

AGREEMENT FOR SALE

THE ARTICLES OF AGREEMENT made at Mumbai this ____ day of _____, 2018 BETWEEN **M/S. FLYING EARTH LLP**, a Limited Liability Partnership firm duly registered under the provisions of Limited Liability Partnership Act , 2009 having its office at 1 & 2, Parmar Co-operative Housing Society Ltd, Paranjape B Scheme Road No. 2, Vile Parle (E), Mumbai 400 057 , through its Partner, **Mr. Amol Vijay Rege**, aged about 43 years, hereinafter called '**THE DEVELOPER/S**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partner or Partners for the time-being constituting the said firm and the heirs and legal representatives of the last surviving Partner), of the **ONE PART**

AND

(1) **MR.** _____ aged about ____ years, having **PAN** _____ and (2) **MR/S.** _____ aged about ____ years, having **PAN** _____ , both Indian Inhabitants of Mumbai, having address at _____, Mumbai- _____ ,hereinafter referred at as "**THE ALLOTTEE/S**"(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors administrators and assigns) of **OTHER PART**;

WHEREAS:

I. By and under a Deed of Unilateral Deemed Conveyance dated 06/12/2013, executed by and between Shri. Subhash Patil, the Competent Authority, u/s. 5A of Maharashtra Ownership Flat (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 and on account of the defaulting Owners/Builders/Developers Mr. Avinash Purushottam Bal and Mr. Sameer Ramesh Gupte, partners of M/s. Shanta Deep Developers, the Vendors therein with the said Shantadeep Co-operative Housing Society Ltd. , therein referred to as the Purchasers/Society, the said competent authority as a statutory obligation of the Owners/Builders/Developers Mr. Avinash Purushottam Bal and Mr. Sameer Ramesh Gupte, partners of M/s. Shanta Deep Developers and in accordance with the powers granted to him u/s. 5A of Maharashtra Ownership Flat (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 have granted, sold, released, assured and transferred All that piece and parcel of land or ground admeasuring about 619 sq. meters as per actual measurement (639.9 sq. mtrs. as per property card) bearing CTS No. 264, 264/1 to 8 in Village – Vile Parle (East), Taluka – Andheri, Dist. – Mumbai Suburban alongwith building known as `SHANTADEEP' consisting of two wings i.e. Wing 'A' consisting of 7 flats having Ground + 3 upper floors and Wing 'B' consisting of 8 flats having Ground + 4 upper floors having totally 15 Flats totally admeasuring 6449 sq. ft. carpet area situated at Tejpal Scheme Road No.2, Vile Parle (East), Mumbai- 400 057 and more particularly described in the schedule hereunder written

- (hereinafter referred to as “the said Property”) unto and in favour of the said Society, upon certain terms and conditions more particularly stipulated therein. The said Deed of Unilateral Deemed Conveyance dated 06/12/2013 is duly registered with the Sub-Registrar of Assurances at Andheri-4 under Sr. No. BDR 15/ 86/ 2014 dated 03/01/2014;
- II. The said building known as `SHANTADEEP' comprises of two wings i.e. Wing 'A' consisting of 7 flats having Ground + 3 upper floors and Wing 'B' consisting of 8 flats having Ground + 4 upper floors having totally 15 Flats, acquired by the original members of the Society on ownership basis. The Society is duly registered under the Provisions of Maharashtra Co-operative Societies Act 1960 bearing No. BOM/(WKE)/HSG/(TC)/10311 of 1998 – 1999 dated 18/02/1999 (“**the said Society**”);
- III. The said Building was in dilapidated condition and required immediate repairs or reconstruction and, therefore, the said Society in SGM held on 3rd December 2011, unanimously appointed the Promoters as the developers to redevelop the said property;
- IV. By and under the Redevelopment Agreement Dt. 17/07/2018 duly registered with the office of the Sub-Registrar of Assurance, Andheri, Mumbai under Serial no.BDR-18/639/2019 dated 23/01/2019 made and executed by and between the said Society and the Developers, the said Society has granted development rights in respect of the said property in favour of the Developers on the terms and conditions more particularly setout therein. Hereto annexed and marked as **Annexure “1”** is a copy of Index II;

- V. The said society has also executed an Irrevocable Power of Attorney dated 18/01/2019 duly registered with the office of the Sub-Registrar of Assurance, Andheri, Mumbai under Serial no. BDR-18/640/2019 dated 18/01/2019 in favour of the Developers;
- VI. By virtue of the said Development Agreement, the Developers became entitled to construct new buildings on the said property by consuming and / or loading the entire F.S.I and sell premises and other tenements to such persons and on such terms as it may deem fit;
- VII. In these circumstances, the Developers have proposed to develop a building/s etc. on the said property and to sell on ownership basis, flats, and other premises therein;
- VIII. At the instructions of the Developers, T.S. Patwardhan, Advocate, has investigated the title of the Developers to the said property and issued his Title Certificate dated 8th March 2019;
- IX. The Developers have appointed one _____ Architect registered with the Council of Architects as the Project Architect for the said property by executing necessary Agreement with him and such Agreement is as per the Agreement prescribed by the Council of Architects;
- X. The Developers have registered the project under the provisions of Real Estate (Regulation and Development) Act 2016 (“**RERA**”) with the Real Estate Regulatory Authority at Mumbai bearing Registration No _____. A copy whereof is annexed hereto as **Annexure “2”**;
- XI. The Developers have appointed structural Engineers _____ Consultants for the preparation of the structural designs and drawings of entire property;

- XII. The Developers got the plans for development of building/s including the necessary infrastructure prepared through their Architects and structural engineers and submitted the same to the Municipal Corporation of Greater Mumbai ("MCGM") for its approval, which is duly approved by the MCGM and issued Intimation of Disapproval ("IOD") No.CHE/WS/4340/K/E/337 (NEW) dated 09.01.2019. The name of the said the project is "SHANTADEEP". IOD alongwith the plans approved at present by MCGM are for development of the said Property are hereto annexed and marked as **Annexure "3-Colly"**;
- XIII. The Purchaser, demanded from the Developers and the Developers have given inspection to the Purchaser of all the documents of title relating to the said property including all documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Developers, Architects, the Certificate of Title, revenue records and all other documents as specified under the RERA and the rule made there under, and also handed over the copies of the same .Satisfactory inspection of certificates of title issued by the Advocate of the Developer, copy of property card and all other revenue records showing the title of Developers to the said property and copies of the Layout Plan. Copy of the title certificate of T.S. Patwardhan, Advocate is annexed hereto and marked **Annexure "4"**. The copy of the property card is handed over to the Purchaser, which are annexed hereto and marked **Annexure "5"**;
- XIV. The Developers have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the

balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

XV. The Developers, pursuant to the permissions granted by MCGM, are in the process of commencing the development/ constructions of Building "SHANTADEEP" and such additional structures ("**the proposed Building/s**") on the said Property as mentioned hereinafter, in accordance with the sanctioned plans and permissions and/or to be sanctioned or approved by the planning authority in respect of the said project disclosed by the Developers;

XVI. It is further clarified that in the course of construction of the Proposed Building, the Promoters shall be consuming on the said Property maximum permissible FSI (by whatever named called) and development potential including but not limited to the following:

- (i) Entire development potential available for consumption on the said Property by way of the FSI emanating from the said Property in the form of base land FSI, which can be consumed free of costs thereon;
- (ii) Entire development potential available for consumption on the said Property by way acquiring of FSI by way of payment of premium to the Government of Maharashtra or any other statutory authorities including but not limited to the Planning Authority including, inter alia, the Premium FSI;

- (iii) Entire development potential available for consumption on the said Property by way of loading TDR, if any, on the said Property;
- (iv) Entire development potential by way of FSI or TDR as may become available to the Promoters for utilisation on the said Property by virtue of the Promoters handing over any reserved areas (as elaborated hereinafter) forming part of the said Property to the Government of Maharashtra or to any other concerned authorities;

XVII. The Allottee/s has/have approached the Developers for acquiring a Flat bearing No._____ as more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as "**the said Premises**"). The said Premises is shown as marked in hatched lines on the typical floor plan annexed hereto as **Annexure "6"**;

XVIII. On or before the execution of these presents the Allottee has paid to the Developers the agreed advance money or as an Earnest Money Deposit (the payment and receipt whereof the Developers doth hereby admit and acknowledge) towards Purchase Price of the said Premises agreed to be sold to the Allottee and the Allottee has agreed to pay to the Developers balance of the Purchase price and other agreed Cost, Charges, Fees, Deposits Taxes and Expenses in the manner hereinafter appearing;

XIX. Under Section 13 of the RERA, the Developers are required to execute a written Agreement for Sale of the said Premises to the

Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

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

1. The Developers shall develop and construct a residential building known as **"SHANTADEEP"** belonging to the Shantadeep Co-operative Society Limited, on the said property more particularly described in the Schedule- I hereunder written in accordance with the plans, designs and specifications duly approved by M.C.G.M. and other local authority and which have been inspected and seen by the Allottee/s with only such variations and modifications as the Developers should consider necessary or as may be required by the M.C.G.M. or other concerned authority to be made in them or any of them; which the Allottee/s hereby irrevocably express and authorize the Developers to make such changes/modifications provided however such changes/ modifications shall not adversely affect Flat of the Allottee/s.
2. The Allottee/s hereby agrees to purchase from the Developers and the Developers agree to sell to the Allottee/s Flat No.____ on _____ floor, admeasuring about _____ sq.mt i.e. _____ Sq. Ft. Carpet area as shown in the typical floor plan attached as Annexure 6 hereto. The Developers have agreed to allot as a special amenities attached to flat , _____ car parking spaces in the proposed new building known as "SHANTADEEP" belonging to SHANTADEEP Co-operative Society Ltd. on the said property situate

at Tejpal Scheme Road No.2, Vile Parle (East), Mumbai 400057 for the total consideration of Rs._____/ - (Rupees _____ Only) which price includes the price for proportionate common area and facilities appurtenant to the said Flat; the nature , extent and description of the common / limited common areas and facilities are more particularly described in the **Schedule-III** hereunder written to the said Flat. The Allottee/s have requested the Promoter and the Promoter have agreed that there are no fixtures, fittings and amenities to be provided by the Promoter in the said Flat and that it is a raw flat that is being purchased /allotted to the Allottee/ Allottee. For this, the Allottee hereby indemnifies the Promoter and the competent Government Authorities that they shall be solely responsible for any kind of leakages that may take place while doing the internal works in the said flat after taking possession of the said flat. The Allottee also indemnifies to rectify the leakage caused onto the lower floor while doing the internal work in the said flat.

3. The above said total consideration excludes Taxes (consisting of tax paid or payable by way of GST(Goods and Services Tax) and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Flat and the above said total consideration is Escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time.

The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The Promoter may charge the Allottee/s separately for any up-gradation/ changes specifically requested or approved by the Allottee in fittings, fixtures and specifications and any other facility which have been done on the Allottee/s request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

4. In consideration thereof the Allottee/s paid and/or agrees to pay the above said total consideration for the purchase of the said Flat to the Promoter and the Promoter agreed to accept the same from the Allottee/s as per the Payment Schedule annexed hereto as **ANNEXURE-7.**
5. Subject to the terms of this Agreement and the Promoter abiding by the construction mile stones, the Allottee/s shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Schedule through A/c Payee cheque/demand draft only or online payment (as applicable) in favour of "Flying Earth LLP A/C No. _____", IFSC Code – _____. The Promoter herein on due date / or on reaching aforesaid construction milestone / stage as mentioned in the said Annexure-E shall intimate the amount payable in writing or by

digital E-mail to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from the date of such intimation. The Allottee/s herein specifically agrees that she/they shall pay the total consideration along with the GST and such other applicable taxes.

6. The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s as per the aforesaid Annexure - 7. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.
7. The Promoter shall confirm the final carpet area with enclosed balcony area, cupboard area (if any), dry balcony area, attached terrace area and utility area, if any, that has been allotted to the Allottee/s after the construction of the said Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, enclosed balcony area, cupboard area (if any), dry balcony area, attached terrace area and utility area (if any), subject to a variation cap of three percent.

The total price payable for the said Flat shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area, enclosed balcony area, cupboard area (if any), dry balcony area, attached terrace area and utility area, beyond the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount

was paid by the Allottee. If there is any increase in the carpet area, enclosed balcony area, cupboard area (if any), dry balcony area, attached terrace area and utility area allotted to Allottee beyond the defined limit, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed of this Agreement.

8. The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
9. Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as specified in the Rules of the said Act, with monthly rests, on all amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee/s from time to time or on completion of the said Project/Flat, and the Allottee/has/have agreed to pay the same as and when demanded before the possession of the said Flat.

10. Without prejudice to the right of Promoter to charge interest in terms of above mentioned clause, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement subject to-

-Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

-that upon termination of this Agreement as aforesaid, the Promoter shall refund the amount till then received from the Allottee/s without any interest thereon within a period of 30 days, by deducting; (i) an amount of Rs. 2,00,000/- (Rupees Two Lacs Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue

from the Allottee/s, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of GST or any other taxes charged by the Promoter to the Allottee/s till the date of such termination and the Promoter herein shall be entitled to deal with the said Flat with any prospective buyer. Delay in issuance of any reminder/s or notice/s from the Promoter shall not be considered as waiver of Promoter's absolute right to terminate this Agreement.

-For whatsoever reason if the Allottee/s herein, without any defaulter breach on his/her/their part or on the part of the Promoter, desire to terminate this agreement/ transaction in respect of the said Flat then, the Allottee/s herein shall issue a prior written notice to the Promoter informing the intention of the Allottee/s to terminate this Agreement and on such receipt of notice the Promoter herein shall be entitled to deal with the said Flat with prospective buyers. After receipt of such notice of intention to terminate this Agreement the Promoter shall issue 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation, the Allottee/s shall be entitled to receive the refund of the amount till then paid by the Allottee/s to the Promoter without any interest thereon within a period of six months, by deducting; (i) an amount of Rs. 2,00,000/- (Rupees Two Lakhs Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Allottee/s, (ii) the

stamp duty, registration charges, cost of extra work etc. and (iii) the amount of GST charged by the Promoter to the Allottee/s till the date of such termination. It is specifically agreed between the parties hereto that, if the transaction in respect of the said Flat between the Promoter and Allottee/s herein terminated as stated hereinabove then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said Flat, shall stand automatically cancelled and either party have no right, title, interest or claim against each other.

11. The Promoter shall have first and permanent lien and charge upon the said Flat and the right, title and interest of the Allottee/s therein for all moneys due and payable by the Allottee/s to the Promoter under this agreement.
12. The Promoter shall construct on the said Project Land the said Building in accordance with plans, designs and specifications as seen and approved by the Allottee/s prior to the execution of this agreement and duly approved by the planning authority with such variations and modifications as the Promoter in their absolute authority may consider expedient. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Flat of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

13. The Promoter hereby agrees to observe, perform and comply with all terms, conditions, stipulations and restrictions, if any, which have been imposed by the public bodies, various Govt. departments, authorities, including planning authority at the time of sanctioning the building plans or thereafter. The Promoter shall, before handing over possession of the said Flat to the allottee/s obtain from the concerned local authority completion /occupation certificate in respect inter alia of the said Flat.
14. The terms, conditions, stipulations and restrictions imposed by the concerned authorities (including environment) at the time of sanctioning the building plans or thereafter shall also be binding on the Allottee/s herein and all Allottee of the Flats of the said Project and Owner/ the said Society, as far as they are applicable to them.

The covenants relating to the procedure of possession as agreed by and between the parties to this Agreement are as follows:-

- i. The Promoter agrees and understands that timely delivery of possession of the Flat is the essence of this Agreement. Subject to receipt of total consideration and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the said Flat, in terms of these presents, the Promoter, based on the approved plans and specifications, assures to handover possession of the said Flat on or before **30th June Two Thousand Twenty-Two** Provided that the Promoter shall be entitled to reasonable extension of time

as agreed by and between the Allottee/s and the Promoter for giving possession of the Flat on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration.

Further if the completion of building in which the Flat is to be situated is delayed on account of –

(i) War, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project (**“Force Majeure”**).

(ii) Extension of time for giving possession as may be permitted by the Regulatory Authority under the said Act for reason where actual work of said Project/building could not be carried by the Promoter as per sanctioned plan due to specific stay or injunction orders relating to the said Project from any Court of Law, or Tribunal, Competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

ii. If, however, the completion of the said Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Flat, provided that such Force Majeure conditions are not of a nature which

make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 30 days' from that date. After any refund of the money paid to the Allottee/s, Allottee/s agrees that he/she/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- iii. The Promoter herein is developing the said Project without various common amenities like club house, landscape garden etc. The construction / development of the basic common amenities will be completed in due course along with the completion of said Project. The Promoter assures to hand over possession of the said common amenities on or before **30th June Two Thousand Twenty-Two**. The Allottee/s herein agree and convey that he/she/they shall not be entitled to refuse to take the possession of the said Flat on the ground of non-completion of aforesaid common amenities.

- iv. The Allottee/s further agree that even where 'substantial completion' of works has been done after receiving Occupancy Certificate from the competent authority,

possession of the said Flat shall be given. That substantial completion would mean works done that do not affect his use or occupation of his Flat and he can cohabit in the said Flat. However, if the Promoter is not allowed by the Allottee/s or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the Promoter.

- v. The Promoter, upon obtaining the Occupancy Certificate from the Planning Authority shall offer in writing to the Allottee/s intimating that, the said Flat is ready for use and occupation. The Allottee/s herein shall inspect the said Flat in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of total consideration and dues and taxes thereon to the Promoter as per terms and conditions of this Agreement and take the possession of the said Flat within 15 days from the date of written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agrees to pay the maintenance charges as determined by the Promoter / body of the Flat Allottee / association of Allottee, as the case may be. It shall be expressly agreed that wherever it is the responsibility of the Allottee/s to apply and get necessary services the same shall not be

undertaken by the Promoter and the Allottee/s shall be solely responsible for the same.

- vi. Upon receiving a written intimation from the Promoter as stated hereinabove, the Allottee/s shall take possession of the said Flat from the Promoter by executing necessary indemnities, undertakings, possession agreement and such other documentation as prescribed in this Agreement within 15 days, and the Promoter shall give possession of the said Flat to the Allottee/s. In case the Allottee/s fails or commits delay in taking possession of said Flat within the time provided hereinabove, such Allottee/s shall be liable for payment of common maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Flat and the Promoter shall not be liable for the maintenance, wear and tear of the said Flat.
- vii. After obtaining the occupancy certificate and handing over physical possession of the said Flat to the Allottee/s, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws.
- viii. Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the said Flat; (i) in accordance with the terms

of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the said Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee/s, incase the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat, with the interest as specified in the Rules of the said Act, within 30 days including compensation in the manner as provided under the said Act. Provided that where if the Allottee/s does not intend to withdraw from the said Project, the Promoter shall pay the Allottee/s interest as specified in the Rules of the said Act, on all amounts paid by the Allottee/s, for every month of delay, till handing over of the possession of the said Flat.

15. Time is an essence of this Agreement for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allottee/s and the common areas to the association of the Allottee after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided hereinabove ("Payment Schedule" above for brevity).

16. If within a period as specified in the Rules of said Act, the Allottee/s from the date of handing over the said Flat or within 15 days from the date of intimation by the Promoter to take the possession of the said Flat whichever is earlier, brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat is situated or any defects on account of workmanship, quality or provision of services, then wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Flat / phase/ wing and in specific the structure of the said Flat / Wing / Phase of the said Building/s which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Flat by the Occupants, vagaries of nature etc. That it shall be the responsibility of the Allottee to maintain his Flat in a proper manner and take all due care needed including

but not limiting to the joints in the tiles in his Flat are regularly filled with white cement / epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Flat / Building / Phase / Wing, and if the annual maintenance contracts are not done / renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Flats and the common project amenities wherever applicable. That the Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Flat / Building / Phase / Wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

Provided further that any deviation in usage /maintenance of the said Flat in contravention to User Manual shall amount to default on part of the Allottee towards proper maintenance of the Flat / building / Phase / Wing and the Allottee shall not be entitled to claim any compensation against defect liability from the

Promoter. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the Flat / Phase / Wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Further the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof. Howsoever for the purpose of defect liability on towards the Promoter, the date shall be calculated from the date of handing over possession to the Allottee/s for fit-outs and interior works or within 15 days from the date of intimation of possession of the said Flat by the Promoter whichever is earlier and that the said liability shall be those responsibilities which are not covered under the maintenance of the said Flat / building / phase / wing as stated in this Agreement. That further it has been agreed by the Allottee/s that any damage or change done within the Flat sold or in the building / phase / wing done by him/them or by any third person on and behalf of the Allottee/s then the Allottee/s expressly absolves the Promoter from the same.

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

- i. The Promoter has clear and marketable title with respect to the said Property as declared in the title certificate /report annexed to this agreement and the Promoter has the requisite rights to carry out development upon the said Property /Project Land and also has actual, physical and legal possession of the said Property for the implementation of the Project.
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
- iii. There are no encumbrances upon the said Property 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 said Property or Project except those disclosed in the title report.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said Property and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain

to be in compliance with all applicable laws in relation to the Project, said Property, Building/wing and common areas.

- vi. The Promoter has availed concessions for deficiency in open space, inadequate size of habitable rooms, inadequate height of habitable room, inadequate maneuvering spaces etc. from the Municipal Corporation of Greater Mumbai (MCGM) and all concerned authorities by payment of premium or otherwise.
- vii. The Promoter has provided a Registered undertaking to the MCGM that they shall not take any objection in future for the development of the adjoining plots with deficient open spaces.
- viii. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected.
- ix. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement /arrangement with any person or party with respect to the said Property, including the Project and the said Flat which will, in any manner, affect the rights of Allottee/s under this Agreement; other than the encumbrances mentioned in Title Report.
- x. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee/s in the manner contemplated in this Agreement.

- xi. At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees.
- xii. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities.
- xiii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said Property and/or the Project except those disclosed in the title report.
18. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said Flat may come, hereby covenants with the Promoter as follows:-
- i. To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to

be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall

be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the 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 Flat or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural members in the Flat without the prior written permission of the Promoter and/or the Owner/ the said Society.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Property / Project Land and the building in which the Flat is situated.
- vii. The Allottee shall at all times co-operate with the Developers for adoption of any mechanism or common scheme of garbage collection, garbage disposal including

inter alia by segregating various types of garbage as may be communicated by the Developers / Municipal corporation from time to time.

- viii. To segregate the dry and the wet garbage generated in the building and separately treat the wet garbage generated in the building on the said property, in the jurisdiction of the MCGM.
- ix. Not to object to the development of neighboring properties for availing concessions for deficiency in open space etc. from the MCGM, in compliance of the Registered Undertaking provided by the Promoter.
- x. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- xi. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee/s for any purposes other than for purpose for which it is sold.
- xii. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.

- xiii. The Allottee/s shall observe and perform all the rules and regulations which the Owner/ the said Society may adopt and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Owner/ the said Society regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- xiv. The Allottee/s shall not be entitled to claim possession of the said Flat until the Occupation / Completion Certificate is received from the local authority and the Allottees has paid all dues payable under this Agreement in respect of the said Flat to the Promoter and has paid the necessary maintenance amount/deposits, service tax, vat, GST and other taxes payable under this Agreement.
- xv. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Owner/ the said Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

- xvi. Till a conveyance of the said Property is executed in favour of Owner/ the said Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property or any part thereof to view and examine the state and condition thereof.
- xvii. That the Allottee/s shall indemnify and keep indemnifying the Promoter against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/s.
- xviii. That any nominated surveyor / architect appointed for specific purposes stated in this covenant the fees of which shall mutually decide by and between the Promoter and the Allottee/s and the same shall be paid by the Allottee/s as agreed mutually.
- xix. That nothing herein contained shall construe as entitling the Allottee/s any right on any of the adjoining, neighbouring or the remaining buildings /common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee/s to the Promoter in this regards.
- xx. That the parking spaces including the mechanical parkings sold to the Allottee/s shall be used only for the purposes of parking and in this regard the Allottee/s shall comply the norms of parking as specified in the said User Manual. This has been clearly made aware to the Allottee/s and same has been agreed by the Allottee/s to follow.

xxi. The Allottee shall follow the instruction of the 'User Manual given to him before allotting the said Flat by the Promoter.

19. The Allottee/s herein is/are aware of the fact that substantial part of the said Property described in Schedule I is absolutely owned by the said Owner / the said Society and only development rights in respect of the said property have been transferred in favour of the Promoter by the said Owner / the said Society by the said Re-development Agreement and the Allottee/s herein further confirms that the status of the Owner / the said property shall continue to be "Tenant Co-partnership Co-operative Housing Society" after completion of the said Project in all respects. The Allottee/s herein shall be entitled to get membership of the Owner/the said Society upon compliance of formalities in that regard as enumerated herein below.
20. The Allottee/s is/are further aware of the fact that as per the terms and conditions stipulated in the said Re-development Agreement the Promoter is carrying out redevelopment of the said Property owned by the Owner / the said Society herein and in consideration thereof has agreed to allot in all 32 (Thirty-two) newly constructed residential Flats / Tenements to the existing members of the Owner/the said Society in the said Project. The Allottee/s herein would become a member of the Owner/the said Society like other existing members thereof after getting possession of the said Flat from the Promoter and obtaining membership of the Owner / the said Society. All resolutions duly

passed by the Owner/the said Society from time to time shall always be binding on the Allottee/s.

21. The Allottee/s shall observe and perform all rules and regulations of the Owner / the said Society that may be made from time to time for protection and maintenance of the said Building and the Flats therein and for the observance and performances of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all stipulations and conditions laid down by the Owner/ the said Society herein regarding occupation and use of the Flats / building /wing on the said Property /Project Land. The Allottee/s shall pay and contribute regularly and punctually towards the common taxes, expenses or other outgoings in accordance with the terms of the Agreement;
22. The Allottee/s hereby agrees to pay the said Society regularly every month on or before the tenth day of every month beginning from the month following the month in which the Promoter offers to give possession of the said Flat to Allottee/s or in lump sum as may be decided by the Promoter, until the Promoter hands over possession of said 32 tenements to the 32 members of the Owner/the said Society such proportionate share of the Allottee/s as may be determined by the Promoter or the Owner/the said Society towards (i) all rates, taxes and assessments, land revenue, electricity bills, water charges and water taxes and all other outgoings and impositions which may from time to time be

levied upon or be payable in respect of the said Property /Project Land and the said Building standing thereon to Planning Authority and/or any other concern Authority, (ii) all other outgoings and expenses including insurance premium, provisions for depreciation and sinking fund and all outgoings and expenses of management, upkeep, maintenance and repairs of the said Building standing on the said Property /Project Land and the common lights, common sanitary and other utility services, garden and other services and amenities on the said Property /Project Land and in the said Building including remuneration, salaries and wages of watchmen, supervisors, sweepers, gardeners and other persons employed for the aforesaid purposes or any of them and the collection charges in respect thereof and the Allottee/s shall not withhold any payment of the amounts demanded by the Promoter or the Owner/ the said Society under this clause on any ground whatsoever. The Allottee/s admit/s and confirm/s that he/she/they will be punctual for paying monthly contribution amount to Promoter or the Owner/ the said Society herein as the case may be.

23. The Allottee/s has inspected the sanctioned plans of the said Building of the said Project and the conditions stipulated therein by the Planning Authority and the Allottee/s and /or the Owner/the said Society shall not raise any complaint / objections of whatsoever nature and shall abide by the same all time, and after having covenanted to that effect in favour of the Promoter, the Allottee/s has agreed to purchase the said Flat from the Promoter.

24. The Promoter shall be responsible for getting water connection from Planning Authority and also responsible for creating internal water and drainage distribution system. However, it shall be responsibility of the Planning Authority to actually supply adequate quantity of water to the Project. The Promoter shall not be in any way responsible for non-supply or inadequate supply of water to the Project.
25. The Owner/ the said Society herein shall alone be responsible for renewals inter alia of all permissions, sanctions, NOCs etc. cetera such as Fire NOC, Elevator NOC et cetera. Upon completion of the said Project and offering to handover possession of newly constructed total 32 Flats/Tenements to the respective 32members of the Owner/the said Society the responsibility and liability of the Promoter in this regards shall stand discharged absolutely. Provided, any such liability of renewal under any law if discharged by the Promoter even after handing over the possession of the said 32 Flats / Tenements to the said 32 members and the conveyance as envisaged herein, all the Flat Allottees/Owner/the said Society shall reimburse/ compensate the expenses as may be incurred by the Promoter in that regard.
26. The Allottee/s shall not use or permit to be used the said Flat or any part thereof for any purpose other than purpose as allowed by Planning Authority at the time of sanctioning the plan of the proposed building/s or at any time thereafter.

27. The Allottee/s shall not let, sublet, transfer, assign or part with the possession of the said Flat or any part thereof nor shall the Allottee/s create any lease, lien, mortgage, charge and/or any other encumbrances and/or third party interest in and/or any respect of the said Flat or any part thereof and/or in respect of any of the rights hereunder conferred upon the Allottee/s in any manner whatsoever until entire consideration and all dues, taxes, GST etc. payable by the Allottee/s under this agreement are paid in full and only if the Allottee/s has/have not committed any breach of any of the term and condition of this agreement and without obtaining previous permission in writing of the Promoter or the Owner / the said Society to whom the said Property /Project Land and the said Building thereon may have been leased, assigned or transferred in the manner inter alia hereby envisaged.
28. After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has/have taken or agreed to take such Flat.
29. If the Allottee/s is purchasing the said Flat from the Promoter for investment purpose, then the Allottee/s shall be entitled to sell the said Flat even during the construction stage to any person of own choice. The Promoter shall issue in his favor necessary No Objection Certificate to that effect and also shall co-operate the Allottee/s in that regard, provided-

- i) the Allottee/s pays entire consideration amount to the Promoter before so selling the said Flat, and
 - ii) the subsequent Allottee of the said Flat absolutely consents to abide by all terms and condition of this Agreement and also of the said Redevelopment
30. Agreement for all purposes and unconditionally agrees to stand in the shoes of the Allottee/s. If the Allottee/s transfers / assigns the said Flat in favour of the subsequent Allottee within stipulated period laid down by relevant law/s time being in force the Allottee/s / subsequent Allottee will be entitled to applicable discount, if any, by way of adjustment in the stamp duty payable on the transaction, subject to prevailing provisions of the Maharashtra Stamp Act, 1958.

The Allottee/s prior to the execution hereof has/have perused

- (a) all the documents under which the Owner/the said Society and the Promoter acquired the ownership rights in respective portions of the said Property,
- (b) all documents under which the Promoter acquired development rights over the said Property and to sell the Flats constructed by the Promoter in the course of such development of the said Property and
- (c) all the orders, permissions and/or sanctions granted by the diverse authorities for such development of the said Property and are satisfied with the legality and adequacy of the same.

31. The Promoter hereby declares that as per the prevailing Development Control Regulation the total proposed FSI / TDR in respect of the said Property is _____Sq. Mtrs. out of which _____Sq. Mtrs. of FSI / TDR is proposed to be completely utilised on the said Project Land and FSI / TDR of Nil Sq.Mtrs. is to be utilized on balance land belongs to the Owner / Promoter.
32. If the Promoter plans to develop the balance land and/or property/ies adjacent to the said Property in future and sell for consideration the Flats of the project of the balance land and/or adjacent property/ies, the Promoter shall have right to utilize the amenities *inter alia* like, water, water lines, water tanks, internal roads, necessary easements, electricity, MSEDCL lines, drainage connections open space, gas bank / gas lines / reticulated gas supply system etc. of the said Project for the proposed construction on the balance land and/or adjacent property/ies. The Allottee/s hereby gives their irrevocable consent to the Promoter for usage of the said amenities for construction on the balance land and/or adjacent property/ies and complete the construction of the adjacent Project/s.
33. The Conveyance of Title as envisaged under the Real Estate (Regulation and Development) Act, 2016 and rules there under in respect of the said Flat shall be as under:
- a. The said Project shall be known and called as “**SHAKUN**”.
 - b. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and The Maharashtra Co-operative Societies Act, 1960.

- c. The nature of the Owner/the said Society shall continue to be "Tenant Co-partnership Co-operative Housing Society" after completion of the said Project as per provisions of the Maharashtra Co-operative Societies Act, 1960. The Allottee/s shall become member of the Owner/the said Society and shall co-operate the Promoter in that regard in all respect.
- d. The Allottee/s shall observe rules and regulations of the Owner/ the said Society. The Allottee/s either individually or otherwise howsoever shall not be entitled to raise any objection/s of whatsoever nature in this behalf.
- e. The amenities/facilities, common areas and rights of ways etc.as enlisted in Schedule - III shall be enjoyed by all the Allottee of said Project along with existing members of Owner/the said Society jointly, unless the Promoter has provided otherwise. After completion of the said Project the common areas and amenities/ facilities shall be handed over by the Promoter to the Owner/the said Society and the Owner/the said Society shall maintain the same. The cost of stamp duty and registration fees and other incidental costs in this regard shall be borne by the Owner/the said Society or respective Flat Allottees.
- f. Further the common amenities are to be enjoyed and shared with Owner/ the said Society. The Allottee/s shall not take any objection of whatsoever nature in that regard.
- g. Promoter shall (subject to his right to dispose of the remaining Flats, if any of the said Project) execute the conveyance of the structure of said Building or wing of that

said Building alongwith said Property and common areas and amenities/ facilities in favour of Owner/the said Society as per the prevailing Policy within a period of one year after obtaining last Occupation certificate. The cost of stamp duty and registration fees and other incidental costs in this regard shall be borne by the Owner/the said Society or respective Flat Allottee of said Project. However, in case the Owner/the said Society/Allottee of the said Project fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Owner/the said Society/Allottee authorizes the Promoter to withhold registration of conveyance deed in the favour of Owner/the said Society till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Owner/the said Society/Allottee

h. Under no circumstances, the Allottee/s shall be entitled to such conveyance, unless entire amount of total consideration or any other amounts of money payable under this Agreement or as may be otherwise agreed, by the Allottee/s either to the Promoter or to any other agencies or authorities are actually paid by the Allottee/s.

34. The Allottee/s hereby expressly acknowledge and admit that some of the Flats in the said Project may not be sold at the time even after completion of construction or issuance of completion /occupation certificate by Planning Authority in which case the Promoter shall have the privilege and right to sell /allot such Flats

to any person/s as per its discretion any time in future. The Allottee/s shall always extend requisite co-operation to the Promoter for giving membership of the Owner/the said Society herein to such a new Allottee/s and such membership will be given by accepting the membership fee, admission fee and share money as covenanted in the said Re-development Agreement. Since the Promoter is holding those unsold Flats with the intention to sell out the same to intending Allottees, the Promoter shall not be liable to pay any maintenance charges of unsold Flats to the Owner/ the said Society and it is only the new Allottees of the unsold Flats who shall be liable to pay the maintenance charges after purchase of their respective Flats. The Allottee/s has/have agreed to such an arrangement and he/she/ they shall scrupulously follow the same forever. This condition shall also be binding on Allottee/s and the existing members of the Owner/the said Society.

35. The Allottee/s hereby agree/s and confirm/s that, he/she/it/they shall pay an amount of Rs. 600/- (Rupees Six Hundred Only) comprises of Rs. 100/- as membership fee, Rs. nil/- towards admission fee and Rs.500/- towards share money, to the Promoter as envisaged in the said Re-development Agreement on or before execution and registration of this presents and the said amount shall be payable in the name of Owner/the said Society. Upon getting such an amount from the Allottee/s, the Promoter shall deposit it along with the Application for membership, registered copy of this Agreement of the said Flat of the Allottee/s with the Owner/the said Society herein. Thereafter, Owner/the

said Society shall be entitled to give membership to the respective Allottee/s.

36. The Promoter shall insist the Owner/the said Society to give membership to the Allottee/s only on receiving entire consideration and/or other dues and deposits from him. Further the Allottee/s shall sign necessary forms, papers and documents as per the direction of the Promoter as and when required by the Promoter.

37. The Allottee/s shall on or before delivery of possession of the said Flat keep deposited with the Promoter, the following amounts:-

- (i) Rs. 600/- (Rupees Six Hundred Only) for share money, application entrance fee of the Society or condominium or Limited Company/Federation/ Apex body.
- (ii) Rs. Nil for formation and registration of the Society or condominium or Limited Company/Federation/ Apex body.
- (iii) Rs. ----Nil---- for proportionate share of taxes and other charges/levies in respect of the Society or condominium or Limited Company/Federation/ Apex body.
- (iv) Rs. 10,000/- (Rupees Ten Thousand Only) for charges towards Water connection/ water meter.
- (v) Rs.10,000/- (Rupees Ten Thousand Only) for Deposits of electrical connection.
- (vi) The Allottee/s shall pay to the Promoter a sum of Rs. _____/- (Rupees _____ Only), being proportionate share in capital property of the Society or share in the sinking fund directly in favour of

the Society before Society accepting the Allottee as their member of the said Society.

(vii) Rs. Nil/-(calculated @ the *ad hoc* rate of Rs. ---Nil--- carpet area *plus* balcony area *plus* sit-out area *plus* cupboard area (if any) of the said Flat on account of twelvemonths maintenance charges payable within 15 days from the date of letter of offering possession of the said Flat to meet the common expenses i.e. common taxes, fees, electricity charges, all AMCs, sanitary and other utility services, garden and other services and amenities of the said Property / Project Land and in the building/s standing thereon and the said Property /Project Land including remuneration, salaries and wages of watchmen, supervisors, sweepers, gardeners and other persons that may be employed for the aforesaid purposes in respect thereof and the Allottee/s shall not withhold any payment of the amount demanded by the Promoter under this clause on any ground whatsoever. The Allottee/s hereby admits that aforesaid amount of maintenance is only indicative amount and actual amount that may be demanded by the Promoter may differ. In case actual expense exceeds the estimate the Promoter /Owner/the said Society shall be entitled to demand additional amount towards such short fall.

38. The Allottee/s admit/s and confirm/s that he/she/they will be punctual for paying contribution of maintenance charge amount to Promoter or to the Owner/the said Society. The Allottee/s shall not be entitled to any interest on sums so paid.

39. On conveyance /assignment as envisaged hereinabove, the above collected amounts shall be paid by the Promoter to the Owner/the said Society.
40. The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale / transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement.
41. It is explicitly and irrevocably agreed, by the Allottee/s that this purchase by the Allottee/s is as Joint Tenants and not Tenants in common. Hence, in the event of death of any of the Allottee/s on receipt of intimation thereof with required evidencing documents, by the Joint Allottee, the name of such deceased Allottee/s shall be deleted and the ownership shall completely vest exclusively with Joint Allottee/s and to exclusion of any other heirs of such deceased Allottee/s. However it is explicitly made clear that if any claimant other than the executants in this Agreement claims, rights, title and interest in the said Flat then it is the sole responsibility of the remaining Co-Allottee to settle dispute/disagreement in respect of this covenant and same has to

be settled at the cost of the remaining Co-Allottee. The Promoter is not responsible in any manner whatsoever for cost & consequence.

42. Any delay tolerated, indulgence shown by the Promoter in enforcing the terms of this Agreement or for any forbearance or giving of time to the Allottee/s by the Promoter shall not be considered or construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.
43. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Property and Building/s or any part thereof. The Allottee/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter and/or Owner/the said Society, until the conveyance is made in favour of the Owner/the said Society, as envisaged hereinbefore.
44. The Allottee/s shall not any time demand partition of his/her/their interest in the said Flat and/or in the said Property/ Building prior to the conveyance as envisaged herein and it is hereby agreed and declared that the interests of the Allottee/s in the said Flat and/or in the said Property / Building are impartible and it is agreed that the Promoter shall not be liable to execute and/or

cause to be executed any conveyance or any other document in respect of the said Flat in favor of the Allottee/s except as is herein expressly provided.

45. All direct and indirect taxes as imposed/ to be imposed by the government, semi-government, local authorities, any statutory body, etc. in respect of the said Property / Building and/ or the said Flat and/ or this Agreement and/ or this transaction shall be borne and paid exclusively by the Allottee/s. The Allottee/s hereby undertake to indemnify and keep the Promoter indemnified all the time and keep the Promoter harmless from all losses that may be suffered by the Promoter on account of non-payment and/or delayed payment inter alia of maintenance charges, contributions, taxes, levies, outgoings et cetera and other defaults, or any breach of terms and conditions of this Agreement on part of the Allottee/s.
46. By reasons of any judgment of court of law or amendment to the constitution or enactment or amendment of any other Central or State Laws at present in force or under law(s) that may come in force in future, if the transaction under this Agreement is held liable now or any time in future, to taxes such as GST (Goods and Services Tax), etc. under concerned Acts/ Rules/ Legislations etcetera, as a sale or otherwise, either wholly or in part any inputs or material or equipments used or supplied in execution or in connection with this transaction, such taxes shall be exclusively payable by the Allottee/s on demand at any time without rendering either the Promoter and/or the Owner/the said Society

liable in this behalf in any manner whatsoever. In such an event the Promoter shall have the right to recover/collect, such tax(es),duties from the Allottee/s.

47. The Promoter hereby clarifies that it has withdrawn all its advertisements and brochures etc. in respect of the said Project published prior to _____ and the same are not in uses and the Allottee/s hereby acknowledges the same. The Allottee/s further hereby admit and confirms that he has relied only on the advertisements and brochures in respect of the said Project published by the Promoter only after _____. The Promoter has also registered this project under RERA under no. _____.

48. The Allottee/s hereby agrees that till the management of the said Building of the said Project is handed over to all the Allottees participating in the said Project / Owner/the said Society, the Promoter shall be entitled to look after day to day maintenance of the said Project /Building to be constructed on the said Property /Project Land. The Allottee/s and the Owner/the said Society hereby agrees to authorize the Promoter to act as a designated authority of the said Project, open temporary bank account in the name of the said Project till its completion and operate the same through nominees in capacity of designated authority, to demand and receive amount of contribution from new Flat Allottee/s including Allottee/s herein for a period of twelvemonths from now and also for such further period thereafter till the entire charge of maintenance activities of the said Project is handed over to the

Owner/the said Society herein, deposit the contribution amount in the bank account, to spend and apply the amount so collected from the Flat Allottee/s for maintenance, housekeeping and essential common areas and amenities/facilities and such other purposes the Promoter thinks proper from time to time, to keep accounts of the amounts spent for maintenance, to carry on all the above activities even after lapse of twelve months from now till Promoter hands over entire charge of maintenance of the said Project /Property /Building to the Owner/the said Society. The Allottee/s hereby agrees to pay the Promoter on demand additional amount payable of contribution after lapse of said twelve months till the Promoter hands over the entire charge of the said Project to the Owner/the said Society.

49. For the purpose of this transaction the Promoter has relied on the representations of the Allottee/s that the amount of total consideration in respect of the said Flat payable by the Allottee/s to the Promoter or portion thereof is not originated from any proceeds of crime as envisaged under the provisions of Prevention of Money-Laundering Act, 2002 / Benami Transactions (Prohibition) Amended Act, 2016 amended up-to-date, and rules thereunder.
50. The Allottee/s has willingly participated in the said Project of the Promoter and Allottee/s shall pay to the Promoter the agreed total consideration and other deposits or outgoings punctually and diligently. The Allottee/s hereby indemnifies the Promoter from losses that may be incurred by the Promoter on account of such

non/delayed payment and Allottee/s hereby indemnifies to keep the Promoter harmless and free from such losses.

51. The Promoter shall not be responsible for the consequences arising out of change in law or change in Municipal and other law, rules, regulations.
52. All notices to be served on the Allottee/s in connection with this Agreement shall be deemed to have been duly served on the Allottee/s if sent to any one of the Allottee/s by Registered Post/Speed Post / E-mail at following address:

Name & Address of Allottee /s:-

Notified Email ID: -----

53. All notices to be served on the Promoter in connection with this Agreement shall be deemed to have been duly served on the Promoter if sent by Registered Post/ Speed Post at their following address:

Name of Promoter

M/S FLYING EARTH LLP

Office 1 & 2, Parmar, Paranjape B Scheme,

Road No. 1, Vile Parle (E), Mumbai- 400057

Notified Email ID: amit@pruthvienterprise.co.in

It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be. Further, that in case there are Joint Allottee all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

54. The Allottee/s shall pay adequate stamp duty, registration charges and present this Agreement at proper registration office within the time limit prescribed by the Registration Act and the Allottee/s and the Promoter shall attend such office and admit execution thereof.
55. Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule /Plan within 15 (fifteen) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 15 (fifteen) days from the date of its receipt by the Allottee/s and/or

appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

56. The Allottee/s and/or the Owner/the said Society shall follow and comply *inter alia* all applicable rules, regulations, conditions, etc. imposed by all the laws, statutes, boards and policies, *inter alia* such as

- i) Water (Prevention and Control of Pollution) Act 1974
- ii) Air (Prevention and Control of Pollution) Act 1981
- iii) Environment (Prevention and Control of Pollution) Act 1986
- iv) H.W. (M & H) Rules
- v) Maharashtra Pollution Control Board
- vi) Public Liability (Insurance) Act, 1991
- vii) Maharashtra Regional and Town Planning Act, 1966
- viii) Maharashtra Land Revenue Code
- ix) DC Rules, and all concerned laws applicable for time being in force etc. and notifications, circulars there under published by concerned government authorities / departments.

Provided further that where the Promoter is required to carry out certain obligations under any of the aforesaid Acts the Allottee/s and the Owner/the said Society, shall co-operate and compensate

the Promoter against the expenses as may incurred by the Promoter for such compliance.

57. Provided that any deduction of an amount made by the Allottee/son account of Tax Deducted at Source (TDS), as may be required under the present Income Tax Act, 1961, under section 194IA, read together with the Income Tax Rules, 1962, as per present prevailing law or such other Acts that may be introduced or substituted for the Income Tax Act, 1961 whether called the Direct Tax code or by such other name, to govern the deduction and payment of the TDS in respect of purchase of Immoveable property, while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter to the account of the Allottee/s, only upon Allottee/s submitting the Original certificate, evidencing deduction and payment of such tax deducted at source as may be prescribed by the Law and rules governing the deduction of TDS, presently Income Tax Act, 1961 and the Income Tax Rules, 1962.

Provided further that at the time of handing over the possession of the said Flat if any such certificate(s) has not been produced or submitted by the Allottee/s to the Promoter, the Allottee/s shall pay/deposit an equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee/s producing such certificate(s) within 4 months of taking possession of said Flat. In case the Allottee/s fails to produce such certificate(s) within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said

Deposit against the sum(s)/dues receivable from the Allottee/s.

The Promoter reserves the right for not giving possession of the said flat if the amount of deposit as against producing the TDS certificates is not given by the Allottee at the time of possession.

58. Promoter hereby informs that as per DC Rules, the local authority or sanctioning authority granted various sanctions with respect to the bedroom, puja room, study room etc. However it is not incumbent on the Allottee/s to continue the same use but Allottee/s may use the sanctioned rooms as per suitable requirement. However, no change in toilet positions and kitchen position shall be done by the Allottee which include changing the plumbing lines which may result in leakages later on.
59. In case the Allottee/s mortgages the said Flat to any financial institution it shall be the sole responsibility of the Allottee/s herein to handover the original Agreement or any final document of the said Flat as and when executed and registered to the financial institution. The Allottee/s agree to do so without holding the Promoter responsible for the same and not to deal with the said Flat without prior permission and consent of the financial institution during pendency of the charge.
60. The Promoter shall before handing over possession of the said Flat to the Allottee/s and in any event before getting membership of the Owner/the said Society make full and true disclosure of the nature of his title to the said Property as well as encumbrances, if any including any right, title, interest or claim of any party in or over the said Property/ Building and shall as far as practicable, ensure that the said Property / Building is free from all

encumbrances and that the Owner/the said Society and the Promoter have absolute, clear and marketable title to the said Property to the extent of their respective portions, so as to enable them to convey the same to the ultimate Allottee/s.

61. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat.
62. 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 said Project shall equally be applicable to and enforceable against any subsequent Allottee/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. Further, the Allottee/s agree that they shall not object to any easement rights that need to be given to any person in and around the said Project and shall neither object to any such proceedings of land acquisition undertaken by the a government agency including any compensation / benefit given to the Promoter in turn for which no conveyance has occurred to the ultimate body of Flat Allottee expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottee/s to the Promoter for the same; save and except his right to enjoy and use the Flat

purchased by him and any other rights given by the Promoter to the Allottee/s for which consideration has been dispensed.

63. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
64. Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee in said Project, the same shall be in proportion to the carpet area *plus* balcony area *plus* sit-out area *plus* cupboard area (if any) of the said Flat to the total carpet area *plus* total balcony area *plus* total sit-out area *plus* total cupboard area (if any) of all the Flats of the said Project, such area is called as Sharing area.
65. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

66. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s herein. After the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.
67. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
68. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai court will have the jurisdiction for this Agreement.
69. This Agreement may only be amended through written consent of the Parties.
70. The Promoter has handed over Search Report and Title Opinion to the Allottee/s separately as per provisions of the said Act and the contents of the said Search Report forms part and parcel of this Agreement.

71. A photo copy of the board resolution in respect of the appointment of the Authorized Signatory is annexed and marked as **ANNEXURE-F**

72. The cost of Stamp Duty, Registration fees and other incidental and ancillary cost in respect of this Agreement have been as agreed, exclusively borne and paid by the Allottee/s.

SCHEDULE NO.I

(Description of the said Property referred above)

All that piece and parcel of land or ground admeasuring about 619 sq. meters as per actual measurement (639.9 sq. Mtrs. as per property card) bearing CTS No. 264, 264/1 to 8 in Village – Vile Parle (East), Taluka – Andheri, Dist. – Mumbai Suburban alongwith building known as `SHANTADEEP' consisting of two wings i.e. Wing 'A' consisting of 7 flats having Ground + 3 upper floors and Wing 'B' consisting of 8 flats having Ground + 4 upper floors having totally 15 Flats totally admeasuring 6455 sq. ft. carpet situated at Tejpal Scheme Road No.2, Vile Parle (East), Mumbai- 400 057, in the Registration Sub-District Mumbai and Mumbai Suburban (Bandra), Mumbai Suburban District and bounded as follows:

On or towards East : By Tejpal Scheme Road No.2

On or towards West : By Aradhana CHS Ltd. & Udyan Prabha

On or towards North : By Udyan Vikas CHS Ltd.

On or towards South : By Vallabh Darshan CHS Ltd.

SCHEDULE NO.II

(Description of the said Flat/Flat referred above)

ALL THAT piece and parcel of **Flat No.** ____ **on** _____ **floor,**
admeasuring about _____ **sq.mt i.e** _____ **Sq.ft. Carpet area** and
special amenities attached to flat,i.e _____ car parking spaces in stack
installed in stilt/basement in the Proposed Building/s to be constructed on
the said Property more particularly described in the First Schedule
hereinabove written.

SCHEDULE III

THIRD SCHEDULE – COMMON AMENITIES

Following are the common amenities provided in the said building :

- 1) Building consisting of Basement(car parking) + Stilt (car parking)
+ ____ (____) residential upper floors
- 2) Access to the basement car parks provided by __ (____) car lifts
and parking provided by way of installation of stacks in the
basement as well as in the stilt.
- 3) Access to the residential flat provided by 2(two) lifts of reputed
brand as per PWD and BMC norms.
- 4) Access to the terrace floor provided by way of a trap door in
absence of regular staircase room due to height restriction from
Civil Aviation Authorities. Due to the same restriction, Overhead
water tanks shall not be installed and water to each flat shall be
supplied by Hydro-pneumatic system only.
- 5) All flats shall have a Video Door Phone system with Lobby
manager at the Entrance Lobby.
- 6) Municipal water connection for domestic usage and for flushing
purposes , well water connection shall be provided.

- 7) Provision of electric supply from meter to each flat, provision of drain outlet and water inlets provided.
- 8) Waterproofing at terrace / podium / basement shall be provided.
- 9) Staircase of adequate width as per BMC norms with Fire Fighting Equipments in place.

ANNEXURE-A

(Final IOD)

ANNEXURE-B

(Full Commencement Certificate)

ANNEXURE –C

(Description of the Legal Title Report)

ANNEXURE-D

(Description of payment schedule)

ANNEXURE-E

(Resolution for authorization of Partner)

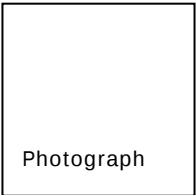
IN WITNESS WHEREOF the parties hereto set and subscribed their hand on the day, month and year first hereinabove written.

SIGNED SEALED AND DELIVERED by	)	Photograph	Left hand thumb impression
the withinnamed `THE DEVELOPERS`	)		
M / S. FLYING EARTH LLP	)		
through its Authorized	)		
Partner Mr. Amol Vijay Rege	)		
in the presence of	)		

Witnesses:-

- 1.
- 2.

SIGNED SEALED AND DELIVERED by the)
Within named "THE ALLOTTEE'S")



Mr. _____)

Mrs. _____)

In the presence of)

Witnesses :-

- 1.
- 2.

RECEIPT FOR PART CONSIDERATION

RECEIVED from Withinnamed)
Allottee/s a sum of Rs. _____/=)
Rupees _____)
_____ Only)
By cheques/pay orders, the details whereof)
are as under being earnest money/part)
Payment payable in respect of Flat No. _____ on)
_____ floor,admeasuring about _____Sq.ft.)
Carpet area alongwith _____ parking)
spaces in stack/s installed in stilt of Shantadeep)
Co-operative Housing Society Ltd., situated at)
Tejpal Scheme Road No.2 , Vile Parle(East))
Mumbai 400 057, as agreed to be sold on ownership))
to the Allottee/s Under this Agreement for Sale)
Dt.____/____/2019) Rs. _____/-

CHQ NO.	CHQ.DT.	BANK NAME & BRANCH	CHQ. AMOUNT

We say received
For M/S. FLYING EARTH LLP

Mr. Amol Vijay Rege
(Partner)

Witnesses :-

- 1.
- 2.

MUMBAI THIS ____ DAY OF _____, 2019

BETWEEN

M / S. FLYING EARTH LLP

..... Developers

AND

Mr. _____.

Mrs. _____.

..... Allottees / Purchasers

AGREEMENT FOR SALE
