

AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** (“**Agreement**”) is made at Mumbai this _____ day of _____, 2021.

BETWEEN

M/s. MOHITE REALTORS, a partnership firm (PAN NO.**AAVFM4365M**), registered under the provisions of Indian Partnership Act, 1932, having following partners Shri. Pramod Shridhar Mohite, Dr. (Mrs.) Pushpa Pramod Mohite & Shri. Rajas Pramod Mohite, its registered office at 201, RAJAS RESIDENCY, Plot No. Office Building No.1, Opp. Building No. 81, Pant Nagar, Ghatkopar [East], Mumbai 400 075, represented through its authorised Partner Shri Pramod Shridhar Mohite, hereinafter referred to as “**THE PROMOTER**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include its partner or partners for the time being and from time to time, the survivor or survivors of them and their respective legal heirs, executors and administrators) **OF THE ONE PART**

AND

Mr / Mrs / Ms / Messrs _____ having address at _____

_____ hereinafter referred to as 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/s his/her/their heirs, executors, administrators and permitted assigns / in the case of a partnership firm, the partners for the time being and from time to time constituting the partnership firm, the survivor/s of them and the heirs, executors and administrators of the last surviving Partner and permitted assigns / in case of a Organisation / company, its successors and permitted assigns / in case of a Hindu undivided family the Karta and members for the time being and from time to time of the coparcener and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and permitted assigns / in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and permitted assigns) of the Other Part

PROMOTER

PURCHASER/S

WHEREAS

- A. **PANTNAGAR MANGAL CO-OPERATIVE HOUSING SOCIETY LTD.**, a society registered under the Maharashtra Co-operative Societies Act, 1960 bearing Regn. No.BOM/HSG-7985 year 1983 dated 17.02.1983, having its registered office at Bldg No.95, Pantnagar, Ghatkopar (East), Mumbai-400075 is seized and possessed of or otherwise well and sufficiently entitled to the leasehold right, tile and interest in respect of the land admeasuring as per Conveyance Deed with MHADA 827.10 sq. mtrs., as per approved layout/ site measurement 858.03 sq. mtrs. & as per revised layout with MHADA 844.42 sq. mtrs. or thereabouts lying and being at Survey No. 236A corresponding to CTS No. 184 (Part) of Village Ghatkopar situated at Pant Nagar, Ghatkopar (East), Mumbai- 400 075 (hereinafter referred to as the **“said Land”**) and the Building No. 95 consisting of 32 (Thirty Two) tenements (each having about 20.22 sq. mtrs. Carpet Area for housing purpose and residential use on rental basis) standing on the said Land (**“said Building”**). The said Land and the said Building are hereinafter referred to as the **“said Property”** and more particularly described in the **First Schedule** written hereunder;
- B. The Society and its Existing Members vide their resolution dated 01.04.2018 decided to irrevocably appoint M/s Mohite Realtors, the Promoter herein as developer by adopting the process and procedure which is more particularly mentioned under the guidance and circular dated 03.01.2009 issued under Section 79A of Maharashtra Co-operative Societies Act, 1960.
- C. The Society has vide Letter of Intent dated 02.11.2018 selected the Promoter and approved the proposal and appointment of the Promoter to redevelop the said Property by demolishing the Existing Building standing on the said Land and constructing a New Building by utilizing and consuming maximum permissible FSI/ Fungible FSI/ TDR that may be available in respect of the said Property and to provide to each Existing Members, “Free of Cost” and “on ownership basis” permanent alternate accommodation in the New Building to be constructed on the said Land.
- D. In furtherance of Letter of Intent, the Society and its 24 (Twenty Four) Existing Members have vide (i) Development Agreement dated 03.07.2019 duly registered in the office of Sub-Registrar of Assurance Kurla 2, Bandra under Sr. No. 8103 of 2019 (ii) Supplemental Development Agreement dated 20.09.2019 duly registered in the office of Sub-Registrar of Assurance Kurla 2, Bandra under Sr. No. 11252 of 2019 and (iii) Deed of Confirmation dated 20/11/2020 duly registered in the office of the Sub-Registrar of Assurance Kurla-4 under Sr. No. KRL4-11265-2020 / Deed of Confirmation dated 20/11/2020 duly registered in the office of the Sub-Registrar of Assurance Kurla-4 under Sr. No. KRL4-11266-2020 / Deed of Confirmation dated 20/11/2020 duly registered in the office of the Sub-Registrar of Assurance Kurla-4 under Sr. No. KRL4-11267-2020 (**“Development Agreements”**) granted to the Promoter, sole and exclusive re-development rights in respect of the said Property by demolishing the Existing Building and constructing new building/s for residential use by utilising and consuming current FSI as may be available and loading TDR and additional FSI in form of Fungible FSI to the maximum extent permissible as per DCPR, 2034 and on the terms, conditions and covenants as more particularly mentioned in the said Development Agreements.
- E. Pursuant to the said Development Agreements, the Developer has undertaken the work of the redevelopment of the said Property and have got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the new building to be constructed on the said Property and has commenced construction of a Residential building to be known as “ANUJ AURA” (or such other name as may be decided by the

- Promoter) on the said Property.
- F. A copy of Certificate of Title issued by Mr. Vatsal Shah (Messrs V Juris, The Law Offices), Advocate in respect of the said Land together with the copy of the Property Register Cards in respect of the said Land are hereto annexed and marked as **Annexure “A”**.
- G. The Promoter has appointed an Architect who is duly registered with the Council of Architects, as the Architect in connection with the construction of the new building (hereinafter referred as the “**Architect**”). The Promoter has also appointed **M/s Epicons Consultants Pvt. Ltd.**, as Structural Engineers for providing the structural designs and drawings of the new building. The Purchaser has accepted the professional supervision of the Architect and the above referred Structural Engineers and/or any other architect or structural engineer, who may be appointed by the Promoter till the completion of development on the said Property, for the purpose of construction and completion of the new building.
- H. The Promoter had submitted plans to the MHADA for re-development of the said Property and the Building and the Promoter has received the following:
- (i) Intimation of Approval (“IOA”) bearing no. MH/EE/(B.P.)/GM/MHADA-1/504/2020 dated 11th August, 2020. A copy of the Intimation of Approval is hereto annexed as **Annexure “B”**
- (ii) Plan of the Layout as approved by the **MHADA**, a copy of which is hereto annexed as **Annexure “C”**
- (iii) Commencement Certificate (“CC”) bearing no. MH/EE/(BP)/GM/MHADA-1/504/2021 dated 3rd June, 2021 up to Plinth level. A copy of the CC is hereto annexed as **Annexure “D”** .
- I. In accordance with the approved and sanctioned plans, the Promoter has, inter alia, commenced construction of the new building “ANUJ AURA” consisting of Wing A comprising of Ground to 16th Floor (Residential) and Wing B comprising of Ground Floor to 16th Floor (Residential) (hereinafter both the wings are jointly referred to as the “**Building**”) on the said Land. The Promoter 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.
- J. The Promoter proposes to construct the Building in phase wise manner as per the plans approved or to be approved by the concerned authority with such amendments and alterations as may be permitted by the authorities concerned.
- K. As aforesaid, the Promoter alone has the sole and exclusive right to develop the said Land and construct Building thereon and sell or otherwise dispose off or alienate the premises in the Building as also parking spaces etc., individually or separately and to enter into agreement/s with the buyers of the same and to receive the sale price including fees-subscription-premium etc. in respect thereof. Upon completion of the development of the whole of the said Project, the Promoter intend to convey and/or transfer/ hand over the management of the said Building to a Society, as may be permissible. The Promoter will hand over the management of the Building to the Society when the said Land is fully developed by the Promoter and full Floor Space Index (FSI) thereon including any increase thereto under any Scheme or Project of

MHADA/ Central / State Government of Municipal Corporation or any other authorities, whether in force or proposed or otherwise and the benefit of FSI/TDR that is transferred and permitted to be consumed on the said Land including the said Property and the building thereon are consumed and appropriated by the Promoter fully or after 18 months from the date when the Building has received the Full Occupation Certificate whichever is later, but only after receipt by the Promoter of the full consideration or price of all Flats and all other dues receivable in terms of the agreement or otherwise at law from all buyers.

- L. The Purchaser(s) has/have demanded from the Promoter and the Promoter has given full, free and complete inspection to the Purchaser(s) of all the documents of title relating to the said Property, the IOD, the C.C., the sanctioned plans and the plans, designs and specifications of the Flats prepared by the Promoter's Architect and of such other documents as are specified under Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "**the said Act**") and the Rules and Regulations made thereunder including all the document mentioned in this Agreement and the Purchaser/s has/have satisfied himself/herself/ themselves/itself about the same.
- M. The Parties relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws and the Purchaser(s) having perused all the necessary documents, deeds and writings related to title of the Promoter to the said Land and the Building alongwith all other documents as specified in the said Act, and after being fully informed and satisfied about the same, as also about the status and the plans in respect of the Building, is/are desirous of purchasing from the Promoter a Flat bearing No. _____ admeasuring about _____ square meters of carpet area equivalent to _____ square feet of carpet area or thereabouts (in bareshell condition, prior to application of any finishes/ finishing materials) ("**Said Flat**") on the _____ floor in Wing _____ of the said Building known as "ANUJ AURA" (or such other name as may be decided by the Promoter) being constructed on portion of the said Land together with the benefit of Common Areas and Facilities appurtenant to the said Flat which includes the facility of _____ no. of car park to be situated at _____ being constructed in the layout (hereinafter referred as the "**said Premises** ") and has requested the Promoter for allotment of the same for the sale consideration of Rs. _____/- and other charges and on the terms, conditions specified hereinafter.
- N. The Promoter is required to deposit the sale consideration of the said Flat into the designated account opened by the Promoter with the bank/financial institutions.
- O. Prior to the execution of these presents the Purchaser(s) has paid to the Promoter a sum of Rs. _____ (Rupees _____) and at the time of execution of this Agreement, the purchaser/s has paid to the Promoter a sum of Rs. _____ (Rupees _____) being part payment of the sale consideration of the said Premises agreed to be sold by the Promoter to the Purchaser as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Purchaser(s) has agreed to pay to the Promoter the balance of the sale consideration and other charges in the manner hereinafter appearing;
- P. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at

PROMOTER

PURCHASER/S

Mumbai under no. _____ And copy of registration certificate is annexed hereto as **Annexure “E”**;

- Q. Under section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of the said Apartment with the Purchaser(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908;
- R. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said Premises.

NOW THIS AGREEMENT FOR SALE WITNESSES AND IT IS HEREBY MUTUALLY AGREED, DECLARED, AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. INTERPRETATION

In this Agreement, unless another intention is stated;

- (i) the recitals, Annexure and Schedules contained herein shall constitute an integral and operative part of this Agreement and shall be read and construed accordingly as an essential part of this Agreement.
- (ii) the singular includes the plural and vice versa;
- (iii) Reference to a particular gender does not exclude the other gender;

2. PROMOTER TO CONSTRUCT THE BUILDING :

The Promoter shall construct the said Building to be called and known as “ANUJ AURA” in accordance with the approved plans, specifications, designs and elevations which have been seen, intimated, explained and understood by the Purchaser/s as approved/alterd/amended by MHADA/concerned local authority. The Promoter is at liberty to make such amendments, alterations, modifications, and/or variations as the Promoter may consider necessary or expedient for implementation of Scheme or Project formulated/floated at present or in future by Central / Stage Government or MHADA or any other authority or for compliance of any Act, Rule or Regulation, as may be amended from time to time or as may be required to be made by the concerned local or any authority/the Government to be made in the layout and the buildings to be constructed thereon or any of them provided that, by reason of such amendments, alteration, modifications and/or variations, the area of the said Flat agreed to be purchased by the Purchaser/s will not be affected or reduced. The Purchaser(s) hereto agree and accord their specific consent to the Promoter for carrying out the said amendments, alteration, modifications and/or variations and agree to execute such papers and documents as may be requested for by the Promoter in this behalf. The Purchaser(s) hereby accord their further specific consent to the Promoter for constructing and disposing off as they deem fit any other additional structures that they may deem fit to build as per the prevailing rules and regulations and/or as amended from time to time in this behalf by the Collector or the MHADA or other authorities concerned on the said Property. The Purchaser(s) agree not to obstruct and/or raise any objection whatsoever and/or interfere with the Promoter, their nominees or assigns for carrying out amendments, alterations, modifications, variations and/or additions as aforesaid so long as the area of the said Flat agreed to be purchased by the Purchaser(s) is not affected or reduced.

3. PROMOTERS TO OBSERVE ALL TERMS AND CONDITIONS OF LOCAL AUTHORITY & OCCUPATION CERTIFICATE :

The Promoter hereby agree to observe perform and comply with all the terms and conditions stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said Plans or thereafter and shall, before handing over possession of the said Flat to the Purchaser/s, obtain from concerned local authority Occupation and/or Completion Certificate in respect of the said Flat.

4. AGREEMENT TO PURCHASE:

The Purchaser(s) hereby agree to purchase from Promoter and the Promoter hereby agrees , subject to the terms and conditions herein, to sell to the Purchaser(s), a Residential Flat bearing No. _____ admeasuring _____ square meters of carpet area (in bare-shell condition prior to application of any finishes /finishing material) equivalent to _____ square feet of carpet area or thereabouts (hereinafter referred to as “**the said Flat**”) on the _____ floor of Wing _____, of the said Building as indicated on the said Plan hereto annexed and marked **Annexure “F”** together with the benefit of the Common Areas and Facilities and Limited Common Areas and Facilities appurtenant to the said Flat which includes the facility of _____ no. of car parks to be situated at _____ being constructed in the layout as more particularly mentioned in the **Second Schedule** mentioned hereunder on the terms and conditions and for the consideration specified hereinafter.

5. The proposed carpet area of the said Flat would be as per the approved plans and may change as a result of physical variations due to tiling, ledges, plaster skirting, RCC column etc. The Purchaser/s agrees that the carpet area is therefore, subject to tolerance of +/-2% on account of structural design and construction variations.

6. The Purchaser/s agree that the location of the car parking space will be finalized at the time of handing over possession of the said Flat to the Purchaser(s). The Car parking space will be used by the Purchaser(s) in accordance with the terms and conditions imposed by the said Society from time to time. The Purchaser(s) acknowledge that the said Flat and the car parking space referred above, subject to confirmation of allotment, shall be held by the Purchaser(s) as one composite unit and the Purchaser(s) shall not be entitled to transfer the use and enjoyment of any one without the other.

7. FIXTURES, FITTINGS & AMENITIES:

The fixtures, fittings and amenities to be provided by Promoter in the said Wing/Building and the said Flat hereby agreed to be sold are those that are set out in **Annexure “G”** annexed hereto. However, The Purchaser(s) agree that the Promoter have the right to change the fixtures, fittings and amenities to be provided in the circumstances where there is an uncertainty about the availability of the fixtures, fittings or amenities or the materials required to be provided either in terms of quantity and/or quality and/or delivery and/or for any other reason beyond the control of the Promoter. In such circumstances, Promoter shall substitute the fixtures, fittings and amenities without any approval of or notice to the Purchaser/s in as much similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable Promoter to offer at the earliest/on time the possession of the said Flat/ said Premises to the Purchaser(s) as agreed under this Agreement. The fixtures, fittings and amenities are being provided by the Promoter in the said Flat free of cost and the Purchaser(s) agrees

not to claim any reduction or concession in the Purchase Price and/or in the amounts payable under this Agreement on account of any change or substitution in the fixtures, fittings or amenities provide by the Promoter.

8. PAYMENT OF CONSIDERATION AND BALANCE PRICE BY INSTALLEMENTS ETC:

- (i) In consideration of Promoter agreeing to sell the said Flat to the Purchaser(s), the Purchaser(s) agrees to pay to the Promoter a sum of Rs. _____/- (Rupees _____ only) (hereinafter referred to as the '**Purchase Price**'), which is inclusive of the proportionate price of the common area and facilities appurtenant to the said Flat. The nature, extent and description of the Common areas and facilities are more particularly described in the **Third Schedule** hereunder written.
- (ii) The Purchaser(s) has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) as advance payment or application fee and hereby agrees to pay the balance Purchase Price and other charges in the manner provided in **Annexure "H"** hereof, time being the essence of contract.
- (iii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, Cess or any other similar taxes which is applicable or may be levied, in connection with the construction of and carrying out the Project by the Promoter) up to the date of handing over the possession of the Flat.
- (iv) The Total Price is escalation-free, save and except escalation/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, cess or taxes 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 Purchaser(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 Purchaser(s).
- (v) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the 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, subject to variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit except and other than as a result of physical variations due to tiling, ledges, plaster skirting, RCC column etc. as mentioned hereinabove, then Promoter shall refund the excess money paid by the Purchaser(s) within forty-five days with annual interest at the rate State Bank of India highest marginal cost of lending Rate+2%, from the date when such excess amount was paid by the Purchaser(s). If there is any increase in the carpet area allotted to Purchaser(s), the Promoter shall demand additional amount from the Purchaser(s) as per the next milestone of the Payment Plan.
- (vi) The Purchaser/s agrees and confirms to pay the instalments of Purchase Price as set out in **Annexure "H"** and all other amounts which become due or payable by the Purchaser/s under the provisions of this Agreement including the amounts payable in terms of clause **15** below, by way of Account Payee cheque / demand draft / pay order payable to Promoter at Mumbai. All such Account Payee cheques / demand

drafts / pay orders shall be drawn in favour of “**MOHITE REALTORS**”, or such other name as may be intimated in writing by Promoter to the Purchaser(s). The Purchaser/s undertakes that all cheques given by the Purchaser(s) representing the instalments of Purchase Price and/or any other amounts payable in terms of this Agreement shall be honoured on their presentation. The Promoter hereby confirms that the entire Purchase Price to be received for the said Flat will be deposited into the designated account opened by the Promoter.

9. TIME IS THE ESSENCE OF CONTRACT:

The Purchaser/s undertake to pay all of the corresponding instalments of the Purchase Price as set out above and all other amounts which become due or payable by the Purchaser(s) under the provisions of this Agreement, without any delay or default, within a period of 15 (fifteen) days of a demand letter in respect of such payments being sent to the Purchaser(s) at the address set out in this Agreement. It is specifically agreed by the Purchaser(s) that this Agreement shall not create any right, interest and/or claim of the Purchaser(s) on the said Flat/ said Premises agreed to be sold until and unless the entire Purchase Price and all other amounts due and payable by the Purchaser/s under this Agreement is duly paid by the Purchaser/s to the Promoter herein.

The Purchaser(s) further agree and undertake to accept and not dispute the certificate of the stage of completion of the said Wing/Building as set out in the demand letter issued by the Promoter or by any other person for and on behalf of the Promoter, for raising a demand of the corresponding instalment of the Purchase Price. The Purchaser(s) further agree and undertake to accept the certificate that may be issued by Promoter or by any other or by any person on behalf of the Promoter, for certifying the completion of stages/ intervals required for the purposes of payment of the corresponding instalments of Purchase price as envisaged herein. The Purchaser(s) confirm and undertake to pay each and every instalment of the Purchase Price and all other amounts which become due or payable by the Purchaser(s) under the provisions of this Agreement, on the respective due dates, without any delay or default, and acknowledges that the time for such payment is the essence of this contract.

10. DEFAULT IN PAYMENT OR COMMITTING BREACHES OF THE AGREEMENT AND FIFTEEN DAYS NOTICE PERIOD BEFORE TERMINATION :

- (i) Any default in payment of any of the instalments of the Purchase Price or of any of the amounts payable by the Purchaser(s) under this Agreement, on their respective due dates, shall amount to a breach on the part of the Purchaser(s) of the terms of this Agreement. In the event of the Purchaser(s) committing any delay and/or default in making payment of any of the instalments of the Purchase Price and/or of any other amount due or payable by the Purchaser(s) to the Promoter under this Agreement (including the Purchaser’s proportionate share of additional infrastructure charges, rates, taxes, cesses and assessments levied or imposed by the concerned local body or Government authority and all other outgoings including the Charges, Contributions, Subscriptions and Fees) on their respective due dates or of any of the terms and conditions herein contained, the Promoter shall serve upon the Purchaser(s) 15 (fifteen) days’ notice in writing, specifying the breach or breaches of the terms and conditions of this Agreement by the Purchaser(s) and calling upon the Purchaser(s) to rectify the breach or breaches as specified in such notice.

- (ii) If the Purchaser(s) fail to rectify such default or breaches within the said period of 15 (fifteen) days, the Promoter at its sole option and without prejudice to any other rights and remedies that it may have against the Purchaser(s) in that behalf, be entitled to terminate this Agreement forthwith without any further reference to the Purchaser(s).
- (iii) Upon such termination, the Purchaser(s) shall cease to have any right or interest in the said Flat, said Premises or any part thereof. This right of the Promoter shall be without prejudice to its other rights under this Agreement and/or under RERA or other applicable law.
- (iv) Upon termination of this Agreement in terms hereof, the Promoter shall be at liberty to dispose of and sell the said Flat to such person and at such price as the Promoter may in its absolute discretion think fit. As a consequence of the termination of this Agreement and on the realization of the entire Purchase Price from the new purchaser of the said Flat, the Promoter shall refund to the Purchaser/s only the amount paid by the Purchaser/s (and not anything more than that) subject to the following deductions:
- a. 10% of the Purchase Price (which is to stand forfeited to the Promoter upon termination of this Agreement);
 - b. the taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Flat upto the date of termination of this Agreement;
 - c. processing fee and brokerage paid, if any etc. in respect of the said Flat;
 - d. the amount of interest payable by the Purchaser(s) to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- (v) The Promoter shall not be liable to pay to the Purchaser(s) any interest or compensation on the amount so refunded.
- (vi) Without prejudice to its right to terminate this Agreement, the Promoter may in its sole discretion accept from the Purchaser(s) payment of the delayed installment/s of the Purchase Price or any other amounts payable by the Purchaser/s to the Promoter in terms of this Agreement on the Purchaser/s paying to the Promoter interest at the rate of 18% per annum from the respective due dates of each such installment/s or the due date for payment of any other amount payable in terms of this Agreement, until payment and/or realization of such amount in favour of the Promoter, whichever is later.
- (vii) Any payment/s made by the Purchaser/s to the Promoter shall be first appropriated towards interest and the balance, if any, towards the principal sums of the instalments of the said Purchase Price and/or any other outstanding dues. The balance amount(s) due and payable by the Purchaser/s under this Agreement, whether as instalments of Purchase Price or otherwise, shall continue to attract interest as agreed above.
- (viii) The right of the Promoter to receive interest as aforesaid shall not entitle the Purchaser(s) to delay the payment of any amounts payable in terms of this Agreement on their respective due dates, nor shall it amount to or be construed as a waiver on the part of the Promoter of any of its rights, remedies and privileges in case of default in payment of any such amounts on their respective due dates in

the agreed manner by the Purchaser/s.

- (ix) Notwithstanding anything herein contained or any other communication addressed by the Promoter to the Purchaser(s) either prior to or after the execution of this Agreement, the Promoter shall have the first lien and charge on the said Flat agreed to be purchased by the Purchaser(s), in respect of any amount due and payable by the Purchaser(s) to the Promoter or otherwise under the terms and conditions of this Agreement.
- (x) Until all amounts including interest, if any, payable and all obligations and terms and conditions agreed to be complied by the Purchaser/s under this Agreement is fully paid and complied respectively, the Purchaser/s shall not be entitled to possession of the said Flat. Subject to the conditions herein contained, sale and transfer of the said Flat by the Promoter in favour of the Purchaser/s shall be complete only after the entire Purchase Price and all other amounts payable by the Purchasers in terms of this Agreement are paid in full by the Purchaser/s to the Promoter and possession of the said Flat is offered by the Promoter to the Purchaser/s on the Purchaser delivering to the Promoter duly filled in , signed and executed all necessary papers for possession as are to be given to various authorities or as are required by the Promoter.

POSSESSION:

11. Unless prevented by force majeure event/s, the Promoter will hand over possession of the said Flat to the Purchaser/s on or before _____ plus a grace period of nine (9) months) or such further period as may be agreed between the parties, subject to the Purchaser/s making timely payments of the instalments towards the Purchase Price for the ultimate sale of the said Flat as mentioned hereinabove and the Purchaser/s duly observing all the terms and conditions, contained herein. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said Flat on the aforesaid date, if the completion of Building in which the said Flat is situated is delayed on account of:-
- i. non-availability of steel, cement, other Building material or labour at market competitive prices; and/or
 - ii. non-availability / shortage of water or electric supply; and/or
 - iii. Pandemic, lock-down, restriction on construction activities by Govt. orders / notification or otherwise, war, civil commotion, strikes of workmen or labourers or other persons, transport strike, terrorist attack ,terrorist attack or an act of God, irresistible force or reasons beyond the control of or unforeseen by the Promoter; and/or
 - iv. any legislation, notice, order, rule, circular, notification of the Government 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; and/or
 - v. delay in issuing any permission, approval, NOC, sanction and/or Building occupation certificate and/or completion certificate by the concerned authorities; and/or
 - 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 Promoter; and/or

- vii. force majeure or any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by the Promoter, which may prevent, restrict, interrupt or interfere with or delay the construction of the Building including the said Flat; and/or
- viii. other force majeure and vis major circumstances or conditions including but not limited to the inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or other causes beyond the control of or unforeseen by the Promoter or their agents; and/or
- ix. any other forces or reasons beyond the control of the Promoter.

For the purpose of this Agreement this expression “force majeure” shall include any natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, pandemic, Govt. declared lock- down or restrictions on construction activities, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity or changes in law, regulations, rules or orders issued by any Court or Government authorities or any acts, events, restrictions beyond the reasonable control of the Promoter.

- 12. **PURCHASERS TO TAKE POSSESSION WITHIN 15 DAYS:** The Purchaser/s shall assume possession of the said Flat within 15 (Fifteen) days of the Promoter giving written notice to the Purchaser/s intimating that the said Flat is ready for use and occupation and offering possession of the same to the Purchaser/s by executing necessary indemnities, undertakings and such other documentation.. Commencing from the expiry of the period of 15 (Fifteen) days from issue of the intimation in writing by the Promoter to the Purchaser/s that the said Flat is ready for occupation, use and possession, 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 or not) in all respects, including loss or damage arising from the destruction, deterioration, or injury of the said Flat.
- 13. **PURCHASER TO CHECK UP ALL FIXTURES AND FITTINGS BEFORE TAKING POSSESSION:** The Purchaser/s shall check up all the fixtures and fittings in the said Flat before taking possession of the same. At the time of taking possession of the said Premises, the Purchaser/s shall bring to the attention of the Promoter any defects in completion of the said Flat, in absence whereof, the Promoter shall be deemed to have presumed that the Purchaser/s is fully satisfied with the completion of the said Flat in all respects as being in accordance with the terms, conditions and stipulations of this Agreement for Sale and acknowledge in writing to that effect to the Promoter. Thereafter, the Purchaser/s shall have no claim against the Promoter in respect of any item of work in the said Flat or in the said Wing or the said Building or on the said Property which may be alleged not have been carried out and/or completed and/or being not in accordance with the plans, specification and/or this Agreement and/or otherwise howsoever in relation thereto.
- 14. **DEFECT LIABILITY OF THE PROMOTER :** Subject to understanding that no changes are made to the original civil work by the Purchaser(s) and/or other Occupiers of the Building, if within a period of five years from the date of handing over the Apartment to the Purchaser(s), the Purchaser(s) brings to the notice of the Promoter any structural

defect in the Flat or the building in which the said Flat is situated or any defects on account of workmanship, then, wherever possible such defects shall be rectified by the Promoter at its own cost.

The Purchaser(s) agree that the defect liability period in respect of items/ articles/ accessories/ fittings which are manufactured by the concerned company/ agency shall be as per the guarantee/warranty period as prescribed by the manufacturing company if any.

15. ADDITIONAL PAYMENTS AT THE TIME OF POSSESSION:

(i) The Purchaser/s shall on demand made by the Promoter and on or before the taking over of the possession of the said Flat, pay to the Promoter the following amounts in addition to the Purchase Price agreed to be paid by the Purchaser(s) in terms of clause above :-:-

(a) Rs. _____/- (Rupees _____ only) towards legal charges and towards cost of preparing & engrossing this Agreement; (Non-Refundable);

(b) Rs. _____/- (Rupees _____ only) towards society formation charges);

(c) Rs. _____/- (Rupees _____ only) towards installation or connection of water, electric and sewer services (Non-Refundable);

(d) Rs. _____/- (Rupees _____ only) towards installation or connection of electric meter and services (Non-Refundable).

(e) Rs. _____/- (Rupees _____ only) Deposits to be paid to the concerned statutory body or local or public authority towards development/Infrastructure Charges, as and when applicable;

(f) Rs. _____/- (Rupees _____ only) towards 18 months Advance Maintenance Charges @ Rs.6/Sft.;

(g) Rs. **600/-** (Rupees **Six Hundred** only) for share money, application and entrance fee of the Society or such other large sum as may be required at the time (Additional Rs.100/- per person if number of person exceeds 1);

(h) Rs. _____/- (Rupees _____ only) towards additional amenity.

(ii) In respect of the said infrastructure/common facilities, the Promoter or its nominated agency shall commence issuance of the invoice of monthly maintenance charges which shall commence immediately on offer of possession for those who have not paid advance monthly maintenance and on expiry of 18 Months from the date of offering possession of the said Flat for those who have paid 18 months of advance monthly maintenance. The promoter is nominated agency shall commence issuance of the invoice of monthly maintenance charges as per the prevailing rates of men and material for rendering of the maintenance services, which shall be subject to revision on monthly/quarterly/yearly basis.

(iii) **SEPARATE ACCOUNT FOR SUMS RECEIVED TO BE USED FOR THE PURPOSES SPECIFIED ONLY:** The accounts heads and the corresponding amounts mentioned above are as per the present estimate, and are subject to modification by the Promoter. The un-utilised amounts as mentioned in clause 15 (i)- f & g above will be

transferred to the Society. The Purchaser(s) agree to pay any deficit in respect of the amounts mentioned above to the Promoter, within 15 (Fifteen) days of demand made in respect thereof. Save and except for amount mentioned in clause 15 (i) g & h above, the remaining charges mentioned in clause 15(i) are not the advance or deposits and the Promoter shall not be liable to render any account of other amounts mentioned in clause 15 (i) and/or refund the said other amounts to the Purchaser(s) or the Society.

16. OUTGOINGS PAYABLE BY THE PURCHASER(S) :

- (i) From the date, the Purchaser(s) are allowed to occupy the said Flat or the Promoter offering possession of the said Flat to the Purchaser/s, irrespective of the fact as to whether Purchaser/s took actual/physical possession of the said Flat or not, be liable to bear and pay the outgoing or as the case may be proportionate share of outgoings in respect of the said Flat, the said Wing, the said Building, the said Property, and the said common areas and facilities and amenities and all other common areas and facilities and amenities therein, including but not limited to annual lease rent, ground rent, development charges, local taxes like GST, Value added tax (VAT), LBT, Octroi etc, levies, service taxes, rates, duties, assessments, premiums, impositions, charges, penalties, transfer charges, betterment charges or other levies by the Corporation / concerned local authorities/ tax authorities and/or the Government (prospective and /or retrospective charges), and also all outgoings with respect to water charges (including that for supply by water tankers and/or by boring), insurance, common electricity bills, sinking fund, repairs, common staircase, lifts, sanitation, fire fighting equipments, close circuit TV, repairs and salaries of clerks, bill collectors, watch and ward, liftman, security, sweepers, accounting charges and other personnel and all other expenses necessary and incidental to the management and maintenance of the said Project and the said Building/said Wing as also the common services, internal roads, lights and other conveniences and utilities as will be available in common for the Purchaser/s. Until the management of the said Building is transferred to the Society, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The decision of the Promoter and/or its nominated agency, as applicable, with regard to payment of any of the amounts mentioned herein, and the share and contribution payable by the Purchaser/s, shall be final and binding on the Purchaser/s. The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest. On such handover of the management of the said Building/Property, the balance amounts of advance or deposits as mentioned hereinabove and, if any, in respect of the said common areas and facilities and amenities and the said infrastructure/common facilities shall be paid over by the Promoter to the Society of the said Wing/Building. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before 7th day of each month and shall not withhold the same for any reason whatsoever.
- (ii) The Promoter shall maintain only a consolidated account of all the deposits collected from the buyers of various premises in the said Building and of all deposits paid and expenses incurred therefrom. The Promoter shall not be liable to render any individual account of the amounts collected or disbursements made in respect of each separate premises notwithstanding any excess/ deficit collection from any particular buyer of the Flat in respect of his/her Flat. In the event, any shortfall arises then the Purchaser/s and/or the said Society, as applicable, shall be individually and collectively liable to pay to the Promoter such amount as may be determined by the Promoter at their sole discretion.

- (iii) If the Purchaser/s fails or neglects to pay these monthly outgoings in respect of the said Flat and/or their proportionate share of outgoings in respect of the common facilities and amenities/ limited common areas and facilities and/or the said infrastructure/common facilities for any reason whatsoever, then the Promoter shall without prejudice to their other rights and remedies be entitled to recover / collect the outstanding amount with interest @ 18% p.a. for the delayed payment. The Promoter shall have first lien and charge on the said Flat agreed to be acquired by the Purchaser/s in respect of any amount due and payable by the Purchaser/s under this Agreement.
- (iv) The Purchaser/s also agree that if due to any notifications, ordinances, enactments, judicial pronouncements or amendments in the existing laws, or due to any conditions in permissions /approvals/sanctions by statutory and/or other authorities for development of the said project, any additional infrastructure costs, taxes, levies, service tax, sales tax, vat, LBT, Octroi, GST etc, or any other amounts/cost pertaining or relating to the construction of the said project or sale of the said Flat are levied and/or payable, and /or payable and /or incurred/to be incurred by their Promoter, prospectively or retrospectively, the same shall be paid by the Purchaser/s on demand made by the Promoter within 15 (Fifteen) days of such demand being made, and the Purchaser/s shall indemnify and keep indemnified the Promoter from and against the payment thereof. The Purchaser/s will also be liable to pay applicable Property Tax of their Flat as soon as notified by the Promoter.

17. PROMOTER NOT TO SHARE OUTGOINGS :

The Promoter shall not be liable to bear the outgoings as aforesaid in any way in respect of the unsold flats/premises. The Promoter shall bear only the Municipal assessment of Property Tax levied by local authority if any payable but shall not be required to pay other, outgoings including maintenance, lift, water-pump, security, common lighting, repairs etc. in respect of unsold flats/ premises.

18. PROMOTERS TO HAVE RIGHT OF ADDITIONAL FSI, TDR, CHANGE IN PLAN ETC.:

It is hereby expressly agreed by and between the parties hereto that -

- (i) The Purchaser/s acknowledges and agrees that he / she / it is/are and shall be entitled to the said Flat/Apartment only as herein provided.
- (ii) The total carpet area of the said Flat shall at all times continue to as mentioned hereinabove and shall have no relation whatsoever to the area of the said Land underneath the Building. All benefits by way of balance Floor Space Index (hereinafter referred as "FSI") or FSI that may become available or may be generated on or in respect of the said Land or any part thereof, or similar right shall remain at all times with the Promoter and the Promoter and the Promoter alone shall be entitled to utilize the commercial potential of the same as it deems fit and proper without any reference or recourse to the Purchaser/s.
- (iii) The Purchaser(s) have been explained and made aware of the available FSI on the said Land and also the additional FSI and Transferable Development Right (hereinafter referred as "TDR") which may be availed thereon. Until hand over of the management / conveyance of the said Building in favour of the Society, if the FSI/Floor Area Ratio in respect of the said Land is increased and/or additional construction is possible on the said Land on account of FSI and/or TDR originating from the said Land on account of portions thereof under D.P. Road/ setback and/or TDR/FSI of other properties being available for being used on the said

Land (and/or on the amalgamated property, as the case may be) the Promoter shall be entitled to utilise such additional FSI, including by amending the present layout of the said Land subject to the necessary permission/ sanction being granted by the concerned additional built-up area as and by way of (i) additional floors on the Building; and /or (ii) construction of units at the podium level;

- (iv) The Purchaser/s hereby irrevocably agree and give its/their express consent to the Promoter for carrying out amendments, alternations, modifications, and/or variations in the layout plan / sanctioned plan of the said Building for the aforesaid purpose or such other purpose as may be deemed fit by them or required by MHADA /MCGM. The consent herein shall be considered to be the Purchaser's irrevocable consent. The Purchaser/s shall not raise any objection or cause any hindrance in the development/construction by the Promoter on any ground including but not limited to of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the said Flat or any other part of the said Building are affected, reduced or denied. The Purchaser/s hereby agree to give all the facilities and assistance that the Promoter may require from time to time so as to enable the Promoter to complete the development of the said Property in the manner that may be determined by the Promoter. It is expressly agreed by the parties hereto, that the Promoter is and will solely be entitled to sell and transfer on Ownership basis or otherwise and for its own benefit, the additional flats that may be constructed by it as aforesaid.
- (v) Except in respect of the said Flat hereby agreed to be acquired by the Purchaser/s or the facility of car parking provided to him/her/it, if any, the Purchaser/s shall have no claim whatsoever in any other flats, terraces or car parking spaces in the said Building or the said Property or any part thereof. It is further expressly agreed and understood by and between the Parties hereto that save and except the said Premises and the right to use and enjoy Common areas and facilities and the Limited Common areas and facilities, the Purchaser/s shall have no claim of any nature whatsoever to any other portion of the said Property or the said Building including the Common areas and facilities or the Limited Common areas and facilities or the said infrastructure/ common areas and facilities (except to the extent as provided in this Agreement) or any part thereof and all open spaces and unallotted flats and other spaces in the said Property and in the said Building will remain the property of the Promoter until the whole of the said Property and the said Building or management thereof is transferred to the said Society, as the case may be.

19. UNSOLD UNITS/ CAR PARKING SPACES ETC. BELONGS TO PROMOTER:

All unsold units, open/ covered garages, car parking spaces, open space, podium, space under and over the podium, basement space under stilt and other premises and spaces in the said Wing and/or the said Building which are proposed presently and/or which may be proposed in future shall belong to and owned by the Promoter and/or their nominees only and they will have sole and exclusive rights and authority to allot, alienate or dispose off the same on such terms and conditions as they may like to any party and receive and appropriate the consideration received thereof and the Purchaser/s will have no objection to the same and the Purchaser/s do hereby consent to what is stated above and the Purchaser/s agree and undertake not to claim any abatement in the price or concession or rebate or compensation or damages.

20. The Promoter intend to and may retain for themselves the remaining Flats in the said Wing and/or the said Building and/or any other buildings to be constructed in the said Project and may not sell to others and may let/lease out or give on leave and license basis, some or even substantial number of flats in the said Wing and/ or the said Building or buildings, as the case may be. The Promoter shall not be liable to apply for or obtain No Objection Certificate from the Society while selling the unsold Flats or pay non occupancy charges or transfer fees thereof to the said Society;
21. **PROMOTERS ENTITLED TO PUT UP ADVERTISEMENT & HOARDINGS:** The Promoter will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisements boards/ hoarding etc. of the Promoters and/or their affiliates (hereinafter referred as “**the displays**”) with various devices (including electronic, laser and neon signs) in one or more places in the said Wing and/or the Building therein including, on open space/s, the terraces of the said Wing and/or any parts of the said Building if it so desires at its own costs and expenses. The Promoter and/or their Group Companies will not be liable to make any payment of any nature to Purchaser/s and/or the occupant/s of the other Flats in the said Wing and/or the said Building and/or the Society or the Organisation in respect of the displays.
22. The Purchaser/s and the occupant/s of the other Flats in the said Wing and/or the said Building and the Society, as the case may be, shall not change or remove the displays and/or communication equipment so installed under any circumstances and shall give to the Promoter and the assignees of the said rights, all necessary co-operation for enabling them to install, maintain repair, change and operate the display / communication equipment, as the case may be, and exploit the said rights including by use of the common areas and facilities of the said Wing and/or the said Building for ingress and egress to and from the area in which such displays or communication displays are installed and shall ensure that no damage is done to the display and/or communication equipment and that no obstruction or hindrance is caused in the operation thereof.
23. **PROMOTERS RIGHT TO MORTGAGE :** The Promoter has availed of or propose to avail of financial assistance from banks, institutions and other persons, inter alia, against security of the said Building/ Property and/or construction thereon. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Purchaser/s under this Agreement in respect of the said Flat, the Promoter shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens on, encumber, mortgage, sell, assign, transfer, dispose of, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, privileges, and/or claims including development rights in respect of the said Building and/or Property or construction thereon of any part or parts thereof, without any notice to the Purchaser/s and the Purchaser/s have given and granted their specific, full, free, unqualified and irrevocable consent to the Promoter to do so. As part of such arrangement by the Promoter all or any of the responsibilities and/or obligations of the Promoter may be shifted or transferred to any other person or persons. All such arrangements by the Promoter shall be binding on the Purchaser/s. The Promoter undertake to clear the aforesaid encumbrances, if any, prior to hand over of management to the Society. The Promoter agrees that the Purchaser/s shall be entitled to raise necessary finance/ housing loan and to avail such loan on the security of the said Flat. However, it will be the sole responsibility of the Purchaser/s to repay the said loan and the Purchaser/s hereby undertake to indemnify and keep indemnified and harmless the Promoter from any claim or demand, loss arising from the same.
24. **SUB-STATION/ RECEIVING STATION FOR ELECTRICITY:** The Promoter shall be entitled to put or allow to put up an electric substation/receiving station on the said Property at

such place as they may decide and take the benefit thereof for the other plots of land which they or persons claiming through them shall develop in the neighborhood and vicinity or give benefit thereof to other persons or occupants in the neighborhood and give the authorities sub-leases of the sub-plots on which such sub-station/receiving station is erected, in such terms and conditions as the Promoters may decide.

25. **RIGHT TO TRANSFER / ASSIGN DEVELOPMENT RIGHTS:** Subject to the rights of the Purchaser/s to the said Flat under this Agreement, the Purchaser/s agree and unconditionally consent that the Promoters or any of them shall with the prior written approval of the Authority have the right to transfer the ownership including the development rights in the said Property or any portion thereof and/or the said Building including the said Wing/the said Building in whole or in parts to any other entity such as any partnership firm, Organisation whether incorporated or not, association or agency by way of sale, disposal or any other arrangement as may be decided by the Promoter in their sole discretion without any intimation written or otherwise to the Purchaser/s and the Purchaser/s agree not to raise any objection in this regard.
26. **RESTRICTION ON TRANSFER OF FLAT AND TRANSFER CHARGES:** Until all the obligations of the Purchaser/s under this Agreement has been complied with and/or all payments payable under this Agreement have been paid by the Purchaser/s, and until the Promoter have handed over management of the Wing and/or Building to the Society, the Purchaser/s agree that as and when they decide to sell and/or transfer their right, title, interest or share in said Flat, then in that event, they shall first take permission/ NOC of the Promoter. The Promoter may at its discretion permit such transfer, sale, grant or conveyance on such terms and conditions and subject to the following;
- a. Payment of transfer charges of 5% of the Total Price at which the said Flat is being sold to the prospective purchaser, till the time actual possession of the said Flat is handed over;
27. **FACILITY MANAGEMENT BY THE PROMOTER UNTIL HAND OVER OF THE MANAGEMENT TO SOCIETY:**
- The Purchaser/s acknowledge that on account of the brand of “Mohite Realtors” being associated with the Project/Property, till the hand over of the Management of the Wing/Building to the Society, the Promoter reserves their right to appoint an agency for the provision of maintenance of the said Project and/or the common areas and facilities and the limited common areas and facilities to be provided to the purchasers of the Flats in the said Wing and/or the said Building and/or the Project including the said infrastructure/common facilities and/or any recreational facilities by having such arrangements/agreements with the said Society as the Promoter may deem appropriate. It shall be the sole discretion of the Promoter to maintain and provide facilities or assign or appoint agency in that behalf.
29. The Purchaser/s expressly agree and undertake to execute a Facility Management Agreement or any other deed, document or writing as requested for by the Promoter or any of them or any of their nominees for providing such services and the Purchaser/s shall not object to payment of fees for provision of services as aforesaid.
30. The use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall be mutatis mutandis to the ownership of the said Flat by the Purchaser/s and his/her/its bona fide family members to the end and intent that:

- i. As and when the said Flat is sold or transferred, the use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall automatically stand transferred to the new purchaser of the said Flat and the Purchaser's rights to the access, usage and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall automatically stand extinguished;
 - ii. The Purchaser/s shall not be entitled to separate or segregate or retain for himself the use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities and/or decline or refuse to transfer to the new purchaser/s the benefit thereof along with the sale and transfer of the said Flat to such purchaser/s;
31. The Promoter shall be entitled to deal with the transfer/ possession/ use of the common service amenities and other amenities including the said infrastructure/common facilities on such terms and conditions as the Promoter from time to time may decide subject to the rights herein of the Purchaser/s under these presents.
32. If the Purchaser/s desire to have additional/extra fittings and fixtures of his/her/its/their own choice to be provided in the said Flat prior to the handover of the possession of the said Flat to the Purchaser/s, the Purchaser/s shall seek permission of the Promoter, which Promoter may in its sole discretion grant subject to such terms and conditions as may be imposed by the Promoter.
33. The Purchaser/s agree and undertake that the said Flat will not be occupied by any person or persons till the occupation certificate in respect of the said Flat is obtained by the Promoter and copy of the same is furnished/ or intimated to the Purchaser/s.
34. **PROMOTER'S FAILURE TO OFFER POSSESSION :** Subject to the Promoter having received the all the instalments due of the Purchase Price in respect of the said Flat and all other amounts payable by the Purchaser/s in respect of the said Flat, if the Promoter fails or neglects to offer possession of the said Flat to the Purchaser/s, other than for reasons beyond their control and/or their agents by the period aforesaid as mentioned hereinbefore or such further extended date as may be mutually agreed upon in writing by and between the parties hereto, the Purchaser/s may at its discretion, by a notice in writing, terminate this Agreement and in such event, the Promoter shall, be liable to refund to the Purchaser/s the amount of Purchase Consideration 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 + 2% per annum from the date on which the Promoter has received the aforesaid amounts till the date the amounts and interest thereon is repaid and the Promoter shall not be liable to pay any compensation or damages or offer any other premises to the Purchaser/s in lieu of the said Flat herein agreed to be purchased. In the above event, neither party shall have any claim whatsoever against the other in respect of the said Flat or arising out of this Agreement (including stamp duty and registration charges paid) and the Promoter shall be at liberty to sell and dispose off the said Flat to any other person at such price and upon such terms and conditions as the Promoter may deem fit. If in the aforesaid event, the Purchaser(s) does not intend to withdraw from the Project, the Purchaser(s) agrees that apart from simple interest at the rate of State Bank of India highest marginal cost of Lending Rate + 2% p.a., on the purchase consideration paid by the Purchaser(s), the Promoter will not be liable for and the Purchaser(s) will not be entitled to claim any other compensation or damages from the Promoter.
35. If at any time during construction of the said Wing/Building on the said Property the Purchaser/s is able to substantiate that the construction is not in accordance with the

Sanctioned Plans then the Promoter shall have the option to either rectify such deviation or refund the amount of Purchase Price till then paid by the Purchaser/s along with simple interest at State Bank of India Highest Marginal Cost of Lending Rate + 2% per annum. In case of Promoter exercising its right to refund the amount of Purchase Price, the Purchaser/s shall execute and register the required documents including any Deed of Cancellation in respect of the said Flat. In the given circumstances, the Purchaser/s shall have no other claim against the Promoter other than what is provided herein.

36. PURCHASER(S) COVENANTS:

The Purchaser/s himself and with intention to bring all persons into whosoever hands the said Flat may come, doth hereby covenant with the Promoter as follows:-

- a. To use the said Flat only for residential purpose and not permit for the purpose of office showroom/ shop/ godown or for carrying on any industry or business;
- b. To use the car parking spaces only for parking cars of the Purchaser/s during the time that the Purchaser/s holds the said Flat;
- c. To maintain the said Flat at the Purchaser's own cost in good inhabitable/tenantable repair and condition from the date possession of the same is offered by the Promoter to the Purchaser/s and shall not do or suffered to be done anything in or to the said Wing/Building in which the said Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Wing/Building in which the said Flat is situated and the said Flat itself or any part thereof.
- d. Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Wing/Building in which the said Flat is situated or storing of goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Wing/Building in which the said Flat is situated, including entrances of the said Wing/Building and in case any damage is caused to the said Wing/Building in which the said Flat is situated or the said Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- e. To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and not do or suffer to be done anything in or to the said Wing/Building in which the said Flat is situated which may be contrary to the rules and regulations and bye-laws of the MCGM or the other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the MCGM and/or other public authority.
- f. Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the said Flat is situated and shall keep the portion, sewers, drain 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 Building in which the said Flat is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs or RCC, Pardis or other structural

members in the said Flat without the prior written permission of the Promoter and/or the Society.

g. 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 said Wing/Building in which the said Flat is situated or whereby any increased premium shall become payable in respect of the insurance.

h. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Property and the said Wing/Building in which the said Flat is situate.

i. Not to use the refuge areas and/or fire fighting passages in the said Wing/Building for any purpose whatsoever as the same is provided as a refuge in case of fire.

j. To conform to the terms and conditions of the NOC issued by the Chief Fire Officer in respect of the refuge areas of the said Wing.

k. Pay to the Promoter within prescribed time limit all the amounts due and payable in terms of this Agreement.

l. Not to transfer or assign the interest in or benefit of this Agreement and/or not to let, grant licence of the said Flat until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and until the Purchaser has obtained the Promoter's prior consent in writing to the same till the hand over of the management of the Wing / Building to the Society.

m. After the possession of the said Flat is handed over by the Promoter to the Purchaser and until the management of the said Wing/ Building is handed over to the Society, to 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 Flat or any part thereof to view and examine the state and condition thereof and to make good, the defects, decay and repair and also for the purpose of laying, maintaining, repairing and testing drainage and water pipe and electric wires and cables and for similar other purposes contemplated by this Agreement.

n. To sign all the necessary applications, papers, documents and do all acts, deeds and things as the Promoter may require of him in order to become a member of the said Society.

o. Not to alter or affix grills from outside the windows or at any place which affects the structure, façade and/or elevation of the said Wing/Building in any manner whatsoever.

p. To abide by the terms and conditions attached to the various sanctions/ permissions/ N.O.C./ Orders set out in the Recitals herein above and not to do any act, deed or thing in violation thereof.

q. Not to claim any right or interest in the top terraces of the Building or any portion thereof save and except the right of access, for the purpose of inspection, repairs and maintenance of the common utilities and services located on such top terrace.

r. To abide by the terms, conditions and stipulations/Regulations as may be prescribed or made applicable by the Promoter or Government of Maharashtra, or any

statutory/public body or authority in respect of the said Property and/or building/premises standing thereon.

s. To observe and perform all the rules and regulations which the said Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Wing/Building and the said Flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the MHADA and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Flat in the said Wing/Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement. The Purchaser/s agree that the aforesaid amount to be collected from the Purchaser/s shall be collected and paid on an adhoc basis till all the Flats in the said Wing/Building are sold and the quantum of taxes for each Flat is determined.

t. Not to put up or install box grills outside the windows of the said Flat for the purpose of installing the air conditioners or otherwise or in any other manner do any other act which would in the opinion of the Promoter or the said Society, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the building.

u. To maintain the external elevation of the said Wing/Building in the same form as constructed by the Promoter and shall not in any manner whatsoever and not to put up, under any circumstances, any construction or enclose the project elevation which have been permitted (approved) free of FSI, in the plans already approved by MHADA.

v. To sign from time to time, all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interests of the Promoter and of the purchasers of the other apartments in the said Wing and/or the said Building and/or any other building/s in the said Project.

w. Not to at any time demand partition of the Purchaser's interest in the said Flat;

x. Not to cover or enclose in any manner whatsoever, the terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the said Flat in the said Wing/Building, without the prior written permission of the Promoter and/or said Society and concerned authorities.

y. Not to hang clothes, garments or any other things from the windows, grills, balcony/ies, terrace/s appurtenant to the said Flat.

z. To pay all the additional taxes, lease rent, lease renewal fees, etc. that may be levied by the concerned authorities.

aa. To pay all the amounts payable under this Agreement, as and when they become due and payable, time being the essence of this Agreement. Further the Promoter is not bound to give any reminder notice regarding such payment and the failure thereof, shall not be a plea or an excuse for non-payment of any amount or amounts on their respective due dates.

bb. to pay any amount/s required to be paid by the Promoter as agreed under this Agreement and to observe and perform the covenants and conditions except so far as the same ought to be observed by the Promoter.

cc. Not do or permit to be done any act or thing which may render void or voidable any insurance of the Building / said Property or any part thereof, or whereby, or by reasons whereof, increased premium shall become payable.

PROMOTER'S COVENANT:

37. The Promoter hereby represents and warrants to the Purchaser(s) as follows:

- a. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- b. 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;
- c. There are no encumbrances upon the project land or the Project except those disclosed in the title report and hereinabove;
- d. There are no adverse orders in any litigations pending before any court of law with respect to the project land or project;
- e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land 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, project land 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, project land, Building/wing and common areas;
- f. 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 Purchaser(s) created herein, may prejudicially be affected;
- g. 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 project land, including the Project and said Flat which will, in any manner, affect the rights of the Purchaser(s) under this Agreement;
- h. The Promoter confirms that the Promoter is 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 hand over of the management of the Building to the Society , the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure and Property to the Society ;
- j. The Promoter has duly paid and discharge undisputed government dues, rates, charges and taxes and other monies, levies, imposition, premium, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities;
- 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

Promoter in respect of the said land and/or Project except those disclosed in the title report.

38. The Promoter has informed the Purchaser/s and the Purchaser/s are aware and hereby expressly agree that the Promoter will be developing the said Property and the buildings to be constructed thereon in phases, as per the phase development programme to be determined by the Promoter in their absolute discretion from time to time. The Purchaser/s shall not raise any objection or cause any hindrance in the said development/construction by the Promoter whether on grounds of noise or air pollution inconvenience, annoyance or otherwise or on the ground that light and/or air and/or ventilation to the said Flat or any part of the said Wing/Building is adversely affected or likely to be affected by such construction.
39. The Promoters has disclosed the FSI available in respect of the said Property and no part of the said FSI has been utilized by the Promoter elsewhere for any purpose whatsoever. In case the said FSI has been utilized by the Promoter elsewhere, then the Promoter shall furnish to the Purchaser/s all the detailed particulars in respect of such utilization of the said FSI by them. In case while developing the said Property, the Promoter has utilized any FSI of any other land or property by way of floating FSI, then the particulars of such FSI shall be disclosed by the Promoter to the Purchaser/s.
40. The Purchaser/s along with other buyers of Flats in the said Wing/Building shall become member of the said Society. The Purchaser/s agree from time to time to sign and execute the applications for membership and other papers and documents necessary for becoming a member of the Society .
41. **PROMOTERS RIGHT TO BECOME MEMBER AND SELL AFTER HAND OVER OF THE MANAGEMENT TO SOCIETY:** In the event of the management of the Building is handed over to the Society before the sale and disposal by the Promoter of all the flats and other premises in the said Wing/Building, the power and authority of the said Society shall always be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the said Wing/Building, the construction of additional floors thereon and all amenities pertaining to the same and in particular the Promoter has the absolute authority and control as regards all the unsold apartments and other premises in the said Wing/Building and the disposal thereof. The Promoter shall be liable to pay the municipal taxes at actual only in respect of the unsold apartments and other premises. In such case, the Promoter shall join in as the member in respect of such unsold flats and premises and as and when such flats and premises are sold to the persons of the Promoter' s choice, the Society shall be bound to admit such Purchasers as members without charging any premium or other extra payment or transfer charges. The Promoter for the purpose of selling the unsold flats in the Building shall not be liable to apply for or obtain prior NOC or permissions of the Society or be liable to pay any transfer charges.
42. All documents necessary shall be prepared by Advocates & Solicitors of the Promoter. All costs, charges and expenses, including stamp duty and registration charges, in connection with the preparation, stamping and execution of such documents shall be borne and paid in proportion by all the Purchaser/s of the said Wing/Building.
43. The Society shall not issue Share Certificate to any Purchaser/ member without obtaining the No Objection Certificate from the Promoter certifying that the Promoter have no outstanding/dues pending on any account to be received from the purchaser/member and remaining unpaid. If the Society issues Share Certificate to any purchaser/ member without adhering to or abiding by the aforesaid condition, the Society shall itself be

responsible and liable to pay such amounts due and payable, if any, by such purchaser/member to the Promoter.

44. THIS AGREEMENT IS NOT GRANT TRANSFER ETC. OF LAND/BUILDING AND PURCHASER(S) NOT TO CLAIM ANY RIGHT IN RESPECT OF OTHER PREMISES:

Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment or transfer of possession in law of the said Flat or of the said Land and Buildings or any part thereof. The Purchaser(s) shall not be entitled to claim partition of their share in the said Building or portion thereof and the same shall always remain impartibly. Even after entire consideration is paid by the Purchaser(s) to the Promoter, the Purchaser(s) shall have no claim save and except in the Flat agreed to be sold to them.

45. CONVEYANCE OF BUILDING :

It is agreed by and between the Parties that the handing over of the management of the Building to Society in itself shall be treated as conveyance of the Building to the Society and the Promoter shall not be required or liable to execute and register separate Deed of Conveyance of the New Building to the Society. The management of the New Building shall be handed over by the Promoter to the Society only after all Flats (including Car Parking/other Spaces) in the building are sold/ allotted and after full development of the said entire project is completed by utilising the full F.S.I. of the said entire Land and after fully utilising increased F.S.I. available due to any change in the Development Control Rules or by way of amalgamation / Sub-Division with adjoining properties and/or having fully utilised the T.D.R. which may be obtained by the Promoter and/or after having fully utilised any F.S.I. available for development and/or construction on the said Land, or any other Scheme or Project or due to amendment of D.C. Regulations or any other Act, Rules or Regulations or as incentive under any Scheme that may be formulated/floated by Central/State Government or Municipal Corporation or any other authority or otherwise howsoever or after 18 (eighteen) months from the date when the Building received Full Occupation Certificate whichever is later, but only after receipt by the Promoter of the full consideration or price of all Flats and all other dues receivable in terms of the Agreement or otherwise at law from all buyers. Any premium or other sums of money demanded by any authority for the same will be paid by all the premises buyers alone and the Promoter shall not be responsible for the same in any way. Such Conveyance shall be in keeping with the terms and provisions of this Agreement.

46. STAMP DUTY AND REGISTRATION CHARGE ON THE CONVEYANCE OF THE BUILDING:

If the Promoter requires to convey the Building to the Society, the Purchaser(s) shall pay to the Promoter, the Purchaser(s)' share of stamp duty and registration charges payable by the Society on such Conveyance or any document or instrument of transfer in respect of structure of the said Building/Wing of the Building.

All costs charges and out of pocket expenses levies fees penalty or premium in connection with execution of Conveyance of the Building as well as the cost of preparing, engrossing, stamping and registering all the agreement or any other documents or document required to be executed by the Promoter or the Purchaser/s as well as the entire professional costs of the Advocates of the Promoter in preparing and approving such documents shall be borne and paid by the flat purchasers in the said Wing/Building including the Purchaser/s herein. The Promoter shall not be liable to contribute anything towards such costs, charges and expenses and the proportionate share of such costs, charges and expenses payable by the Purchaser/s shall be paid by them to the Promoter immediately on

demand.

47. All notices, consents and approvals to be given under this Agreement shall be in writing and shall unless otherwise provided herein be signed by any Authorized Signatory or Officer of the Promoter and any notice to be given to the Purchaser/s shall be considered as duly served if the same shall have been delivered to, left or posted to the Purchaser/s at the address specified below, by Registered Post A.D. or Courier. In case there are Joint Purchaser(s), all communication shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as property served on all the Purchasers. Any change in the address of the Purchaser/s should be notified in writing by the Purchaser to the Promoter:

All letters circulars receipts and/or notices to be served by the Purchaser/s on the Promoter shall be deemed to be validly and effectively served, if sent to the Promoter by Registered Post A.D./under Certificate of Posting/ Speed Post/Courier/hand delivery at its address specified below or such other address as the Promoter may hereafter notify in writing to the Purchaser/s:

48. If any GST/ Sales Tax/ Works Contract Tax/ Value Added Tax/ Service Tax is payable or any other tax/liability/levy/cess on account of this transaction arises now or in future, the same shall be paid and discharged by the Purchaser/s alone and the Promoter shall not be liable to contribute anything on that account. The Purchaser/s shall also fully reimburse the expenses that may be incurred by the Promoter in consequences upon any legal proceedings that may be instituted by the authorities concerned against the Promoter or vice versa on account of such liability.
49. The Promoter shall, in respect of any amount liable to be paid by the Purchaser(s) under this Agreement or otherwise at law, have first lien and charge on the said premises/Apartment agreed to be acquired by the Purchaser(s).
50. The Promoter and the Purchaser/s represent and covenant to each other that they have full right and power to enter into this Agreement and that all the necessary permissions and/or approvals required to enter into this Agreement have been obtained by the parties respectively, prior to the execution of this Agreement and the parties doth hereby indemnify and keep indemnified each other of and from the same.
51. 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 addition 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.
52. Any delay tolerance or indulgence shown by the Promoter in enforcing the terms and conditions of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliances of any of the terms and conditions of this Agreement by the

Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter.

53. The Purchaser/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents related to the said Property and has expressly understood the contents, terms and conditions of the same and the Promoter has entered into this Agreement with the Purchaser/s relying solely on the Purchaser/s agreeing, undertaking and covenanting to strictly observe, perform, fulfil and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser/s to be observed, performed and fulfilled and complied with.
54. Forwarding this Agreement to the Purchaser(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser(s) until, firstly, the Purchaser(s) signs and delivers this Agreement with all the schedules along with the payment dues as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser(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 Purchaser(s) for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Purchaser(s), application of the Purchaser(s) shall be treated as cancelled and all sum deposited by the Purchaser(s) in connection therewith including the booking amount will be returned after necessary deduction and without any interest or compensation whatsoever.
55. Each party hereto shall from time to time upon the reasonable request and cost of the other party execute any additional documents and do any other acts or things which may be reasonably required to give effect to the terms hereof.
56. **MUTUAL DISCUSSION AND ARBITRATION:** If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provisions hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavour to resolve the same by mutual discussion and agreement.
- If the dispute or difference cannot be resolved within a period of 15 (fifteen) days, from the notice by the aggrieved party as above, then the dispute shall be referred to arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in English language and the venue and seat of the arbitration will be Mumbai. The arbitration shall be conducted by a sole arbitrator who shall be appointed by the Company.
57. This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to 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 Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.
59. **STAMPING AND REGISTRATION OF THIS AGREEMENT:** The Purchaser/s are fully aware of the provisions of the applicable stamp Act as amended from time to time and

MHADA circulars making it incumbent upon the Promoter/ Developer to bear the stamp duty on this Agreement. However, the Purchaser(s) agree that they have received the discount/ concession from the Promoter in the Sale Consideration equivalent to the stamp duty and registration charges applicable on this Agreement on the agreement that all costs, charges and expenses including stamp duty and registration charges of this Agreement shall be borne and paid by the Purchaser/s without making the Promoter liable for the same. The Purchaser(s) also agree not to call upon or insist or seek reimbursement of the stamp duty and registration charges paid by them upon this Agreement from the Promoter in future either on the basis of MHADA circular or otherwise and the Purchaser(s) agree to have waived of their said right. If any stamp duty over and above the stamp duty already paid on this Agreement including the penalty if any is required to be paid or is claimed by the Superintendent of Stamps or concerned authority, the same shall be borne and paid by the Purchaser/s alone. The Promoter has informed the Purchaser/s that this Agreement has to be registered within 4 months of execution, or within successive 4 (four) months (on payment of requisite penalty by the Purchaser).

60. The Purchaser/s hereby declares that he/she/it/they are resident Indians and are entitled to acquire the said Flat in accordance with the provisions of the Foreign Exchange Management Act, 1999. It is abundantly made clear to the Purchaser/s that if the Purchaser is a Non-Resident Indian / foreign national of Indian origin, in respect of all remittances, acquisitions / transfer of the said Flat, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Purchaser/s understands and agrees, that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto the Promoter accepts no responsibility in this regard and the Purchaser/s agree to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.
61. Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be inoperative, void or illegal by a court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.
62. The Purchaser/s and Promoter shall present this Agreement at the proper registration office of the Sub-Registrar within the time prescribed by the Registration Act.
63. Save and except as may be specifically mentioned herein, this Agreement supersedes all documents and writings whatsoever (if any) executed or exchanged by and between the parties hereto prior to the execution hereof. The parties hereto hereby confirm, agree and

acknowledge that this Agreement represents and comprises the entire agreement between them in respect of the subject matter hereof.

64. The Promoter states that it is assessed to Income tax and the Permanent Account Number allotted to the Promoter is _____.
65. The Purchaser/s state/s that the he/she/it is assessed to Income tax and the Permanent Account Number allotted to the Purchaser/s is _____.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the said Land and Building)

The leasehold right, tile and interest in respect of the land admeasuring as per Conveyance Deed with MHADA 827.10 sq. mtrs., as per approved layout/ site measurement 858.03 sq. mtrs. & as per revised layout with MHADA 844.42 sq. mtrs. or thereabouts lying and being at Survey No. 236A corresponding to CTS No. 184 (Part) of Village Ghatkopar situated at Pant Nagar, Ghatkopar (East), Mumbai- 400 075 and the Building No. 95 consisting of 32 (Thirty Two) tenements (each having about 20.22 sq. mtrs. Carpet Area for housing purpose and residential use on rental basis) standing on the said Land .

On or towards North: BUILDING NO. 97

On or towards South: BUILDING NO. 81

On or towards East: ROAD 40’ – 0”

On or towards West: BUILDING NO. 96

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the Flat)

A residential Flat bearing No. _____ admeasuring _____ square meters of carpet area (in bare-shell condition prior to application of any finishes /finishing material) equivalent to _____ square feet of carpet area or thereabouts on the _____ floor of Wing _____,of the Building known as “_____” together with the benefit of the Common Areas and Facilities and Limited Common Areas and Facilities appurtenant to the said Flat which includes the facility of _____ no. of car park.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Details of the common areas and facilities)

SIGNED AND DELIVERED	]
By the within named Promoter	]
M/s MOHITE REALTORS	]
Through its Authorised Representative	]

PROMOTER

PURCHASER/S

In the presence of...

1.

2.

SIGNED AND DELIVERED by the

Within named Purchaser (s)

In the presence of...

1.

2.

RECEIPT

Received of and from the withinnamed Purchaser/s, the sum of Rs._____/ (Rupees_____only) being _____% of the Total Purchase Price as mentioned hereinabove, as advance or deposit payable by the Purchaser /s to the Promoter on or before execution of this Agreement.

WE SAY RECEIVED

For **Mohite Realtors**

Authorized Signatory

PROMOTER

PURCHASER/S

DATED THIS __ DAY OF _____ 2021

MOHITE REALTORS ...Promoter

AND

...Purchaser

AGREEMENT FOR SALE

VATSAL SHAH
V Juris, The Law Offices
106A, Vikas Building,
11 NGN Vaidya Marg
Fort, Mumbai – 400 001
www.vjuris.com

PROMOTER

PURCHASER/S

