

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at Mumbai, this ____day of June, 2017;

BETWEEN

M/S. SUPER CONSTRUCTION COMPANY, a partnership Firm, duly registered under the provisions of the Indian Partnership Act, 1932, through its partner, Shri Durgesh H. Singh, of Navi Mumbai, Indian Inhabitant, having its registered office at Mangal Murti, Plot No. 17, Sector-30, Sanpada, Navi Mumbai-400705, hereinafter referred to as **“the Promoters”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner) **OF FIRST PART;**

Sangam Annaya Developer Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at _____, hereinafter referred to as **“the Confirming Party”** (which expression, shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and permitted assigns) **OF THE SECOND PART;**

AND

MR./MS./M/S._____ having
address _____ at _____

_____ and hereinafter referred to as the **“the Purchaser/s”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in case of an individual, his/her/their heirs, executors, administrators and permitted assigns; in case of a limited company, its successors and permitted assigns; in case of

a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner; in case of a Trust the Trustees or Trustee of the said Trust, the survivors or survivor of them, his/her/their heirs, executors, administrators and permitted assigns) of the Third Part.

WHEREAS the Promoters are authorized to develop a plot of land, admeasuring about 2085.70 sq. mtrs., bearing C.T.S. No. 610 (Pt) of Saibaba Nagar, Aliyaware Jung Marg, Bandra [East], Mumbai- 400051, within the Registration District of Mumbai Suburban, hereinafter referred to as “**the said Property**” for the sake of brevity.

AND WHEREAS the said Property is occupied by the hutments/slum dwellers and the same is declared as slum, under the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971, censured slum, within the meaning of Rule-33 (10) of the Development Control Regulations for Greater Mumbai, 1991.

AND WHEREAS the said Property is occupied by the slum dwellers and the said slum dwellers have formed a Co-operative Housing Society and the said pursuant thereto S.R.A. has issued a letter dated 26th June, 2012, the copy of which is annexed herewith, as **Annexure-A**.

AND WHEREAS the Ad-hoc Committee of the proposed Housing Society of 11 occupants was formed for the development of the said Property under the scheme of S.R.A. with the prior permission, sanctioned of the said project by the concerned authority and department and the members of the said committee have given their free consent, by way of declaration and passed resolution unanimously to that effect to appoint a fit and proper developer, who shall agree to develop said property under S.R.A. Scheme and policy of the State Government of Maharashtra.

AND WHEREAS the said Property is agreed to be developed by constructing 2 buildings, one for providing permanent accommodation for the occupants of the said slum dwellers on ownership basis and each occupant shall get a tenement of area of 25 sq. mtrs., carpet, free of costs and another building for sale to be constructed by the Promoters for its/their exclusive benefit towards recovery of the costs of construction and towards handing over of free of cost tenements/Units/Flats to slum occupants; the portion/share of F.S.I. consumed in the saleable building as per Slum Rehabilitation Scheme, the Promoters will be entitled to sale Units/Flats of saleable building in open market, to any person or persons of its/ their choice and price.

AND WHEREAS the Promoters gave its offer/ proposal to the Ad-hoc Committee of slum occupants and also explained about the scheme and its benefits to the slum dwellers and considering the proposal and offer made by the Promoters, the Ad-hoc

Committee and as per the understanding with the occupants of the said slum agreed for the development of the said Property and the shifting of the slum dwellers to transit camp during the period of development of the same, as per the policy, terms and conditions of Slum Rehabilitation Authority and Municipal Corporation of Greater Mumbai.

AND WHEREAS the occupants, slum dwellers on approval of scheme and the permission of Slum Rehabilitation Authority [S.R.A.] have formed the Society in the name and style of “Ganesh Darshan S.R.A. CHS Ltd”, registered under the Maharashtra Co-op. Societies’ Act, 1960, vide Registration No. MUM/SRA/454/ (7-C)/12/82/2012 dated 20-04-2012, consisting of 100 members.

AND WHEREAS a Development Agreement dated 24th January, 2009, executed between the Society and the Promoters M/s. Super Construction Company, the Society appointed the Promoters, as its Developer to develop the said Property in accordance with the terms and conditions as contained in the said Development Agreement and in accordance with the scheme as may be sanctioned by S.R.A., simultaneously upon execution of the said Development Agreement, the Society has also executed a Power of Attorney in favour of the Promoters inter-alia authorising the Promoters to do such acts, deeds, matters and things, as contained in the said Power of Attorney; The Promoters hereby agree, declare and confirm that the said Development Agreement dated 24th January, 2009 and the Power of Attorney dated 30th January, 2009 executed by the Society of the slum dwellers, in favour of the Promoters, is valid subsisting and binding upon the parties thereto and the Promoters have not received any communication/letter either terminating or cancelling the said Development Agreement and the said Power of Attorney.

AND WHEREAS in pursuance to the Development Agreement and Power of Attorney dated 24th January, 2009 and 30th January, 2009 respectively, between Mr. J.B. Karangutkar and Others, as members of the Ganesh Darshan Co-op. Housing Society Ltd. and the Promoters M/s. Super Construction Company, the Promoters are having absolute authority and power to develop the plot of land bearing C.T.S. No. 610 (Pt) under S.R.A., situated at Saibaba Nagar, Aliyaware Jung Marg, Bandra [East], Mumbai- 400051 and to sale Units/Flats of the saleable building to be constructed out of the benefit in consideration of the Unit/tenements agreed to be provided free of costs to the slum dwellers, having their structures on the said Property and recognized by the S.R.A. and Collector.

AND WHEREAS the Promoters upon execution of the Development Agreement and Power of Attorney dated 24th January, 2009 and 30th January, 2009 respectively, executed between the Society and its’ members and the Promoters, have put up the building plan through its Architect M/s. Dhaneshwar Pakhare and Associates, before

the Competent Authority for its approval and the same has been approved by the concerned department, Engineering Section of Slum Rehabilitation Authority, under sign and seal of the Executive Engineer (S.R.A.) vide intimation of approval under sub-regulation 2.3 of Appendix-IV of DCR No. 33 (10) dated 15th October, 1997 for Brihan Mumbai, dated 27th January, 2012 and amended I.O.A. dated 16th July, 2014 and Commencement Certificate Mo. SRA/ENG/2813/HE/STGL/AP dated 10th September, 2012. The said permission Commencement Certificate granted under its Application No. 2706 dated 25th October, 2012 for rehab building and re-endorsed as per amended plan dated 16th July, 2014, for composite sale of the building, subject to compliance of conditions mentioned in I.O.A. issued under No. SRA/ENG/2814/HE/STGL/AP dated 27th June, 2012 and Commencement Certificate re-endorsed as per amended plan dated 16th July, 2014, for construction of composite building, copy of the same is collectively annexed herewith as **Annexure-B**.

AND WHEREAS while sanctioning the said Plan for the said building, the concerned local authorities and/or government has laid down certain terms and conditions, stipulations and restrictions, which are to be observed and performed by the builders/developers while developing the said property under SRA Scheme and the said building and upon the due observance and performance of which only, occupation and Completion certificate in respect of the said building shall be granted by the concerned authority. Copy of the said plan is annexed herewith as **Annexure-**.

AND WHEREAS the Promoters have commenced construction of the said building in accordance with the said plan.

AND WHEREAS the said plan approved and sanctioned for the development of the said Property and housing occupants of the said slum for accommodating existing 100 occupants who are the members of the said Society and building, which is saleable for the benefit of the developer in consideration, compensation for handing over of Units/Tenements to the occupants of the slum dwellers under the scheme free of costs and the saleable building to be constructed by the Promoters for its exclusive benefits and/or their nominee by sale of Units/premises/flats, therein to the purchasers of its choice and price.

AND WHEREAS as per permission granted by the Slum Rehabilitation Authority, vide its letter bearing No. SRA/ENG/2168/HE/LOI dated 29th September, 2011 and Commencement Certificate dated 27th August, 2014 and sanctioned plan I.O.A. dated 16th July, 2014, the total saleable Floor Space Index (F.S.I.) for the saleable building is of 3523.95 sq. mtrs. and permission granted for construction of the said building consisting of lower basement, upper basement, stilt plus 16th floors storied residential flats;

AND WHEREAS the Promoters, by way of execution of Development and Power of Attorney dated 26th May, 2012 and 03rd August, 2012 respectively have agreed to assign and to share the development rights and benefit of the said Property in the ratio of 50:50 with M/s. VEDETTE DEVELOPERS PVT. LTD., a company incorporated under the Companies Act, 1956, having its office at 9 &104, Prathamesh Leela, Opp. Don Bosco School, Gorai Road, Borivali [West], Mumbai- 400092, more particularly on the terms and conditions agreed therein. The said Development Agreement is duly stamped and registered with the concerned Sub-Registrar of Assurance of Mumbai, vide Sr. No. _____;

AND WHEREAS as per the Development Agreement and Power of Attorney dated 24th January, 2009 and 30th January, 2009 executed between the Ad-hoc Committee of the Society Ganesh Darshan CHS Ltd., the Promoters, the Promoters are entitled for benefit of S.R.A. to develop the said Property and/or to share the said benefit nominating, appointing sub-developer of its choice;

AND WHEREAS the Promoters have shared its benefits under the S.R.A. Scheme with the M/s. VEDETTE DEVELOPERS PVT.LTD., in the ratio of 50:50, as per sanctioned plan and I.O.A., both dated 16th July, 2014, the total area comes to 29,546 sq. ft. inclusive of staircase, lift shaft, common passage and balconies and each of them are entitled to share the total area of saleable building, being 29, 546 sq. ft., saleable built-up each (inclusive of staircase, lift shaft, common passage and balconies) and also equally entitled to basement and stilt under elevated R.G. and also in open compound of the building and further both the parties of the said Development Agreement, are entitled to sale their share of Units/Flats in open market to any person/persons of its/their choice, without any dispute by other side;

AND WHEREAS the Promoters are entitled to sale the Units/Flats on 1st, 2nd, 5th, 6th, 9th, 10th, 13th and 14th floors respectively, in the saleable building of the project.

AND WHEREAS the copies of certificate of title issued by the Advocate of Developer Mr. Ajit V. Singh of Ajit Singh and Associates (Advocate and Legal Consultants) having office at 116/117, on on 1st floor, Sai Chambers, Plot No. 44, Sector-11, C.B.D., Belapur, Navi Mumbai, Taluka and District- Thane, showing the nature of the title of the Promoters to develop the said Property on which proposed building and Units/Flats are to be constructed and to be purchased by the prospective purchasers, has been annexed hereto annexed and marked **Annexure-C**.

AND WHEREAS the Purchaser/s have demanded inspection of the documents and title from the Promoters and the Promoters have given inspection to the Purchaser/s of all the documents of the title relating to the said property, land,

Development Agreement, Power of Attorney dated 24-01-2009 and 30-01-2009 executed between Society and the Promoters and copy of Development Agreement dated 26-05-2012 executed between M/s. Super Construction Company, Party of the One Part and M/s. VEDETTE DEVELOPERS PVT. LTD., and the Plans, designs, specifications prepared by the Architect M/s. Dhaneshwar Pakhare and Associates and copy of order permission granted by the Slum Rehabilitation Authority, Brihan Mumbai Mahanagar Palika and the Party of the Other Part is fully conversant with the terms and conditions contained therein and the Party of the One Part has agreed to give on demand the true copies thereof to the Party of the Other Part at reasonable charges;

AND WHEREAS the Promoters are entering into separate Agreement in a form similar to this Agreement, with such changes and alterations, as they deem fit with several other persons and parties who may agree to take up and acquire flats in the said building on ownership basis, on the same terms and conditions, as are contained therein, except and subject to such modification as may be necessary or considered desirable or proper by the Promoters;

AND WHEREAS the Promoters have allotted Flat No. _____ admeasuring ____Sq.mtrs _____ sq. ft. (carpet area) as per RERA on ____ floor of the free sale building known as “NERO” **(the New Building)** and car 2 parking spaces, in upper lower basement, bearing Nos. ____ and ____ of the New Building being constructed by the Promoters and M/s. VEDETTE DEVELOPERS PVT. LTD. to the Confirming Party for a consideration of Rs. _____ and the Confirming Party has paid a sum of Rs. _____ to the Promoters to purchase and acquire the said Flat and Car Parks.

AND WHEREAS the Purchaser/s is/are desirous of purchasing residential premises from the Promoters and the Confirming Party hereby have agreed to assign their right, title and interest in Residential Flat No. ____ admeasuring _____sq. mtrs. (carpet area) equivalent to _____sq. mtrs. (carpet area) on the ____ floor of New Building being constructed on portion of the said Property together with covered parking spaces bearing Nos. ____ and ____ situate at basement/____podium of the New Building, for consideration and on terms and conditions as set out hereinafter and had requested the Promoters for allotment of the same. Copy of the Typical Floor Plan of the said Flat is annexed hereto and marked **Annexure -D.**

AND WHEREAS under Section 4 of Maharashtra Ownership Flats (Regulations of the promotions of constructions, sale management and transfer) Act , 1963 (MOFA) and Section 13 of The Real Estate(Regulation and Development) Act 2016, the Promoters are required to execute a written Agreement for Sale of the said Flat with the Purchaser/s and such Agreement is required to be registered under the Registration Act, 1908.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____.

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

1. The parties herein agree and declare that the recitals as incorporated hereinabove shall form an integral part of the operative part of this Agreement.
2. The Promoters shall construct the New Building consisting of ground and at least ____ floors on the portion of the said Property in accordance with the approved plans, specifications, designs and elevations which have been seen and approved of by the Purchaser/s with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned local authority / the Government to be made in them or any of them:

Provided that the Promoters shall have to obtain prior consent in writing of the Purchaser/s in respect of only such variation or modifications which may adversely affect the said Flat.

3. The Promoters have informed the Purchaser/s and the Purchaser/s are aware that, the Promoters intend to submit revised plans with respect to the New Building modifying and/or altering the IOA, CC and/or the sanctioned plans, as the case may be in the event additional FSI is granted in respect of the said Property. The effect of such modified and/or altered plans may be that the New Building will/may consist of certain additional floors over and above 14 floors proposed to be constructed as per the sanctioned plans. In view of the aforesaid, the Promoters shall, however, be entitled to construct additional upper floors, as the Promoters may in law be now entitled to or in future become entitled to, with the approval of the appropriate authorities.
4. The Promoters and Confirming Party hereby agree to sell, transfer, convey and assign their respective right, title and interest to the Purchaser/s, and the Purchaser/s hereby agree(s) to purchase from the Promoters and Confirming Party, residential premises bearing Flat No. ____ admeasuring _____sq. mtrs. (carpet area) equivalent to _____sq. feet (carpet area) as per RERA (“the said Flat”) on the ____ floor of Free Sale Residential Building known as “NERO”

being constructed on portion of the said Property and allot covered parking spaces bearing No. ____ situate at basement/____podium of the New Building and more particularly described in the **Second Schedule** hereto for a total consideration of Rs.[_____] /- (Rupees [_____] Only) (“**the said consideration**”).

5. The Purchaser/s has/have on or before execution of this Agreement paid a sum of Rs. _____/- (Rupees _____ only) to the Confirming Party and the Promoters confirm to such payment being made by the Purchaser/s to the Confirming Party and the same is valid discharge for the payment in respect of the said Flat. In the event, the Purchaser/s deduct/s Tax at Source (“**TDS**”) from the said consideration, the Purchaser/s shall pay the tax deducted to the government and deliver the relevant document i.e. TDS certificate/Form 16A/Challan, relating to such payment as per the provisions of the Income-tax Act, 1961 to the Confirming Party.
6. The price of the said Flat is inclusive of the consideration for the proportionate share of the limited common areas and facilities. The nature, extent and description of the limited common areas and facilities are more particularly listed out in **Annexure - ‘__’** hereto.
7. The fixtures, fitting and amenities to be provided by the Promoters in the said Flat are those that are set out in **Annexure - ‘G’** hereto.
8. The Purchaser/s shall use the said Flat or any part thereof or permit the same to be used only for purposes for which it is permitted to be used under this Agreement i.e. residential use only.
9. In the event of the Purchaser/s committing any delay or default in making payment of any of amount due or payable by the Promoters under this Agreement (including the Purchaser’s proportionate share of rates, taxes, cesses and assessments levied or imposed by concerned local or Government Body or authority and all other outgoings). If the Purchaser/s still default(s) to rectify such default or breach within the said 15 (fifteen) days period, the Promoters shall issue a reminder to the Purchaser/s to rectify the breach or default committed by him/her/them/it. Despite the reminder letter, the Purchaser/s default(s) in rectifying the breach or default, the Promoters shall issue another reminder and despite receipt of the second reminder letter if the

Purchaser/s fail(s) to rectify the breach or default, then the Promoters interest which shall be the Prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2%thereon till such payment is made/realized.

10. The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authorities and/or Government bodies at the time of sanction of the building plans or thereafter and shall, before handing over possession of the said Flat to the Purchaser/s, obtain from the concerned local authority, an occupation and/or completion certificate(s) in respect of the said Flat.
11. The New Building shall be constructed under the supervision of the Architects and in accordance with the sanctioned building plans as aforesaid and shall contain specifications, fixtures, fittings and amenities and the Purchaser/s hereby confirm(s) that the Promoters shall not be liable to provide any specifications, fixtures, fittings and amenities in the said Flat other than those set out in the said **Annexure -‘__’**.
12. The Promoters hereby declare that the Floor Space Index (“FSI”) available in respect of the said Property has been utilized / shall be utilized by the Promoters for the construction of the Rehabilitation Building and New Building and the Promoters shall be entitled to use the surplus FSI, if available, on the said Property or elsewhere and for any purpose whatsoever.

In case the said FSI has been utilized or is likely to be utilized by the Promoters elsewhere, then the Promoters shall not be liable to furnish to the Purchaser/s all or any particulars in respect of such utilization of FSI by it. In case while developing the New Building, the Promoters have utilized any FSI of any other land or property by way of floating FSI, the particulars of such FSI are not required to be disclosed by the Promoters to the Purchaser/s. The residual FSI in the plot or the layout not consumed will be available to the Promoters.
13. The Purchaser/s acknowledge(s) that the sanctioned plans, designs and plans may require amendments from time to time and that the scheme of development proposed in respect of the New Building to be carried out by the Promoters on the said Property may be carried on over a period of time. The Purchaser/s hereby agree(s) and confirm(s) that, he/ she/ they/ it has/have no objection to the Promoters making, and implementing such amendments.

14. The Purchaser/s acknowledge(s) that, prior to entering into this Agreement, the Promoters have informed the Purchaser/s that the Promoters intends to submit revised plans for the said Property and the New Building modifying and altering the sanctioned plans and that consequent thereto the New Building may consist of additional floor(s) after obtaining necessary consent. The Purchaser/s agree(s) that the Promoters have entered into this Agreement with the Purchaser/s on an express representation made by the Purchaser/s that he/she/they/it shall not object or dispute to the Promoters modifying and/or altering the sanctioned plans and to the construction of the additional floor(s) or part(s) thereof to the New Building, by the Promoters on any grounds or reasons whatsoever, including nuisance, annoyance, etc. if any, and the Promoters shall be entitled, either by themselves or through their nominee/s, to construct and complete the said additional floor(s), on the New Building as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser/s. The Purchaser/s hereby irrevocably consent(s) to what is stated herein and such consent shall be deemed to be consent by the Purchaser/s as required under the provisions of MOFA and RERA and the Promoters shall not be required to obtain any further consent, concurrence and/or approval in any manner whatsoever of the Purchaser/s at the time of altering/ amending /modifying and /or submitting /re-submitting, as the case may be, the sanctioned plans for the New Building.
15. It is hereby agreed and confirmed by the Purchaser/s and the Promoters/s hereby irrevocably consent(s) that, the Promoters is fully entitled to use and consume the entire FSI in respect of the said Property and / or which may be available at present or in future including by way of amendment to the rules, regulations, bye-laws and statute governing the said Property or in lieu thereof as also FSI which may be acquired/may have already been acquired as compensation for any area under setback or reservation in any form along with top floor, terrace, parking space(s) of the new building(s), which shall come into existence hereafter. The aforesaid FSI is also deemed to include FSI in respect of staircase, passage, lift, basement, stilt, etc. of the New Building. It is specifically agreed between the parties hereto that if anytime hereinafter there is any increase in FSI available in respect of the said Property, The FSI of any nature whether available at present or in future and/or additional construction/s shall always be the property of the Promoters who shall be at liberty to use, deal with, dispose of, sell and transfer the same in any manner the Promoters may choose. The Purchaser/s hereby admit(s) and

acknowledge(s) the Promoters 's aforesaid right and shall not at any time raise any claim, dispute, objection or contention whatsoever in that behalf and hereby unconditionally and irrevocably consent(s) to the same being done by the Promoters .

16. It is hereby agreed and confirmed by the Purchaser/s and the Purchaser/s hereby irrevocably consent(s) that the Promoters shall be entitled to develop the said Property, by acquiring Fungible FSI, Premium FSI, TDR benefits for use with respect to the same and / or generating TDR with respect to the same. The Promoters shall be entitled to all the benefits arising out of the development of the said Property including but not limited to FSI, Fungible FSI, Premium FSI, TDR benefits and/ or any other benefits which may be available and/or become available at a later date,. It is expressly agreed and understood between the Parties hereto that the Promoters shall be at liberty to develop the said Property in any manner whatsoever including but not limited to merging, amalgamating, clubbing and/or by subdividing the said Property as the case may be with any other property/ development scheme and/or as an integrated / phase wise development, as the case may be after obtaining necessary consent..
17. It is hereby agreed that the right of the Purchaser/s under this Agreement is only restricted to the said Flat and the amenities attached thereto and set out herein, and that all the other premises and portion or portions of the New Building and/or the said Property shall be the sole property of the Promoters and the Promoters shall be entitled to develop and/or deal with the same in any manner deemed fit by it, without any reference or recourse to or consent or concurrence from the Purchaser/s in any manner whatsoever. The Purchaser/s hereby confirm(s) and irrevocably consent(s) to the right of the Promoters to develop and/or deal with the New Building and / or the said Property in the manner deemed fit by the Promoters without any further or other consent or concurrence of the Purchaser/s and henceforth shall not be required to obtain any further consent, concurrence and / or approval in any manner whatsoever of the Purchaser/s.
18. Upon payment of the entire said consideration and all amounts due and payable by the Purchaser/s to the Promoters in terms of this Agreement, the Promoters shall give possession of the said Flat to the Purchaser/s by [_____] . If the Promoters fails or neglects to give possession of the said Flat to the

Purchaser/s on account of reasons beyond their control and of their agents, as per the provisions of Section 8 of MOFA, by the aforesaid date or dates prescribed in Section 8 of MOFA, then the Promoters, if the Purchaser/s intends to withdraw from the Project, shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the said Flat with simple interest at the rate of State Bank of India highest Marginal Cost of Lending Rate plus two percent as specified under RERA from the date the Promoters received the sum till the date the amounts and interest thereon are repaid. In the event the Purchaser/s does/do not intend to withdraw from the project, the Promoters shall pay to the Purchaser/s interest as specified under RERA being State Bank of India highest Marginal Cost of Lending Rate plus two percent on the consideration amount paid by the Purchaser/s, for every month of delay, till the handing over of the possession.

Provided that, the Promoters shall be entitled to reasonable extension of time for giving possession of the said Flat on the aforesaid date, if the completion of the New Building in which the said Flat is to be situated is delayed on account of:

- (i) non-availability of steel, cement, other building material or labour at market competitive prices;
- (ii) war, civil commotion, strikes of workmen or labourers or other persons, transport strike or an act of God, irresistible force or reasons beyond the control of or unforeseen by the Promoters;
- (iii) any legislation, notice, order, rule, circular, notification of the Central/State Government, MCGM and/or other public or other competent authority or Court or injunction or stay or prohibitory orders or directions passed by any Court, Tribunal Body or Authority;
- (iv) delay in issuing any permission, approval, NOC, sanction and/or building occupation certificate by the concerned authorities;
- (v) force majeure or any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by the Promoters, which may prevent, restrict, interrupt or interfere with or delay the construction of New Building;

- (vi) delay in securing necessary permissions or completion/occupancy certificate from the competent authorities or water, electricity, drainage and sewerage connections from the appropriate authorities, for reasons beyond the control of the Promoters; and
 - (vii) any other forces or reasons beyond the control of the Promoters.
19. The Promoters may complete the New Building or any part or portion thereof and obtain part completion or part occupation certificate thereof and give possession of the said Flat therein to the Purchaser/s and other flats to the Purchaser/s of such premises and the Purchaser/s herein shall have no right to and will not object to the same and the Purchaser/s hereby give(s) his/their specific and irrevocable consent to the same. If the Purchaser/s is/are offered possession of the said Flat in such completed part or portion of the New Building, the Promoters and/or their agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work of the New Building in which the said Flat is situated and if any inconvenience, hardship, disturbance or nuisance is caused to the Purchaser/s, the Purchaser/s shall not be entitled to protest, object to or obstruct the execution of such work nor shall the Purchaser/s be entitled to claim any compensation and/or damages and/or to complain for any inconvenience hardship, disturbance or nuisance which may be caused to him or any other person.
20. The Purchaser/s shall take possession of the said Flat within 15 (fifteen) days of the Promoters giving written notice to the Purchaser/s intimating that, the said Flat is ready for occupation and use.
21. At the time of taking possession of the said Flat and in any event, within 15 (fifteen) days of the receipt of the written notice from the Promoters to the Purchaser/s intimating that the said Flat is ready for occupation and use as per Clause 19 hereinabove, the Purchaser/s shall fully satisfy himself/herself/themselves with regard to the amenities provided in the said Flat and acknowledge in writing to that effect to the Promoters and the Purchaser/s shall not be entitled, at any time thereafter, to raise any dispute, objection or contention whatsoever in that behalf.
22. If within a period of 5 (five) years from the date of handing over the said Flat Apartment to the Purchaser/s, the Purchaser/s bring(s) to the notice of the

Promoters any structural defect in the said Flat or the building in which the said Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the said Flat shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under RERA.

Provided that no such compensation would be payable to the Purchaser/s if the defect is found on account alterations and additions made by the Purchaser/s to the said Flat in contravention of the approved plans.

23. Commencing on the expiry of the 15 (fifteen) days from issue of the notice in writing by the Promoters to the Purchaser/s that the said Flat is ready for occupation and use, the said Flat shall be at the risk of the Purchaser/s (irrespective of whether possession of the said Flat is actually taken by the Purchaser/s or not) in all respects, including loss or damage arising from the destruction, deterioration, injury or decrease in value of the said Flat. It is agreed that irrespective of whether possession of the said Flat is actually taken or not by the Purchaser/s, the Purchaser/s shall be liable to bear and pay to the Promoters his/her/its/their proportionate share of all outgoings in respect of the said Property including the land and building structure thereon, including repairs to the exterior and interior of the New Building (but excluding the interior of the said Flat, hereby agreed to be sold to the Purchaser/s) all rates, taxes, cesses, assessments, betterment charges, levies and all other impositions made by the competent local or public bodies or authorities and/or Government (State or Central) water charges, insurance, common lights and repairs and salaries of employees, clerks, bill collectors, chowkidars, sweepers and electricity, gas and telephone cables, waterlines, drainage lines, sewerage lines and all other expenses and outgoings necessary and incidental to the management, administration and maintenance of the said Property and the New Building.
24. The Purchaser/s shall pay to the Promoters such proportionate share of all outgoings as may from time to time be estimated or determined by the Promoters. Such proportion shall be determined by the Promoters on the basis of the area of each of the flats in the New Building. The Purchaser/s further agree(s) that till the Purchaser's(s') share is so determined, the Purchaser/s shall, from the date of the said intimation, regularly pay to the Promoters, the provisional monthly contribution of Rs. _____/- (Rupees _____only) towards all outgoings or such other amounts as may be

communicated, from time to time, by the Promoters to the Purchaser/s in writing all outgoings and such payments shall be promptly made by the Purchaser/s in advance to the Promoters. The Purchaser/s agree(s) and undertake(s) to pay to the Promoters the estimated, provisional, 12 (twelve) months' contribution towards all outgoings at the time of taking possession of the said Flat and shall not withhold or fail to pay the same or any part thereof for any reason whatsoever. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and shall remain with the Promoters and shall be utilised by them for meeting all outgoings. If any balance amount is left over with the Promoters, the said sum shall be paid over by the Promoters to the Society or association of flat purchasers or Limited Company (hereinafter referred to as the **"said Organisation"**) which may be formed, as hereinafter provided for maintenance of the New Building.

25. The Purchaser/s along with the other purchasers of premises in the New Building shall join in forming and registering the Society or association of flat owners or Limited Company or Condominium to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and /or membership and other papers and documents necessary for the formation and registration of the Society or Limited Company or an association or Condominium of Flat owners and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within 15 (fifteen) days of the same being forwarded by the Promoters to Flat Purchasers, so as to enable the Promoters to register the organization of the Flat Purchasers under Section 10 of MOFA, within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of the Construction, Sale, Management and Transfer) Rules, 1964 or under Section 11 (4) (e) of RERA, within the time limit prescribed by Rule 9 of the Maharashtra Real Estate (Regulation and Development (Registration of Real Estate Projects, Registration of real estate agents, rate of interest and disclosure on website) Rules, 2017 which ever is earlier . No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association or Declaration, as may be required by the Registrar of Co-operative Societies or the Registrar appointed under the Apartment Ownership Act or the Registrar of Companies, as the case may be, or any other Competent Authority.
26. The New Building (in which the said Flat is situate) shall always be known by the name '_____' or by such name as the Promoters may decide and such

name shall not be changed at any time in future without the prior written permission of the Promoters. The covenant contained in this clause shall be binding upon the Purchaser/s and his/her/their/ its successors-in-interest and assigns.

27. Subject to what is stated herein, the Promoters shall transfer to the said Organisation the right, title and the interest of the Promoters in the said Property together with the New Building by executing the necessary conveyance of the said Property and the New Building in favour of the said Organisation within 3 (three) months of its formation, as the case may be and such conveyance shall be in keeping with the terms and provisions of this Agreement.
28. After the formation of the said Organisation and upon conveyance of the New Building and the said Property in favour of the said Organisation, the rights of the flat purchasers will be recognised and regulated by the provisions of the said Organisation.
29. The Purchaser/s shall be liable and hereby expressly agree(s) to bear and pay all applicable existing and future taxes, including, but not limited to, service tax/ value added tax /work contract tax/goods and service tax and / or other associated taxes/ charges and/ or levies that may be imposed if any, whether payable in the first instance or otherwise and all increases therein which are/ may be levied or imposed by the concerned local authorities and/or Government and/ or public bodies or authorities with respect to the construction of the New Building and the said Flat and/ or arising out of the said Agreement. Further, in the event of any new category of tax, cess is introduced at any stage which is not in force at present and made leviable in future under any head with respect to the said Flat and /or arising out of the this agreement, then the same shall be borne exclusively by the Purchaser/s.
30. The Purchaser/s hereby agree(s) that after possession of the said Flat is given or deemed to be given to the Purchaser/s in accordance with Clause ___ hereinabove, any amount including all outgoings which becomes due or payable by the Purchaser/s to the Promoters under this Agreement and also in the event of any amount by way of rates, taxes, cesses, assessments, land revenue, premium, betterment charges, development tax, or any other tax, levy, payment, imposition or assessment, whatsoever, by whatever name called

under any Act (State or Central) becomes due or payable on the said Property to the Government (State or Central) or to the MCGM or other local or public bodies or authorities, the Purchaser/s shall be liable to bear and pay his/her/their/its share thereof in proportion to the percentage of undivided share in the common areas and facilities calculated in the manner prescribed under the MOFA read with the Rules and under the RERA read with the Rules. The amount so determined from time to time by the Promoters shall be final and binding on the Purchaser/s who shall pay the same (without any deduction) to the Promoters forthwith, upon demand in writing by the Promoters and without raising any dispute, contention or objection, whatsoever. In the event of default by the Purchaser/s in the payment of any sum due or payable under this Agreement, the Purchaser/s shall pay interest as specified under RERA being State Bank of India highest Marginal Cost of Lending Rate plus two percent on such sum for the period from the due date for such payment until actual payment. This shall be without prejudice to all other rights and remedies that the Promoters may have in law against the Purchaser/s.

31. Until the Deed of Conveyance or other appropriate deeds and documents in respect of the said Property and the New Building are executed by the Promoters in favour of the said Organisation, the Promoters shall at all times have the sole control and full authority in respect of all matters concerning the said Property and the New Building and further constructions and completion thereof and in particular, the Promoters shall have absolute authority and control as regards the unsold built up and /or unsold built up space including the terrace, flats, stilt car parking spaces, covered car parking spaces in the said Property and the New Building and the disposal thereof and the right to determine the consideration for which the same is sold or disposed of, as also the entitlement of any further FSI. Until the said Conveyance and other appropriate deeds and documents are executed, the Promoters will also control the management and administration of the said Property and the New Building, and open spaces, recreation ground and all other amenities and facilities, realization of all outgoings and the disbursement of payments made by the Purchaser/s and other Purchasers and the Purchaser/s shall not be entitled to and will not, at any time, raise any objection to or dispute the aforesaid rights of the Purchaser/s. It is further agreed that, until the said Conveyance and other appropriate deeds and documents are executed as aforesaid the Purchaser/s shall pay to the Promoters or to such person as the Promoters may, from time to time, nominate or appoint, all amounts agreed to be paid by the Purchaser/s under this Agreement. The Promoters shall always be entitled to

sell, let, sublet, lease, give on leave and licence, or under any arrangement to persons of their choice or to use in such manner as it may deem fit any of the unsold premises including terrace, flats, stilt car parking spaces, covered car parking spaces and open car parking spaces and to receive consideration, but the Promoters and/or their respective successors in interest shall be liable to pay all rates, taxes, cesses, assessments and outgoings in respect of such unsold premises.

32. The Promoters shall be free to construct on the said Property, at such locations as it may, from time to time, decide any additional structures, like substations for electricity or office for management of the said Property and to build underground and overhead tanks, structures for watchman, cabin, toilet units for domestic servants/watchmen, septic tanks, soak pits, satellite cable, Television antenna, receiving dish for electronic, radio, broadband communication, transformers, surveillance compass, other security and safety gadgets and such or similar other structures, the locations of which are not particularly marked or shown in the building plans or layout plans and lay in, through or under or over said Building and /or the said Property, as the case may be, or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, rain-water harvesting arrangement, tube well and other devices etc., belonging to or meant for the New Building which is to be developed and constructed by the Promoters on the said Property after obtaining necessary permission / consent for the same.. The Purchaser/s shall not interfere with the said rights of the Promoters or obstruct the exercise of such rights whether by raising any dispute or court proceedings, seeking injunctions or prohibitory orders of any court, tribunal, body or authority or under any provision of law or otherwise, whatsoever. The Promoters shall always be entitled and the Purchaser/s hereby expressly authorize(s) it to sign on behalf of the Purchaser/s any undertakings and indemnities as may be required by MCGM or any other State or Central Government or Competent Authorities under any law concerning the construction of the New Building or for implementation of their scheme for development of the New Building. The MSEB / Reliance Energy / Tata Power / BEST may require that, a space for a sub-station be provided to them on the said Property and the Promoters shall be entitled to execute necessary documents in this connection. The Purchaser/s shall not raise any objection or obstruct the putting up and construction of the electric sub-station and its allied constructions, pipes and boxes for electric meters and other structures in this connection and shall extend full co-operation and assistance as may, from

time to time, be necessary in this respect, as per the rules and requirements of such electrical undertaking or similar bodies.

33. It is expressly agreed by the Parties hereto and the Purchaser/s hereby irrevocably consent(s) and agree(s) that, till the conveyance of the New Building and the said Property in favour of the said Organisation, the Promoters shall be entitled to retain the right and shall have the irrevocable right and shall at all times be fully and sufficiently entitled to the use and/or allow third parties to use any part of the New Building including the terrace and / or any other part of the New Building for the installation of cables, satellite equipment, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment, hoardings etc. and for that purpose the Promoters are fully authorized and entitled to carry out or allow temporary or permanent construction or erection to be carried out on any part of the New Building including the terrace and / or any other part of the said Property. The Purchaser/s agree(s), acknowledge(s) and confirm(s) the same and hereby agree(s) and undertake(s) not to disturb, obstruct or raise any claim dispute or demand whatsoever in this respect.
34. The Purchaser/s (in case of a partnership firm) has furnished a copy of the partnership deed and the names and addresses of the present partners and undertake(s) to furnish in writing to the Promoters the names of partner/s for the time being constituting the firm, in the event of there being any change therein. In case the Purchaser/s is/are a Company then the copy of Memorandum and Articles of Association of the Company and a board resolution authorizing the signatory to sign and execute this Agreement for Sale on behalf of the Company shall be furnished to the Promoters before execution of this Agreement. In case the Purchaser/s is/are Trust, the Purchaser/s has/have furnished a copy of Trust Deed and the names of all the Trustees and the Beneficiaries under the Trust.
35. The Purchaser/s has/have thoroughly investigated and verified the title of the Promoters to the said Property and the said Flat and is/are fully and completely satisfied that the title of the Promoters to the said Property and the said Flat is clear and marketable and free from encumbrances and that the Promoters have the right to construct the New Building and the said Flat on the said Property. The Purchaser/s has/have inspected the original title documents

in relation to the said Property and have also independently investigated the title of the Promoters to the said Property.

36. The Purchaser/s shall, on the execution hereof pay to the Promoters the following non-refundable amounts. Such amounts shall not carry any interest.

Sr. No.	Particulars	Amount
1.	Towards installation of transformers, electric meters, water meters, etc.;	Rs.
2.	Towards share money/application/entrance fee of the said Organisation	Rs.
3.	Towards formation and registration of the said Organisation	Rs.
4.	Towards refundable Corpus Fund of the said Organisation	Rs.
5.	Towards proportionate share of maintenance / monthly outgoings (including municipal tax) for 12 months (estimated at the rate of Rs. _____/- per month);	Rs.
6.	Towards installation of gas connection, telephone connection, intercom connection, etc.	Rs.
7.	Towards legal charges for preparation of this Agreement and all other deeds, documents in connection with the transactions contemplated herein and other formalities related thereto.	Rs.

37. Provided however that the amount of monthly outgoings as mentioned in clause 38 (6) has been calculated assuming that the applicable municipal tax will be Rs. _____ /- (Rupees _____ only) per sq. ft., however, in case of change in the amount of municipal tax, the amount payable will be demanded/adjusted accordingly. In the event of, any additional amounts becoming payable in respect of the aforesaid items, the Purchaser/s shall forthwith on demand pay and/or deposit the difference with the Promoters. The said deposits shall not carry any interest.

38. The Promoters shall maintain separate accounts, as required under MOFA and RERA, in respect of the sums received from the Purchaser/s by way of deposits, share capital for the promotion of the said Organisation or towards the outgoings and shall appropriate the said amounts for the purposes for which they are received. Subject as aforesaid, it is agreed that, after the said Organisation has been formed and the New Building shall have been transferred and/or conveyed to the said Organisation, the Promoters shall hand over the said deposits or the balance thereof to the said Organisation.
39. It is agreed that, the Promoters shall be entitled to invest the aforesaid amount of corpus fund as mentioned in Clause 38 (4) paid by the Purchaser/s to the Promoters towards the Corpus Fund, as the Promoters may deem fit and proper. After the said Organisation is formed, the Promoters shall transfer the Corpus Fund to the said Organisation. Any cost incidental to such transfer of the Corpus Fund shall be borne by the said Organisation and the Promoters shall be entitled to adjust with the amounts that the Promoters shall handover to the said Organisation.
40. All costs, charges and expenses in connection with the formation of the said Organisation, including costs of preparing, engrossing, stamping and registering all the agreements, deeds of assignment or any other document or documents required to be executed by the Promoters and by the Purchaser/s, as well as the entire professional costs of the attorneys of the Promoters for preparing and approving all such documents shall be borne and paid by the Purchaser/s and the said Organisation, as aforesaid, and/or proportionately by all the holders of the flats etc. in the New Building. The Promoters shall not be liable to contribute anything towards such expenses. The Purchaser/s hereby indemnify/ies and keep/s indemnified and saved harmless the Promoters against the same.
41. It is further agreed, confirmed and covenanted between the Parties hereto that the Purchaser/s shall not change the user of the said Flat and/or make any structural alterations and/or construct any additional structures, mezzanine floors, whether temporary or permanent, on the said Property and shall not cover or construct anything on the open spaces and/or parking spaces, including terraces and balconies, without the prior written permission of the Promoters and/or the said Organisation in that behalf.

42. The Purchaser/s shall bear and pay to the Promoters their share of stamp duty and registration charges payable, if any, by the said Organisation on the conveyance or any documents or instrument of transfer in respect of the said Property and the New Building thereon to be executed in favour of the said Organisation.
43. The Purchaser/s, for himself / herself / themselves /itself and with an intention to bind all persons into whose hands the said Flat may hereinafter come, hereby covenant with the Promoters that they shall:
- a) maintain the said Flat at his/ her/ their / its own cost and keep it in good, tenantable / repairable condition from the date on which possession of the said Flat is given by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the New Building in which the said Flat is situate including the lifts, staircases, common passages, landings, lobbies and other common areas and amenities therein which would damage or diminish them in value or adversely effect or interfere with the use and enjoyment of the same by the Purchaser/s or others which may be against the rules, regulations and bye-laws of concerned local or public bodies or any other authorities, as the case may be or change, alter or make additions or alterations structural or otherwise, in or to the New Building and to the said Flat or any part thereof, in any manner whatsoever, including the balconies. The Purchaser/s shall not put up any decorations in or make any alterations, additions or improvements to the exterior of the said Flat nor shall make any changes to the windows and glazing. The Purchaser/s shall, with the prior written consent of the Promoters, be at liberty to fix safety grills on windows of the said Flat, of such design as the Promoters may specify (so as to obtain uniformity of design in the New Building or in one or more of the other building to be built on the said Property). The Promoters shall be entitled to remove, at the cost and risk of the Purchaser/s any grill, which may have been fixed without the Promoters' written authority or if the same is not of the design prescribed by the Promoters. The Purchaser/s shall not at any time construct on (whether of a temporary or permanent nature) or raise the height of the wall of any balcony of the said Flat or make any structural alterations thereto or fix or erect sun screens or weather shades, on the exterior of the said Flat or the New Building or cover the balcony, in any manner whatsoever;

- b) not store in the said Flat any goods which are hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the New Building and/or the said Property or storing of which goods is objected to by the concerned local or other authorities and shall not carry or cause to be carried heavy packages on the upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the New Building, including entrances to the New Building, and in case any damage is caused to the New Building and/or the said Property on account of negligence or default of the Purchaser/s or his employees, agents, servants, guests, or invitees, the Purchaser/s shall be liable and responsible for the consequences thereof;
- c) carry out, at his / her/ their/ its own cost, all internal repairs of the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the New Building and/or to the said Property which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of this provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- d) not demolish or cause to be demolished the said Flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in which the elevation, walls, sections, details and / or outside colour scheme of the New Building;
- e) keep the partitions, sewers, drains, pipes in the said Flat and appurtenances thereto in good tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the New Building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members of the said Flat without the prior written permission of the Promoters and/or the said Organisation and/or the concerned local authorities and/or any other public bodies;
- f) not do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and/or the New Building or

any part thereof or whereby any increase in the premium shall become payable in respect of such insurance;

- g) not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat into the compound or any portion of the New Building and/or the said Property;
- h) pay to the Promoters within 7 (seven) days of demand by the Promoters, their share of security deposit demanded by any concerned local authority or government for giving water, electricity or any other service connection to the New Building;
- i) bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authorities and/or Government and/or other public authority, on account of change of user of the said Flat by the Purchaser(s);
- j) not let, sublet, transfer, assign, give on leave and license basis or part with his / her/ their/ its interest in or benefit under this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up and until the Promoters have confirmed the same in writing;
- k) observe and perform all the rules and regulations which the said Organisation may adopt at its inception and any additions, alterations or amendments thereof that, may be made from time to time for protection and maintenance of the New Building and the said Flat 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;
- l) observe and perform all the stipulations and conditions laid down by the said Organisation regarding the occupation and use of the said Flat and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;
- m) till a deed of conveyance of the New Building and the said Property is executed by the Promoters in favour of the said Organisation, the Purchaser/s shall permit the Promoters, their surveyors and agents, with

or without workmen and others, at all reasonable times, to enter into and upon the said Flat on giving sufficient notice and only in case of emergency, the New Building and the said Property to view and examine the state and condition thereof;

- n) the open spaces and common entrances, common passages, lobbies, staircases, and lifts in the New Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Purchaser/s shall not use or permit the use of any part of the said Property for any purpose and shall not use or permit the use of common passages, lobbies and staircases in the New Building for storage or for use by servants at any time;
- o) the Purchaser/s shall not, at any time, do any work in the said Flat which would jeopardize the soundness or safety of the New Building or prejudicially affect the same; and
- p) not at any time cause or permit any public or private nuisance in or upon the said Flat, the New Building, the said Property or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the Promoters and/or to the occupants of the neighboring properties / buildings.

44. The Promoters hereby represent and warrant to the Purchaser/s as follows:

- a) The Owner has clear and marketable title with respect to the said Property as declared in the title report annexed to this Agreement and the Developers have the requisite rights to carry out development upon the said Property and also have actual, physical and legal possession of the said Property for the implementation of the Project;
- b) The Promoters have 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;
- c) There are no encumbrances upon the said Property or the Project except those disclosed in the title report;

- d) There are no litigations pending before any Court of law with respect to the said Property or Project except those disclosed in the title report;
- e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Building and said building(s)/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said Property and said building(s)/wing shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, building(s)/wing and common areas;
- f) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- g) The Promoters have 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 said Property, including the Project and the said Flat which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- h) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Flat to the Purchaser/s in the manner contemplated in this Agreement;
- i) At the time of execution of the conveyance deed in favour of the said Organisation, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the said Organisation;
- j) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Property to the competent authorities; and

- k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the said Property and/or the Project except those disclosed in the title report.
45. The Developer shall not sell, assign, transfer and/or otherwise deal with the right, title and interest in the New Building and in the said Property as the case may be, without the previous written consent of the Authority and 2/3rd Allottee who have Purchased flats in the New Building. After the Promoters executes this Agreement, they shall not mortgage or create a charge on the said Flat and if any such mortgage or charge 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/s who has taken or agreed to take the said Flat.
46. The Purchaser/s, or the person/s to whom the said Flat is permitted by the Promoters to be transferred to, shall, from time to time, sign all such applications, papers and documents and do all such acts, deeds, matters and things as the Promoters or the said Organisation may require for safeguarding the interest of the Promoters and/or the Purchaser/s and/or the other purchasers of flats in the New Building.
47. If the Purchaser/s commit(s) breach of any of the terms and conditions of this Agreement and/or any other writing and/or the other sanctions, permissions, undertakings, affidavits etc. then, in that event, the Promoters shall, without prejudice to any other rights that it may have against the Purchaser/s in that behalf, be entitled to terminate this Agreement. Upon such termination, the Purchaser/s shall cease to have any right, title or interest of any nature whatsoever in the said Flat and the earnest money and all other amounts paid by the Purchaser/s to the Promoters shall stand forfeited and the Promoters shall be entitled to deduct from the payments made by the Purchaser/s such amounts as they may find proper to compensate for the damage so caused and if such payments are inadequate, they shall be entitled to recover further amounts from the Purchaser/s to compensate for the damage so caused and the Purchaser/s hereby consent(s) to the same.

48. All stamp duty and registration charges payable on the agreements, deeds, documents in respect of this transaction, including this Agreement, shall be borne and paid by the Purchaser/s alone and the Promoters shall not be liable or responsible for the same. The Purchaser/s alone will be responsible for the consequences of insufficient and/or non-payment of stamp duty on this Agreement and/or all other documents etc. to be executed in connection therewith.
49. The Promoters shall, in respect of any amounts remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement, have a first lien and charge on the said Flat.
50. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Property or of the New Building or any part thereof in favour of the Purchaser/s, save and except the said Flat hereby agreed to be sold to the Purchaser/s. The Purchaser/s shall not be entitled to any claims in respect of open spaces, parking spaces, lobbies, staircases, terrace, and recreation spaces, etc. which shall remain the property of the Promoters until the New Building and the said Property are conveyed / leased to the said Organisation as provided herein.
51. Nothing contained in these presents shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over the said Property or the New Building or any part thereof, such conferment to take place only upon transfer of the New Building in favour of the said Organisation.
52. Any delay tolerated or indulgence shown by the Promoters in enforcing any of the terms of this Agreement or any forbearance or giving of time by them to the Purchaser/s shall not be construed as a waiver on part of the Promoters of any breach or non-compliance of such terms or conditions of this Agreement nor shall it prejudice the rights of the Promoters in any manner whatsoever.
53. Even if the Conveyance or Assignment of the said Property/part thereof and the New Building constructed on the said Property/part thereof is executed in favour of the Society, the Promoters will not be bound to hand over possession of the said Flat to the Purchaser/s or to the Society unless and until all the amounts

which are due and payable by the Purchaser/s to the Promoters under this Agreement or otherwise are paid along with interest, if any, to the Promoters.

54. The Purchaser/s and/or the Promoters shall present this Agreement as well at the proper registration office for registration within the time limit prescribed under the Registration Act and the Purchaser/s agree(s) that, upon being duly notified at least 48 hours in advance by the Promoters, they will attend such office and admit execution thereof.
55. All letters, receipts and/or notices dispatched by the Promoters under Certificate of Posting/courier to the Purchaser/s at the address given in the Agreement shall be deemed to have been properly delivered to him/her on the ____ day of its posting. That the Purchaser/s shall have their complete and correct addresses registered with the Promoters at the time of registration and it shall be their responsibility to inform the Promoters by registered post acknowledgement due about all subsequent changes, if any, in their addresses, failing which all demand notices and communications posted at the first registered addresses shall be deemed to have been received by him/her/them at the time when those should ordinarily reach at such addresses and the Purchaser/s shall be responsible for any default in payment and other consequences that might occur therefrom. (a) In case of notices to the Purchaser/s: Name :

_____ Address :

For attention of : _____

(b) In case of notices to the Owner :

Name : _____

Address : _____

For attention of : _____

(c) In case of notices to the Developer :

Name : _____

Address : _____

For attention of : _____

56. This Agreement contains the whole agreement between the parties in respect of the subject matter of this Agreement and shall not be modified (whether by alteration, additions or omission) otherwise than by writing duly signed by both the parties. This agreement constitutes the entire agreement between the parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Purchaser/s hereby expressly admit(s), acknowledge(s) and confirm(s) that no terms, conditions, particulars or information, whether oral or written or otherwise given or made or represented, including, those contained or given in any advertisement or brochure or publicity materials by the Promoters and / or their nominee(s)/agents to the Purchaser/s other than such terms, conditions and provisions as are contained or incorporated in this agreement shall be deemed to form part of this agreement or to have induced the Purchaser/s to enter into this agreement.
57. If any provision of this Agreement shall be determined to be void or unenforceable under MOFA and/or RERA 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.
58. 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/s of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.
59. If any dispute and/or difference arises between the Parties hereto during the subsistence of this Deed or any renewals of the same or thereafter, in connection with the validity, interpretation, implementation or alleged

material breach of any provision of this Agreement or regarding any question, the Parties hereto shall endeavour to settle such dispute amicably. In case the disputes are not settled, the disputes shall be referred to a Sole Arbitrator to be appointed as per the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of Arbitration shall be Mumbai.

60. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016 as per the provisions, rules and regulations.

Income Tax Permanent Account Number of the Parties are as under:-

FIRST SCHEDULE HEREINABOVE REFERRED TO :

ALL THOSE piece and parcel of non- agricultural lands together with the structures standing thereon situated laying and being at bearing C.T.S. No. 610 (pt) of Saibaba Nagar, Aliyaware Jung Marg, Bandra [East], Mumbai - 400051, within the Registration District Mumbai, bearing C.T.S. No. 610 (pt) adm. 2085.70 sq. mtrs. and bounded as follows:-

On or towards North by	: Sant Tukaram CHS;
On or towards South by	: C.T.S. No. 617;
On or towards East by	: 60' D.P. Road; and
On or towards West by	: C.T.S. 611.

SECOND SCHEDULE HEREINABOVE REFERRED TO :

(DESCRIPTION OF THE SAID FLAT)

Residential Flat No. ____ on the ____ floor admeasuring _____ viz. __ in the Sale Residential Building known as "NERO" constructed on portion of the property more particularly described in the First Schedule hereinabove written.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures the day hereinabove written.

SIGNED AND DELIVERED by the
Withinnamed Promoters
M/S. SUPER CONSTRUCTION COMPANY
through its Authorised Signatory

in the presence of

- 1.
- 2.

SIGNED AND DELIVERED by the
Withinnamed Confirming Party
SAPTARISHI COMMERCIAL COMPANY LTD.
through its Authorised Signatory

in the presence of

- 1.
- 2.

SIGNED AND DELIVERED by the
Withinnamed Purchaser/s

Mr. _____

Ms. _____

M/s. _____

in the presence of

- 1.
- 2.