service Tax (GST) or any other similar taxes or cess which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over possession of the said Premises and whether the same is payable on the sale price or on any other amount payable hereunder by the Purchaser to the Promoter.
12. The Total Price is escalation free, save and except escalations/increases due to increase on account of development charges payable to the Planning Authority / MCGM or any other competent authority and/or any other increase in charges which may be levied or imposed by the Planning Authority / MCGM or any other competent authority / Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost or levies imposed by the Planning Authority / MCGM any other competent authorities etc., the Promoter shall enclose the notification/order/rule/ regulation published/issued in that behalf and to that effect alongwith the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
13. The Promoter shall confirm the final carpet area of the said Premises that has been allotted to the Purchaser after the construction of the said Building is complete and the Occupancy Certificate is granted by the Planning Authority / MCGM, by furnishing details of the changes, if any, in the carpet area of the Premises. The total price payable for the carpet area of the said Premises shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area of the said Premises within the defined limit then the Promoter shall refund the excess money paid by Purchaser and if there is any increase in

the carpet area the Promoter shall demand the additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause [7] of this Agreement.

14. The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any heads of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in their sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any particular manner.
15. Time is of essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said Premises to the Purchaser and the said Building together with the common areas appurtenant to the said building to the said Society, after receiving the occupancy certificate / the completion certificate of the said Building. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause [8] hereinabove (**“Payment Plan”**).
16. If the Promoter fails to abide by the time schedule for completing the project and handing over the said Premises to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent, as specified in the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and disclosure on Website) Rules, 2017 (hereinafter referred to as **“the said Rule”**), on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession.
17. The Purchaser agrees to pay to the Promoter, the interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent as per the said Rule, on all delayed payments including delay in payment of the GST, TDS and other taxes as applicable from the due date till the date of payment thereof.
18. The Purchaser is aware that as per present statute, GST is leviable / applicable on the purchase price payable hereunder and consequently the amount of each installment payable by the Purchaser to the Promoter in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser hereby undertakes to pay to the Promoter the amount of the GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoter shall not be bound to accept the payment of any installment unless the same is paid along with the amount of GST applicable thereon and the Purchaser shall be deemed to have committed default in payment of amount due to the Promoter hereunder if such payment is not accompanied with the applicable GST. Provided Further that if on account of change / amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Purchaser to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser shall be solely and exclusively liable to bear and pay the same.
19. Without prejudice to the right of the Promoter to receive interest in terms of Clause [17] above, on the Purchaser committing any 3 (Three) defaults in payment of instalment as per payment schedule on due date for payment thereof or of any other amount due or payable by the Purchaser to the

Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings), the Promoter shall at their own option, may terminate this Agreement:

Provided that, the Promoter shall give notice of 15 (Fifteen) days in writing to the Purchaser, by Registered Post Acknowledgement Due or by Courier or by E-mail at the address / email id provided by the Purchaser, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which they are intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the said notice period than at the end of such notice period, this Agreement shall stand terminated.

Provided further that upon termination of this Agreement as aforesaid, the consequences hereinafter set out shall follow:

- (a) the Purchaser shall cease to have any right or interest in the said Premises;
- (b) the Promoter shall be entitled to sell the said Premises at such price and on the terms and conditions to such other person or party as the Promoter may in their absolute discretion deem fit;
- (c) within a period of 30 (Thirty) days from the date of termination, the Promoter shall refund to the Purchaser the instalments of sale consideration till then paid by the Purchaser to the Promoters towards aggregate purchase price, after deducting therefrom:
 - (i) 2% of the aggregate purchase price or the entire earnest amount paid hereunder, whichever is higher (which is to stand forfeited to the Promoter as liquidated damages);
 - (ii) GST, TDS and / or any other amount due or payable by the Purchaser and / or paid by the Promoter in respect of the said Premises;
 - (iii) the taxes and outgoings, if any, due and payable by the Purchaser in respect of the said Premises upto the date of termination of this Agreement;
 - (iv) the amount of interest payable by the Purchaser to the Promoter in terms of this Agreement from the respective date of default in payment till the date of termination as aforesaid;

However in case if the Promoter receive a credit/ refund of the GST amount paid by the Purchaser on this transaction, from the statutory authorities then in such a case the same shall be refunded by the Promoter to the Purchaser without any interest thereon.

- (d) The Promoters shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser. The Promoter shall not be liable to pay to the Purchaser any compensation, damages, costs or otherwise and shall also not be liable to reimburse to the Purchaser any Government charges/taxes such as GST etc. The amount shall be accepted by the Purchaser in full satisfaction of all his/her/their claim under this Agreement and in or to the said Premises.

The Purchaser agree that receipt of the said refund by cheque from the Promoter by the Purchaser by Registered Post Acknowledgement Due or by Courier at the address given by the Purchaser in these presents, whether the Purchaser accept/s or encash/s the cheque or not, will amount to the said refund.

In the event the amount due and payable referred in Clause 19(c) above is not refunded within 45 days from the date of the termination or receipt of the

letter from the Purchaser requesting to cancel this Agreement, the Purchaser shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

20. The fixtures, fittings and amenities to be provided by the Promoter in the said Premises and the said Building are set out in **Annexure-'J'** annexed hereto. The Promoter shall endeavour to provide the amenities of the same specifications as herein stated. However, in the event amenities of the said specifications are not available in the market then the Promoter shall provide amenities of similar quality or as close to the said specifications as the circumstances may permit or their near substitutes. It is clarified that fixtures, fitting and amenities to be provided by the Promoter would not be manufactured or produced by the Promoter and that the same would be sourced from third party vendors/suppliers. Some of such fixtures, fitting and amenities may be acquired under warranties and others may not have any warranties; and the Promoter shall not be responsible to repair and/or replace the same or liable against manufacturing / construction / technical defects, after the possession of the said Premises is handed over to the Purchaser.
21. After the possession of the said Premises is handed over to the Purchaser, it shall be the sole responsibility of the Purchaser herein and also the Purchasers/Occupants of the other Premises and/or the said Society to maintain the mechanical/ Mechanized / stack car parking system on the said Property. It is specifically agreed by the Purchaser that the Promoter and/or MCGM shall not be held liable and/or responsible for failure of or any defect in the the mechanical /Mechanized/stack car parking system, after handing over of the same by the Promoter to the allottees thereof, including the Purchaser herein and that the allottees thereof, including the Purchaser herein, shall be solely liable and responsible for maintenance and wear and tear thereof.
22. The Promoter has informed the Purchaser that it may construct the electricity sub-station on any part of the said Property, if so required by the electricity supply company/authority.
23. The Promoter hereby agree to observe, perform and comply with the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the Planning Authority / MCGM at the time of sanctioning the plans or thereafter and shall before handing over possession of the said premises to the Purchaser, obtain from the Planning Authority / MCGM the Occupation Certificate in respect of the said Premises. The Promoter hereby further agree to observe, perform and comply with the terms and conditions of all the agreements between the Promoter and the said Society and its respective existing members and the said Flat Owners.
24. The Promoter has informed the Purchaser that in terms of the hereinbefore recited Development Agreement and individual Agreements for Alternate Accommodation with the respective existing members of the said Society, the Promoter is liable to handover possession of the permanent alternate accommodations to the respective existing members of the said Society before handing over possession of any saleable premises to the buyers thereof, including the Purchaser herein. It is, however, agreed that the possession of the said Premises will be given by the Promoter to the Purchaser on or before 20.....

Provided that the Promoter shall be entitled to reasonable extension of time for giving possession of the said Premises on the aforesaid date, if the completion of the said Building is delayed on account of-

- (i) War, civil commotion or act of God;

- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
25. The Promoter, upon obtaining the Occupancy Certificate from the competent authority and the Purchaser having made all payments payable to the Promoter as per this Agreement, shall offer in writing the possession of the said Premises to the Purchaser in terms of this Agreement. The Promoter on its behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the Occupancy Certificate of the Project.
 26. The Purchaser shall take possession of the said Premises within 15 (Fifteen) days of the written notice from the Promoter to the Purchaser intimating that the said Premises is ready for use and occupancy.
 27. Upon receiving a written intimation from the Promoter as per Clause [25], the Purchaser shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentations as prescribed in this Agreement, and the Promoter shall give possession of the said Premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in Clause [26] the Purchaser shall continue to be liable to pay maintenance charges in respect of the said Premises, with interest on arrears, as applicable with effect from the date of written intimation from the Promoter as per Clause [25] above.
 28. If within a period of five years from the date of handing over the said Premises to the Purchaser, the Purchaser brings to the notice of the Promoter in writing any structural defect in the said Premises or the building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA.
 29. The Promoter hereby declares that at present the Floor Space Index available in respect of the said Property / Project Land is Square Meters and that no part of the said F.S.I. has been or shall be utilized by the Promoter elsewhere for any purpose whatsoever.
 30. The Purchaser hereby expressly agree that in the event of the Public Authority at any time acquiring any portion of the said Property prior to the issuance of the full Occupation Certificate in respect of the said Building, all the benefits of such acquisition, i.e. by way of compensation and/or F.S.I./T.D.R., shall be the exclusive property of the said Society and/or the Promoter, and the Purchaser shall have no right, claim or demand in respect thereof or any part thereof.
 31. The Purchaser shall have no claim of any nature whatsoever, save and except in respect of the said Premises agreed to be sold to him/her/them hereunder by the Promoter. All open spaces, lobbies, common terraces, will remain the property of the said Society, though, however, the Purchaser shall be entitled to use the same jointly with the other members of the said Society including the said Flat Owners after becoming a member of the said Society, as provided hereinafter.
 32. Nothing contained in this Agreement shall be constructed so as to confer upon the Purchaser any right whatsoever into or upon the said Property or the said Building or any part thereof or the said Premises. It is expressly agreed hereby that such conferment shall take place only after the Purchaser being admitted as a Member of the said Society as hereinafter mentioned.
 33. After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises 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 Purchaser who has taken or agreed to take the said Premises.

34. The Promoter shall be entitled to sign undertakings and indemnities under any law, rules or regulations concerning construction of the said New Building or for implementation of the scheme for redevelopment of the said Property. The Purchaser shall not interfere with the said rights of Promoter's in any manner whatsoever.
35. The Promoter shall in respect of any amount remaining unpaid by the Purchaser under this Agreement have first charge and lien on the said Premises agreed to be allotted and sold to the Purchaser under this Agreement, without prejudice to any other rights and remedies available to the Promoter for recovery of outstanding dues from the Purchaser.
36. The Purchaser shall maintain at his/her/their own costs, the said Premises in the same condition, state and order in which it is delivered to him/her/them, and shall observe and perform all the terms conditions and covenants contained in this Agreement and shall abide by all bye-laws, rule and regulations of the said Society, MCGM, Local Bodies and Authorities and shall attend to, answer and be responsible for all actions, omissions, breaches and violations of any of the conditions or bye-laws, rules or regulations.
37. The Purchaser agrees to pay all amounts payable to the Promoter under the terms of this Agreement as and when the same becomes due and payable. The Purchaser hereby covenant with the Promoter to pay all amounts agreed to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Promoter indemnified at all times against breach or non-observance of any of the said covenants and conditions, except so far as the same ought to be observed and performed by the Promoter.
38. The Purchaser will be liable to become the member/s of the said Society, upon the Promoter making the request in writing to the said Society to admit the Purchaser as its member. The said request shall be made by the Promoter only after obtaining the Full Occupation Certificate for the said Building and the Purchaser making payment of the full price and consideration and all other amounts payable by him/her/them to the Promoter in terms of this Agreement. The Purchaser shall be liable to make payment of ₹ 500/- towards the cost of 5 Shares, ₹ 100/- towards membership fees of the said Society and a lumpsum of Rs. 51,000/- (Rupees Fifty One Thousand only) towards the contribution towards capital / reserves / sinking fund / repairs fund / cash balance, etc. of the said Society. The Purchaser agree and undertake to become the Member/s of the Society and to sign and execute all required applications and other papers and documents necessary for admission of the Purchaser as the member of the said Society, as and when required by the Promoter.
39. The Purchaser shall on demand, deposit with the Promoter his/her/their proportionate share towards the costs, charges and expenses for installation of water meter, electric meter, gas meter (if any) and for any other facility/utility in the said Premises and the said Building.
40. After the possession of the said Premises is handed over to the Purchaser, if any additions or alterations in or about or relating to the said Building are required to be carried out by the Planning Authority, MCGM, Government, Local Authority or any other statutory Authority, the same shall be carried out by the said Society and the allottees/buyers of various premises in the said Building, including the Purchaser herein, at his/her/their own costs and the Promoter shall not be in any manner liable or responsible for the same.
41. After the completion of the said Building and all other structures and premises intended to be constructed by the Promoter on the said Property / Project Land

in all respect and only after all saleable premises in the said Building that may have been constructed are sold and disposed off by the Promoter and the Promoter having received all dues receivable by it under the terms of the agreements with the allottees/buyers of all the said Premises including the Purchaser herein, the Promoter will hand over the said Building and all common areas on the said Property to the said Society, and thereafter the said Society shall be entitled to deal with the said Property including the said Building and all common areas thereof, as the said Society may deem fit and proper, subject however, to the terms and conditions of the said Development Agreement and all other deeds and documents in pursuance thereof.

42. This Agreement shall be lodged for Registration with the concerned Sub-Registrar of Assurance in Mumbai by the Promoter, and the Purchaser will attend the office of the concerned Sub-Registrar and admit execution hereof, after the Promoter having informed him/her/them within the prescribed period of the date on which and the number under which it is lodged for registration by the Promoter.
43. All letters, circulars, receipts and/or notices issued by the Promoter and dispatched through Courier or by Registered Post to the address last known to it of the Purchaser or by email or by text messages on WhatsApp will be a sufficient proof of the receipt thereof by the Purchaser and shall completely and effectually discharge the Promoter. For this purpose, the Purchaser has given the following address and Email ID:

Name:
Address:
.....
Email ID:
Mobile (for WhatsApp):

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

44. The Purchaser hereby covenant to pay to the Promoter or to the said Society as the Promoter may direct, either on demand or before taking possession of the said Premises, the following amounts:

SR.NO.	AMOUNT (₹)	PARTICULARS
I		Meeting all legal costs, charges and expenses, including professional fees and other costs of the Promoter’s Advocates for preparing and engrossing this agreement
II	600.00	Society’s Share Money & Membership Fee.
III	51,000.00	The contribution towards capital / reserves / sinking fund / repairs fund / cash balance, etc. of the Society.
IV		Meeting all costs, charges and expenses for obtaining electric, water, gas (subject to availability) and other utility connections in the said Premises and the said Building.
.....		TOTAL

In case there be any deficit in this regard, the Purchaser shall forthwith on demand pay to the Promoter, his/her/their proportionate share to make up such deficit.

45. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the share capital of the said Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
46. Any delay or indulgence by the Promoter in enforcing any term or condition of this Agreement or any forbearance or granting of time to the Purchaser herein or any other allottees/buyers of other premises in the said Building, shall not be construed as waiver on the part of the Promoter of any such breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser or other such allottees/buyers nor shall the same in any manner prejudice the rights and remedies of the Promoter.
47. The Promoter shall be entitled to alter the terms and conditions of the agreement relating to the un-allotted and unsold premises in the said Building and the Purchaser herein shall have no right to require the enforcement thereof, in his/her/their favour. The Purchaser herein shall exercise his/her/their rights under this Agreement only.
48. The Promoter hereby represent and warrant to the Purchaser as follows:
 - (i) The said Society has clear and marketable title with respect to the said Plot, as declared in the title report annexed to this Agreement and the Promoter has the requisite rights to carry out the development upon the Project Land and also has license to remain in possession of the Project Land for the implementation of the Project;
 - (ii) The Promoter has lawful rights and requisite approvals from the Planning Authority, MCGM and other competent authorities to carry out development of the project and shall obtain further requisite approvals from time to time to complete the development of the Project;
 - (iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
 - (iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
 - (v) All approvals, licenses and permits issued by the Planning Authority, MCGM and other competent authorities with respect to the project, project land and the said Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits issued by the Planning Authority, MCGM and other competent authorities with respect to the project, project land and the said Building shall be obtained by following the due process of law and the Promoter have been and shall at all times, remain to be in compliance with all applicable laws in relation to the project, project land, the said Building and respective common areas;
 - (vi) The Promoter has a right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;

- (vii) The Promoter has not entered into any agreement for assignment of its rights or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Premises which will, in any manner, affect the rights of the Purchaser under this Agreement;
 - (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Purchaser in the manner contemplated in this Agreement;
 - (ix) Upon completion of the project, the Promoter shall hand over lawful, peaceful, physical possession of the said Property including common areas to the said Society;
 - (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Property and the said project thereon to the MCGM and/or any other competent authorities till the issuance of the Full Occupation Certificate for the said Building;
 - (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the project land) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
49. The Purchaser with an intention to bind all persons into whosoever hands the said Premises may come, doth hereby covenants with the Promoter and undertakes as follows:
- (a) To maintain the said Premises at Purchaser's own costs and risk in good, tenantable repair and condition from the date of possession of the said Premises is taken by the Purchaser, and shall not do or suffer to be done anything in or to the building in which the said Premises is situated or staircases or any passages, which may be against the rules, regulations or bye-laws of the said Society and/or concerned local or any other authority or change/alter or make addition in or to the said Building and the said Premises or any part thereof.
 - (b) Not to store in the said Premises or outside, any goods which are of hazardous, combustible or dangerous nature or which are prohibited by law to be brought upon or kept in any such premises or are so heavy that they are likely to or may damage the construction or structure of the said Building or the said Premises, and the Purchaser shall be liable for the consequences of the breach on account of negligence or default of the Purchaser in this behalf and to indemnify the said Society as well as the Promoter.
 - (c) To carry at his/her/their own costs and risk all internal repairs to the said Premises and maintain the said Premises in the condition, state and order in which the same were delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the said Building or the said Premises which may be forbidden by law or rules or regulations of the said Society and concerned local authority or other public authority, and in the event of the Purchaser committing or permitting any act in contravention of the above provisions, the Purchaser shall solely be responsible and liable for the consequences thereof to the said Society and concerned local authority and/or other

public authority, and to indemnify the said Society as well as the Promoter for all consequences thereof.

- (d) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the said Building and shall keep the partitions, sewers, drainage pipes in the said Premises and appurtenances thereto in good and tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the said Building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. piers or other structural members in the said Premises without the prior written permission of the said Society as also other concerned authority. If, on account of any additions or alterations being carried out by the Purchaser in the said Premises (whether such additions and alterations are permitted by the concerned authorities or not), there be any damages to the adjoining premises or to the premises situated below or above the said Premises (inclusive of leakage of water and damages to the drains) the Purchaser shall at his/her/their own costs, risk and expenses repair such damage (including recurrence of such damages).
- (e) The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance in respect of the said Building or other structure/s on the said Property or cause any increased premium to be payable in respect thereof or which may likely to cause nuisance or annoyance to users and occupiers of the other premises in the said Building.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the said Building.
- (g) Pay to the Promoter within 7 days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned authority or Government for giving Water, Electricity, Gas or any other service connection to the said Building.
- (h) To bear and pay the proportionate Municipal Taxes, lease rent payable to MCGM, water charges, common electricity charges and other maintenance charges to the said Society, on and from the date of the Promoter intimating the Purchaser to take possession of the said Premises from the Promoter, including for carrying out renovation/furniture in the said Premises, either before or after the issuance of the Occupation Certificate by the Planning Authority / MCGM.
- (i) To bear and pay increase in local taxes, penalty, premium, water charges, insurance premium and such other levy, 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 Premises by the Purchaser, and indemnify the said Society and the Promoter in that behalf.
- (j) The Purchaser shall not let, sub-let, transfer assign, or part with Purchaser's interest or benefit of this Agreement or the said Premises or create any third party interest or right or part with the possession of the said Premises or any part thereof until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement AND until the Purchaser has obtained permission in writing of the said Society for the purpose.

- (k) The Purchaser shall allow and permit the Promoter and their surveyors and agents and servants, with or without workmen and others, at all reasonable times to enter and upon the said Premises to view and examine the state and condition thereof and/or for the purpose of repairing any part of the said Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences, facilities and utilities belonging to, serving or used for the said Building, including the said Building;
 - (l) The Promoter shall not be responsible for the consequences arising out of the changes in law or changes in Municipal and other Laws, rules, regulations, etc.
50. If at any time this transaction is held to be liable to any additional tax, cess, premium etc. the same shall be payable by the Purchaser to the Promoter, forthwith on demand, failing which the Purchaser shall be liable to pay the same with interest thereon as per the said Rule.
 51. The Promoter shall provide common amenities as agreed to between the said Society and the Promoter under the said hereinbefore recited Development Agreement.
 52. The Promoter shall be entitled to handover amenity space or any other premises, if any, reserved on the said Property to the MCGM or the Municipal Corporation of Greater Mumbai or any other concerned authority and the said Society and/or the Promoter alone shall be entitled to all the benefits that may be granted by the MCGM or any other authority in lieu of the said amenity space / reservation area.
 53. The Agreement sets forth the entire agreement and understanding between the Purchaser and the Promoter and supersedes, cancels and merges:
 - (a) All agreements, negotiations, commitments, writings between the Purchaser and the Promoter prior to the date of execution of this agreement;
 - (b) All the representation, warranties, commitments, etc. made by the Promoter in any documents, brochure, hoarding, etc. and /or through on any other medium;
 - (c) The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoter under this Agreement;
 - (d) The Purchaser agree and acknowledge that the sample flat, if any, constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purpose of show casing the sample flat / unit and the Promoter is not liable / required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat / unit, other than as expressly agreed by the Promoter under this Agreement.
 54. The Purchaser hereby admit and confirm that the Promoter has prior to entering into this Agreement, informed the Purchaser and the Purchaser has agreed that all Brochures, Pamphlets, Literature and/or Plans whether approved or otherwise, published / issued by the Promoter, showing Gardens, Open Spaces, Recreation Areas or any other details in the said Plans and/or in the Brochure, Pamphlets or otherwise, are all tentative, subject to such variations, modifications and cancellation and/or withdrawal and/or shifting, as the Promoter may deem fit and proper, without any prior notice/intimation in any form to the Purchaser.

55. Before taking possession of the said Premises, the Purchaser shall be liable to inspect the said Premises and willfully and completely satisfy himself/herself/themselves with the same in respect of the area of the said Premises, item of work or quality of work or the materials used for the construction of the said Premises and the amenities provided therein and in the said Building, and after taking possession, the Purchaser will not be entitled to raise any claim about the same or any of them.
56. Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser, until, firstly, the Purchaser pays the Stamp Duty and Registration Fees on this Agreement and secondly sign and deliver to the Promoter this Agreement with all the schedules/annexures along with the payment due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Purchaser and thirdly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser fail to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Purchaser and/or appear before the concerned Sub-Registrar for registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser for allotment of the said Premises shall be treated as cancelled and all sums paid/deposited by the Purchaser in connection therewith shall be returned to the Purchaser, without interest or compensation whatsoever, subject however after deduction therefrom the liquidated damages, GST and all other amounts more particularly recorded in Clause No. 19(c) (i) to (iv) hereinabove.
57. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent purchaser of the said premises, in case of transfer, as the said obligation go along with the said premises for all intent and purposes.
58. If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted insofar as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to the said 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.
59. Whenever in this Agreement it is stipulated that the Purchaser has to make payment, in common with other buyers/allotees in the Project, the same shall be proportionate to the carpet area of the said Premises to the total area of all the premises in the said Building or the said Project, as the case may be.
60. The stamp duty, registration charges and other fees and charges on this Agreement shall be borne and paid by the Purchaser alone. The Promoter shall not be held liable and/or responsible for the same or any of them.
61. Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulatory Authority at Mumbai, as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations, thereunder.
62. 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 at Mumbai will have jurisdiction for this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO
(OF THE SAID PLOT)

ALL THAT piece or parcel of land or ground bearing Survey No.93/1/1, C.T.S. No. 1083, admeasuring 2899.6 Square Yards equivalent to 2424.5 Square Meters or thereabouts, of Village Mulund (East), Taluka-Kurla, in the Registration District and Sub- District of Mumbai City and Mumbai Suburban, situated at, Mithagar Road, Mulund (East), Mumbai-400 081 and bounded as follows that is to say:
On or towards the East : by CTS No.1081 & 1084;
On or towards the West : by Mithagar Road;
On or towards the North : by CTS No. 1082 and
On or towards the South : by CTS No. 1080.

SIGNED AND DELIVERED by the within named “PROMOTER”: M/S. KEY TECH THROUGH ITS AUTHORISED PARTNER

Signature MR. Authorised Partner JAYDEEP REALSPACE LLP	Photo	Left Thumb Impression
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In the presence of
1.
2.

SIGNED AND DELIVERED by the within named “PURCHASER”

Signature MR./MRS. _____	Photo	Left Thumb Impression
Signature MR./MRS. _____	Photo	Left Thumb Impression

--	--	--

In the presence of

1.

2.

R E C E I P T

(SUBJECT TO REALISATION OF CHEQUE)

RECEIVED from the withinnamed PURCHASER a sum of ₹/-
(Rupees only) being the amount
of earnest money by him/her/them paid to us as per the following particulars:

Sr. No.	Cheque No.	Dated	Drawn on Bank	Amount in ₹
TOTAL				

WITNESSES:
1.

2.

WE SAY RECEIVED
For M/S. KEY TECH

Authorised Partner
(PROMOTER)

DATED THIS DAY OF 202.....

M/S. KEY TECH Promoter
AND

MR./MRS.
.... Purchaser

AGREEMENT FOR SALE
of
Flat No. , A / B Wing, Floor,
“OM MAYURESH”
Mithaghar Road, Mulund (East),
Mumbai-400 081

Mehta & Co.,
Advocates & Solicitors,
S. P. Centre, 2nd Floor,
70, Nagindas Master Road,
For, Mumbai- 400 023.