

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made and entered into at Mumbai, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN**

**M/S. CHAITANYA ENTERPRISES** having **PAN No. AAQFC7460G** a registered partnership firm having its office at Radhakunj Bungalow, Mary Land Complex, I.C. Colony, Borivali (West), Mumbai- 400 103, hereinafter called the "**THE PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all the partners for the time being constituting the said firm and survivors or survivor of each of them and the heirs, executors, administrators of the last survivor and his/her/their assigns and authorized signatories) of the **ONE PART**

**AND**

**1) MR. \_\_\_\_\_ having PAN No. \_\_\_\_\_** an Indian Inhabitant, having his address at \_\_\_\_\_. hereinafter called the "**THE ALLOTTEE/S**" ("which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors and administrators and in case of the HUF, the members and the coparceners of HUF from time to time and the last surviving member and coparcener and the legal heirs, executors and administrators of such last surviving member and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives, executors and administrators and in case of a corporate body, its successors and in the case of the Trust its Trustees for the time being and from time to time of the Trust and the sole surviving Trustee and his, her or their heirs, executors and administrators) of the **Other Part**;

**WHEREAS**

- A. The Party of the First Part is a Partnership firm registered under provisions of Indian Partnership Act, 1932 engaged in the business of Construction, Development, and Redevelopment etc.
- B. The party of Second Part is a Party interested in purchase of the Sale Flat from the Developer in the Redevelopment Project of "**CHAITANYA OM SHIVAM (OM SHIVAM PREMISES CSL)**", registered under the Maharashtra Co-operative Societies Act, 1960

under Registration No. BOM/GEN/1121 of 1978, under Certificate of Registration dated 24th July 1978 having its office at Final plot No. FP/680A/1/8, Village Borivali, Om Shivam, Raiyani Gram- 2, Shimpoli Road, Borivali (West), Mumbai – 400 092,

**AND WHEREAS**

1. M/S. BOMBAY SUBURBAN VILLAGE IND. ASSOCIATION TRUST and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land bearing CTS No. 777, Survey No. 1495, Original Plot No. 414 and final Plot No. 622, TPS Borivali No. III, Shimpoli, Borivali (West), containing by admeasurement 1328.64 sq. mtrs. and more particularly described in the first schedule hereunder written hereinafter referred to as the said property.
2. M/S. BOMBAY SUBURBAN VILLAGE IND. ASSOCIATION TRUST as the Vender therein by executing agreement M/s. La-Build Corporation as the Confirming party therein for the purpose of Development of the said property.
3. Pursuant to the said Agreement between the Vendors and the Confirming Party therein, the Vendors have granted license to the Confirming Party therein to develop the said property and to construct the building thereon and to sell the units i.e. flats therein on ownership basis to the prospective purchasers.
4. The Confirming Party took possession of the said land and decided to commence construction of the buildings on the aforesaid property more particularly described in the First Schedule hereunder written consisting of flats, etc., with a view to sell the same on ownership basis;
5. The Confirming Party have got the building plans sanctioned by the Municipal Corporation of Greater Bombay which has issued I.O.D. bearing No. CE/2631/BSII/AR dated 26/07/1976 for commencement of the construction under aforesaid I.O.D.
6. The said M/s. La-Build Corporation i.e. Confirming Party constructed a new building consisting of 22 Flats and 8 Shops on the said land mentioned in the said Schedule referred above, and also hereunder written, as per the plans and specifications approved by the Municipal Corporation of Greater Mumbai (MCGM), (hereinafter referred to as the Said Building).

7. The said M/S. La-Build Corporation sold all the 22 Flats and 8 Shops to various purchasers by diverse agreements, for suitable consideration, under Maharashtra Ownership Flats Act, 1963 and the purchasers were put in vacant and peaceful possession of their respective Flats by the confirming party after receiving the agreed consideration.
8. The Purchasers of the Flats, formed a housing Society under the name of "OM SHIVAM PREMISES CO-OPERATIVE SOCIETY LTD", which was duly Registered with the Registrar of Co-operative Housing Societies, bearing Registration Number BOM/GEN/HSG(TC) /3121/1978 dated 24/07/1978 and its registered address at CTS No. 777, of Shimpoli, Borivali - West, Mumbai – 400 092, to obtain the conveyance of said land and the building and to maintain the same, provide common services to the members.
9. All the Flats owners were admitted as the members of the said Society and were issued shares of the said society.
10. Thus the Vendor, and the Confirming party jointly were required to convey the said plot of land admeasuring 1328.64 sq. meters, bearing CTS No. 777, of Shimpoli - West, Mumbai (hereinafter referred to as the said land) in Mumbai Suburban District as described under the schedule along with / and the said building to the/ in favour of the said society within Four months of registration of the Society as provided under section 11 of the Maharashtra Ownership Flats Act, 1963 read with Rule 9 of the Maharashtra Ownership Rules, 1964 under which the builder has constructed and sold the flats to the respective purchasers. The said Builder /Vendor /Confirming party grossly failed to comply with the statutory obligation of conveying the land and the building in favour of the SAID SOCIETY.
11. THE SOCIETY thereafter issued / wrote letters and called upon the Vendors/ Builder/ Confirming party to execute the Conveyance Deed conveying the said land along with the building, along with all the fittings, fixtures, appurtenances, etc, in favour of the society, which the confirming party/Vendors, were required to do so, by law. The Confirming party/ Builder/ did not comply with such requests, nor took any steps to execute conveyance.
12. Thus the said Vendors/ Confirming party/Builder had failed to execute the required conveyance for conveying the right, title and interest in the said land and the said building in favour of the said

Society. Repeated requests were made to the Vendors/ Confirming party/Owner for conveying the said property in favour of the said Society which did not yield any result.

13. THE SOCIETY, therefore, made an application, namely Application No. 134 of 2014, with respect to the said land which is in its possession, admeasuring 1328.64 Sq.Mtr, bearing CTS No. 777, of Shimpoli, Borivali – West, Mumbai (hereinafter referred to as the said land) in Mumbai Sub urban District as described under the schedule along with the said building before the Competent Authority appointed under section 5A of the Maharashtra Ownership Flats Act 1963 viz. the District Deputy. Registrar of Cooperative Societies, Mumbai City -3, under the provisions of sub-section (3) of Section 11 of MOFA for issuing a Certificate of Entitlement to the said Society to have an Unilateral Deemed Conveyance executed in its favour and to have it registered, by exercising the powers granted under Maharashtra Ownership Flats Act, 1963 (hereinafter referred to as MOFA,1963) to this effect.
14. The Competent Authority, carefully scrutinized the application of THE SOCIETY, U/s 11 of MOFA 1963 and issued notices to the Vendors/ Confirming Party / Promoter/ Builder/ owners and their legal heirs at the last known addresses, and as a matter of abundant caution, issued Notices in the Marathi and English News Papers, inviting the objections/ claims against the suit premises/ said land, and to show cause why deemed conveyance order should not be issued in favour of THE SOCIETY for the said land along with building thereon.
15. The Competent Authority being satisfied with the merits of the Submission of the Applicant Society, issued an Order Cum Certificate bearing No. DDR-IV /Mum /deemed Conveyance /Harmony Hsg./ \_\_\_\_ /\_\_\_\_, dated \_\_\_\_\_ certifying that, the Society is entitled to Unilateral Conveyance of the said land and the said building, and execute Deed of Unilateral conveyance and have it Registered as provided under Registration Act, 1908 .
16. By Conveyance Deed dated 31/12/2015, registered under serial No. BRL-8/227/2016 dated 11/01/2016, executed between **M/S. BOMBAY SUBURBAN VILLAGE IND. ASSOCIATION TRUST as the Vendor, M/S. LA-BUILD CORPORATION** as confirming party and **OM SHIVAM PREMISES CO-OPERATIVE SOCIETY LTD** as the Society herein, the Competent Authority viz. the District Deputy. Registrar of Cooperative Societies, Mumbai -4 exercise of

the powers conferred under section 5A of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963; the society herein have obtained all rights title & interest in respect of the land bearing Survey No. 149A, Hissa No. 1(pt) corresponding to C.T.S. No. 777, Old F.P. No. 626 and now New F. P. No. 680A/1/1, TPS Borivali III, admeasuring about 1328.64 sq. mtrs. as per in the Revenue Village- Borivali, Taluka- Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban from Hon'ble District Deputy Registrar Mumbai 4, more particularly to the Society herein as mentioned in the schedule hereunder written.

17. "OM SHIVAM PREMISES CSL" has 22 residential flats and 8 commercial shops, which are allotted to 30 members and thus the Society consists of 30 members including members of the managing committee.
18. Since the said building was in a very dilapidated condition, the said Society decided to redevelop the said property by demolishing the existing building and reconstructing thereon a multistoried building on the said property.
19. The Society being desirous of redevelopment of Society building, the Society vide its resolution dated 14th Nov. 2012 has decided to redevelop/develop the plot area on which the building of the society has been constructed.
20. After complying with the various statutory obligations and after considering various offers for redevelopment, the offer of the Developer was accepted by the said Society and by a Development Agreement dated 29th September 2021, the said Society granted development rights to the Developers herein M/s. Chaitanya Enterprises thereby authorizing and empowering the Developers to redevelop the said property by demolishing the existing building and reconstructing thereon a multistoried building in accordance with the sanctioned building plans and as per the Rules and Regulations of MCGM, the Development Control Regulations and the permission of the Collector of Mumbai Suburban District,
21. The said Development Agreement is duly registered with the office of Joint Registrar of Assurances at Borivali under Serial No. **BRL-3-8974-2021 dated 29th September 2021.**

22. Pursuant to the said Development Agreement, the Developers paid the entire consideration to "**OM SHIVAM PREMISES CSL**" and obtained possession of the said property from the Society (including its members and occupants). **M/S. CHAITANYA ENTERPRISES** executed a registered Irrevocable General Power of Attorney in favour of **Mr. Pashant B. Pawar and Mr. Rahul S. Wadikar**, partners of the promoters authorizing and empowering them to do all such acts, deeds, matters and things for undertaking the redevelopment of the said Property. The Power of Attorney is registered with the Sub-Registrar of Assurances under serial **No. BRL-2-8976-2021 dated 29.09.2021**.

23. In the premises, the Promoters are entitled to redevelop the said property by constructing building/s on the land by consuming the entire permissible FSI including Fungible FSI and loading additional FSI, incentive FSI, TDR FSI or FSI in any other form that may become available upon payment of premium or otherwise as per the rules and regulations. The Promoters are also entitled to consume additional FSI, TDR and or FSI in any other form available on the said property either by way of as may be permissible under the law, as also any other and/or further FSI which may be and which could be developed by the in the development of the said property.

24. In the Property Register Card, the name of the Society is mutated in respect of the said Property. Copy of the Property registered card is annexed hereto and marked as **Annexure "A"**;

25. Pursuant to the execution of the Development Agreement, the following steps are taken by the Promoters for the development of the said Property.

- a. Concessions are approved by MCGM on 02.11.2021 for construction of New Building comprising of Ground. (pt.) for shops & stilt (pt.) for parking + one level Podium floor for parking + 1st to 16th and 17th (pt.) upper residential floors.
- b. The Building Plans for construction of the new building on the said Property were submitted to MCGM for sanction. MCGM issued IOD dated 21<sup>st</sup> May, 2021 bearing Ref. No. P-7091/2021/(680A)/R/C Ward/FP/337/1/New. Hereto annexed and marked as **Annexure 'B'** is a copy of the IOD.

- c. The members of the Existing Building have vacated their respective Flats and the Existing Building is demolished. The Promoters have executed the Permanent Alternate Agreements in favour of the Members of the existing building for providing/allotment of Flats, free of costs, on ownership basis in the New Building to be constructed on the property;
- d. The Commencement Certificate is issued on **09.11.2021** initially for upto Plinth level for the new building as per the sanctioned Plans. Hereto annexed and marked as **Annexure “C”** is a copy of the Commencement Certificate.
- e. The Project is registered with the Maharashtra Real Estate Regulatory Authority under registration no. \_\_\_\_\_. The authenticated copy of Registration is annexed hereto as **Annexure “D”**.
- f. The Promoters have commenced the construction of the New Building.

26. The Promoters have agreed to provide to the existing members \_\_\_\_\_ sq.ft. RERA carpet of aggregate constructed area as and by way of Permanent Alternate Accommodation/Flats in the New building to be constructed. The balance Flats and the car parking space i.e. after providing the flats to the Existing members in the New Building forms part of the Sale Component of the Promoters and the Promoters are entitled to deal with the same as it deems fit and proper without being accountable to anyone by entering into Agreement with the prospective Purchaser/s of such Flat/s/ parking spaces and to receive and appropriate to themselves the entire sale proceeds in respect thereof;

27. The Promoters have planned out the development of the said property in such a way that the Promoters can consume FSI of \_\_\_\_\_ square meters including the above referred FSI, Fungible FSI and shall be entitled to use further area/FSI available by payment of the premium or otherwise at concessions available as per the prevailing rules and regulations and with the provisions to avail of, load and utilize the further F.S.I./ Fungible FSI & additional FSI as may be permissible by amending the building plans from time to time. The Allottee/s has/have been explained the effect of Fungible FSI and FSI to be obtained by payment of premium as also the DCPR Rules and proposed building plans on the project and the

Allottee/s has/have given his free and informed consent for the changes as may be necessary to be carried out in the New building. It is further agreed by and between the parties that no further consent of the Allottee/s is/are required for any modifications, amendments or alterations made in the building plan. Provided however the area, location, and floor of the Flats/Apartments agreed to be allotted and sold herein to the Allottee/s shall not be diminished or changed, as the case may be;

28. The Promoters propose to construct a residential building being New Building comprising of Gr. (pt.) for shops & stilt (pt.) for parking + one level Podium floor for parking + 1st to 16th to 17th (pt.) upper residential floors.
29. There are no encumbrances on the said property and/or any litigation is pending in respect of the said Property save and except if any disclosed in the Title Report dated 07.05.2021 issued by V.B. Mahadik, Advocate. A copy of the same is annexed hereto and marked as **Annexure 'F'** hereto;
30. The New building to be constructed is known as "**Chaitanya Om Shivam**" (**Om Shivam Premises CSL**)
31. The Promoters shall obtain all other balance necessary approvals and permissions from the concerned authorities for the development of the said Property from time to time so as to obtain building completion certificate/ occupation certificate of the New building;
32. The Promoters have appointed **M/s. Rasik P. Hingoo Associates**, Architects registered with the Council of Architects;
33. The Promoters have appointed **M/s. Associated Consultants** for the preparation of the structural design and drawings of the New Building;
34. The Promoters while constructing New Building, on the land, are required to comply with various terms and conditions imposed by Mumbai Municipal Corporation and shall carry out the construction as per the prevailing rules and regulations as applicable thereto;
35. The Allottee/s after perusing and verifying the facts and particulars on the website of the Regulatory Authority in respect of the project has/ have evinced interest to purchase and acquire a Flat

/Apartment bearing Number \_\_\_\_\_ **on the \_\_\_\_\_ floor, admeasuring** \_\_\_\_\_ **sq.ft. RERA carpet area** (hereinafter referred to as “**the said Flat / Apartment**”) alongwith one car parking in the New Building called “**Chaitanya Om Shivam**” (**Om Shivam Premises CSL**) being constructed on the said Property by the Promoters; The re-development of the said Property as envisaged herein and as registered under RERA is hereinafter, wherever the context may so require, referred to as the “**said Project**”;

36. The Promoters have disclosed to the Allottee/s all necessary particulars as to the title and its rights in the property including encumbrances, if any, in the said property. Particulars as to the said project including building and flat/apartments alongwith specification and internal development work, external development work, the date and manner in which the payment towards the cost of the flat to be made and date on which the possession of the flat / premises will be given are specified, while registering the said project with the Regulatory Authority appointed under the Real Estate Development Act, 2016 and the same are available on website of the Regulatory Authority;
37. The Promoters alone have the sole and exclusive right to sell/allot the flats and car parking spaces forming part of the sale component (i.e. other than the balance Flats agreed to be provided in the New Building), in the New building being constructed by the Promoters on the said property and to enter into agreements for sale with the Purchaser/s of such flat / apartments and to receive the entire sale price in respect thereof;
38. It is agreed that this Agreement shall supersede any prior letters/writings, if any executed between the Promoters and the Allottee/s and all such letters/writings, if any shall stand cancelled. The Allottee/s has/have prior to the execution of this agreement demanded from the Promoters and the Promoters have prior to the execution of these presents given inspection to the Allottee/s of all the documents of title relating to the said Property, the IOD, C.C i.e. the plans, designs and specifications prepared by the Promoters’ Architects and of such other documents as are specified under the Maharashtra Real Estate (Regulation and Development) act 2016 and rules framed thereunder and herein referred to as “**RERA**” as may be applicable and The Maharashtra Ownership Flats (Regulation of the Promotion of Construction etc.) Act 1963 and the

Rules framed thereunder (hereinafter referred to as "**MOFA**") thereunder. The Allottee/s has/have taken inspection of the said documents to his/her /their/its satisfaction and shall not raise any demand or requisitions in the future and/or to call for any further documents, pertaining to society's title of the said Property and of the right, power and authority of the Promoters, to develop the said property;

39. The Allottee/s hereby agree/s and confirm with the Promoters that the Promoters and/or its assignees in common with the existing members of New Building and/or by the members of the Society/Condominium/Company to be formed and registered of the flat owners shall have right to use and enjoy at all times all the facilities that may be finally provided by the Promoters including common pathways, recreation facility, storm water drains, limited common area facilities, sewerage lines, electricity – cables, electrical meters and panel rooms, underground and overhead tanks, water pipe lines, pump room and auxiliary tanks, common lighting, lifts, Lift Machine Rooms and all such other facilities forming part of the said Project (hereinafter for convenience sake all or any of the aforesaid facilities which may be provided are collectively hereinafter referred to as "**the said infrastructure/common facilities**");
40. Under and in terms of the registered undertaking given by the Promoters to the MCGM, the Promoters are liable to notify to the Allottee/s of the deficiency in open space in the said Property and for that purpose the Allottee/s shall not hold MCGM and the Promoters liable at any time now and/or in future in respect thereof. The Allottee/s is further put to the notice about the inadequate maneuverings space of car parking and no complaint shall be made to M.C.G.M. with this regard;
41. The Allottee/s shall not hold MCGM liable for inadequate/substandard sizes of the Rooms at any point of time and no complaints shall be made with the MCGM or Promoters in this regard. Further, the Allottee/s shall not hold MCGM liable for failure of Mechanical Parking system/car lift at any point of time. The Allottee/s hereby give/s its irrevocable consent/no objection for redevelopment of neighborhood areas with deficient open space;

42. The Promoters have agreed to sell to the Allottee/s Flat / Apartment **bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. RERA Carpet area on the \_\_\_\_\_ Floor**, the New building being constructed and known as "**Chaitanya Om Shivam**" (**Om Shivam Premises CSL**) on the Land more particularly described in the First Schedule hereunder written for the lump sum consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** (hereinafter referred to as "the said Apartment" and one car parking space at the price and on the terms and conditions hereinafter appearing and more particularly described in the Second Schedule hereunder written and shown in red color wash on the sketch floor plan annexed hereto and marked **Annexure "F"**;

43. The RERA carpet area of the said Apartment is \_\_\_\_\_ square feet as per The Real Estate (Regulation and Development) Act, 2016 ("the said Act") and "RERA carpet area" means the net usable floor area of an flat/apartment, excluding the area covered by the external walls, areas under services shafts, appurtenant to the said Flat/Apartment for exclusive use of the Allottee/s but includes the area covered by the internal partition wall and column offsets of the flat/apartment. Wherever the term 'RERA carpet area' is used in this Agreement, the same shall have the same meaning as defined under RERA. Accordingly, RERA carpet area in relation to the said Flats/Apartments shall always mean RERA carpet area;

44. The Specifications, amenities and facilities to be provided by the Promoters in the said Flats/Apartments are more particularly described in the **Annexure "G"** hereunder written (hereinafter collectively referred to as the "**Apartment Amenities**");

45. The Specifications, Common Areas, Amenities, Facilities and Infrastructure to be provided in the New Building are more particularly described in the **Annexure "G"** hereunder written (hereinafter referred to as the "**Building Common Areas and Amenities**");

46. 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 Allottee(s), having perused all the necessary documents, deeds and writings related to title of the Promoters to

the said Property and the said Building along with all other documents as specified in the said Act and under this Agreement, and after being fully informed and satisfied about the same, as also about the status, approvals, sanctions and the plans in respect of the New Building and subject to the rights of the Promoters reserved herein, is/are desirous of purchasing from the Promoters the said Flat/Apartment on the terms and conditions and the consideration specified hereinafter;

47. Under section 13 of RERA the Promoters are required to execute a written Agreement for sale in respect of the said Apartment with the Purchaser/s, being in fact these presents and also to register the said Agreement for Sale under the Registration Act, 1908 and the Purchaser/s/ has/have entered into this Agreement after having read the contents hereof and appraising himself / herself / themselves / itself of the same having understood the provisions hereof;
48. The Allottee/s have/has paid a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** to the Promoters as and by way of earnest money of the sale price of the said Apartment agreed to be sold by the Promoters to the Allottee/s on or before execution hereof (payment and receipt whereof the Promoters do hereby admit and acknowledge and discharge the Allottee/s from the same);
49. The parties are desirous of recording the terms and conditions mutually agreed and arrived at between them in writing in the manner hereinafter appearing.

**NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED,  
DECLARED AND RECORDED BY AND BETWEEN THE PARTIES  
HERETO AS UNDER:**

1. In this Agreement, unless another intention is stated-
  - (i) The recitals, Annexures and Schedules contained herein shall constitute an integral and operative part of this Agreement as though contained in this operative portion 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.

**SALE:** -

2.1 The Promoters shall construct new Residential / Commercial Building being to be known as "**Chaitanya Om Shivam**" (**Om Shivam Premises CSL**) comprising of Ground floor (pt.) for shops & stilt (pt.) for parking + one level Podium floor for parking + 1st to 16th to 17th (pt.) upper residential floors hereinafter referred to as "**the New building**". Subject to the Plans being sanctioned and the right of Promoters to modify the Plans without any consent from the Allottee/s, The Promoters shall be entitled to vary, amend and/or modify any of the approved building Plans, and/or the Layout Plans and/or curtail or add any Amenities and/or Facilities, and similarly shall be entitled to shift and/ or relocate any Garden or Recreation Area/Fitness Center and/or an Open Area or otherwise so as to exploit the fullest potential of the said property. The Allottee/s hereby give/s it irrevocable consent for the same.

2.2 The New Building comprising of Ground floor Gr. (pt.) for shops & stilt (pt.) for parking + one level Podium floor for parking + 1st to 16th to 17th (pt.) upper residential floors in accordance with the plans, designs, specifications approved and to be amended by the concerned local authority from time to time by consuming the further F.S.I. credit/ T.D.R, Fungible FSI additional FSI, entire incentive FSI and the FSI available under Regulation 33(7) B of DCPR 2034 or otherwise to the fullest extent as may be available on the said property as may be permitted by the concerned authority or any government authority. The Allottee/s hereby accord/s his/their specific and informed consent to the Promoters for carrying out the said amendments, alteration, modifications and/or variations and/or to increase the number of Levels/floors of the New Building and agree to execute such papers and documents as may be requested for by the Promoters in this behalf. The Allottee/s hereby accord/s his/their further specific consent to the Promoters 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 any Authority or the MCGM on the said Property. The Allottee/s agree/s not to obstruct

and/or raise any objection whatsoever and/or interfere with the Promoters, their nominees or assigns for carrying out amendments, alterations, modifications, variations and/or additions as aforesaid so long as the area of the said Apartment agreed to be purchased by the Allottee/s is/are not reduced. Provided further that the Promoters shall obtain prior consent of the Allottee/s only in respect of such variations or modifications, which may adversely affect the said Apartment which the Allottee/s agreed to be purchased under this Agreement. In addition to the above, the Promoters shall also be entitled to amalgamate the said Property and for that get the amended layout sanctioned for the amalgamated property and consume thereon FSI to the fullest extent, by constructing the Additional Building/s/ additional floors of the New Building in accordance with the rights reserved of the Promoters under this Agreement and the Allottee/s hereby give/s its irrevocable consent for the same.

- 2.3 The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s Residential **Flat bearing No. \_\_\_\_\_ of RERA carpet area admeasuring \_\_\_\_\_ sq. meters on \_\_\_\_\_ floor**, in the building known as "**Chaitanya Om Shivam**" (**Om Shivam Premises CSL**) comprising of \_\_\_\_\_ bed rooms, a hall, a kitchen (hereinafter referred to as "the said Apartment") as shown in the Floor plan hereof hereto annexed and marked **Annexure 'F'** together with mechanized/puzzle car parking (hereinafter referred as "the said Car Parking/s") , and also more particularly described in the Second Schedule hereunder written and the consideration includes the proportionate price of the specifications, common areas, Amenities and Facilities of the New Building.
- 2.4 The Allottee/s acknowledge/s that the said Apartment and the car parking space/s referred above, shall be held by the Allottee/s as one composite apartment and the Allottee/s shall not be entitled to transfer the use and enjoyment of any one without the other.
- 2.5 The RERA carpet area of the said Apartment shall 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 Allottee/s agree/s that the RERA carpet area of the said Apartment shall be subject to the variation being an increase and/or decrease of 3% (three per cent) on account of structural design and construction variations and in such event, the Allottee/s shall not object to the same and shall not be entitled to any kind of compensation from the Promoters.

### 3. **CONSIDERATION:-**

The total aggregate consideration amount for the **apartment including car parking space/s is Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** which is also inclusive of proportionate price of the specifications, common areas, Amenities and Facilities of the Building more particularly described in the **Annexure \_\_\_\_\_.**

3.1 The Allottee/s has/have paid on or before execution of this agreement a sum of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** as earnest amount / advance payment and hereby agrees to pay to the Promoters the balance amount of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** as per the **"PAYMENT PLAN"** mentioned in the following manner. The payment plan is in respect of stages of completion of construction of 'B' Wing :-

- (i) **\_\_\_\_\_ % Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**, further amount on or before execution of this Agreement;
- (ii) **\_\_\_\_\_ % Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**, on or before casting the Plinth.
- (iii) **\_\_\_\_\_ % Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** on or before casting the 1<sup>st</sup> podium Slab
- (iv) **\_\_\_\_\_ % Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** on or before casting the 1<sup>st</sup> floor Slab

(v) \_\_\_\_% Rs.\_\_\_\_\_- (Rupees \_\_\_\_\_ only) on or before casting the 2<sup>nd</sup> floor Slab.

(vi) \_\_\_\_% Rs.\_\_\_\_\_- (Rupees \_\_\_\_\_ only) on or before casting the 3<sup>rd</sup> floor Slab

(vii) \_\_\_\_% Rs.\_\_\_\_\_- (Rupees \_\_\_\_\_ only) on or before casting the 4<sup>th</sup> floor Slab.

(viii) \_\_\_\_% Rs.\_\_\_\_\_- (Rupees \_\_\_\_\_ only) on or before casting the 5<sup>th</sup> floor Slab.

(ix) \_\_\_\_% Rs.\_\_\_\_\_- (Rupees \_\_\_\_\_ only) on or before casting the 6<sup>th</sup> floor Slab.

(x) \_\_\_\_% Rs.\_\_\_\_\_- (Rupees \_\_\_\_\_ only) on or before casting the 7<sup>th</sup> floor Slab.

(xi) \_\_\_\_% Rs.\_\_\_\_\_- (Rupees \_\_\_\_\_ only) on or before casting the 8<sup>th</sup> floor Slab.

(xii) \_\_\_\_% Rs.\_\_\_\_\_- (Rupees \_\_\_\_\_ only) on or before casting the 9<sup>th</sup> floor Slab

(xiii) \_\_\_\_% Rs.\_\_\_\_\_- (Rupees \_\_\_\_\_ only) on or before casting the 10<sup>th</sup> floor Slab.

(xiv) \_\_\_\_% Rs.\_\_\_\_\_- (Rupees \_\_\_\_\_ only) on or before casting the 11<sup>th</sup> floor Slab.

(xv) \_\_\_\_% Rs.\_\_\_\_\_- (Rupees \_\_\_\_\_ only) on or before casting the 12<sup>th</sup> floor Slab

(xvi) \_\_\_\_% Rs.\_\_\_\_\_- (Rupees \_\_\_\_\_ only) on or before casting the 13<sup>th</sup> floor Slab

(xvii) \_\_\_\_% Rs.\_\_\_\_\_- (Rupees \_\_\_\_\_ only) on or before casting the 14<sup>th</sup> floor Slab

(xviii) \_\_\_\_% Rs.\_\_\_\_\_- (Rupees \_\_\_\_\_ only) on or before casting the 15<sup>th</sup> floor Slab

(xix) \_\_\_\_% Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ only) on or before casting the 16<sup>th</sup> floor Slab

(xx) \_\_\_\_% Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ only) on or before casting the 17<sup>th</sup> floor Slab

(xxi) \_\_\_\_% Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ only) on or before casting the 18<sup>th</sup> floor Slab

(xxii) \_\_\_\_% Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ only) on or before completion of the external Brick Masonry Work of the said Apartment;

(xxiii) \_\_\_\_% Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ only) on or before completion of the Electric work of the said Apartment.

(xxiv) \_\_\_\_% Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ only) on or before completion of the Tilling / colour painting work.

(xxv) \_\_\_\_% Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ only) on or before completion of the Lobby /Lift work of the said Apartment.

(xxvi) \_\_\_\_% Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ only) being the balance consideration amount to be paid on issuances of Occupation Certificate in respect of the said Apartment and on a notice issued by the Promoters to the Allottee/s that the said Apartment is ready for use.

All payments required to be made under this Agreement shall be by Account Payee Cheques / Pay Orders/ Demand Drafts/RTGS/NEFT in favour of **M/S. CHAITANYA ENTERPRISES.** All receipts issued shall be subject to realization of the same.

3.2 The Allottee/s shall pay the amounts mentioned herein, including the various Installments on their respective due dates, without fail and without any delay or default, Time being the Essence of the Contract. The Promoters will forward to the Allottee/s intimation of the Promoters having carried

out the construction at the address/email address or on whats app of the contact number given by the Allottee/s, under this Agreement and the Allottee/s shall be under obligation to pay the amount of installments, within 7( seven) days of demand by the Promoters dispatching the intimation under certificate of posting or email or Whatsapp or in any other manner, at the address of the Allottee/s as given in these presents. The Promoters shall keep a certificate of their Architect, certifying that the Promoters have completed the work and such Certificate will be open for Inspection by the Allottee/s at the Office of the Promoters, which shall be binding on the Allottee/s.

- 3.3 The Amount payable as per the terms of this Agreement for the items, such as plinth, casting of slabs, construction of brick walls, etc. already completed prior to the date of execution of this Agreement, shall be deemed to be due from the Allottee/s on the date of this Agreement in addition to the earnest money.
- 3.4 The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of and completion of the Project payable by the Promoters) up to the date of handing over the possession of the Apartment. With every installment of payment under clause 3.1, the Allottee/s shall also pay applicable GST and other taxes on such amount as would be applicable.
- 3.5 In accordance with the provisions of Income Tax Act, the Allottee/s is under obligation to deduct TDS of 1% on the consideration amount or such amount of TDS as would be notified by the Government from time to time and the Allottee/s shall deduct the TDS at the time of payment of each installment and pay the same to the Government Treasury and within seven (7) days of such payment obtain and furnish the required Challan / Certificate to the Promoters. In the event the Allottee/s fail/s to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Promoters by

reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Promoters and such omission on the part of Allottee/s shall be construed as breach of this agreement.

- 3.6 Without prejudice to the Promoters' rights, under this agreement and/or in law, the Promoters shall be entitled to claim and the Allottee/s shall be liable to pay to the Promoters interest at the rate 9% (as specified in the RERA Act) on all such amounts which may become due and payable by the Allottee/s under the terms of this agreement and remain unpaid for seven (7) days or more after becoming due.
- 3.7 The Total Consideration is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/ order/ rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 3.8 The Allottee/s authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters may in its sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoters to adjust his payments in any manner.

4. The Promoters hereby agree to observe, perform and comply with all the terms, 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 Apartment to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.

5. The Allottee/s has entered into this Agreement with the notice of the terms and conditions of the said hereinabove recited documents of the said property and subject to the terms and conditions that may be imposed by MCGM and other authorities concerned and also subject to the Promoters' right to make the necessary amendments, modifications and/or changes in the building plans or the materials and other specifications and the rights reserved or retained by the Promoters.

5.1 It is hereby further expressly agreed that notwithstanding the Allottee/s approaches and/or has/have approached any Banks / Financial Institutions for availing of a loan in order to enable the Allottee/s to make payment of part/balance purchase price in respect of the said Apartment to the Promoters and mortgaged/mortgages the said Apartment with such Banks/Financial Institutions, subject to the provisions of this Agreement and without diminishing or affecting the rights of the Promoters under this Agreement (which is subject to issuance of a No-objection letter by the Promoters in favour of such Banks/Financial Institutions) it shall be at the entire responsibility of the Allottee/s to ensure that payment of the part/balance purchase price are made as stated hereinabove and further to repay the entire loan amount to such Banks/Financial Institutions. The Promoters shall not be liable or responsible for the repayment of the loan amount or any part thereof to such Banks/Financial Institutions. The Allottee/s hereby further expressly agree/s that the Allottee/s shall not sell, transfer, let-out or deal with the said apartment in any manner whatsoever without obtaining prior written permission from the Promoters as per the provisions contained herein and from such banks/financial institutions (during the pendency of the loan) and the Promoters shall not be liable or responsible for any of the acts of omission or commission which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Allottee/s, to inform the Society/Company/Condominium to be formed of the Flat Purchasers as set out hereinafter, about the lien of such Banks/Financial Institutions and the Promoters shall not be liable or responsible for the same in any manner whatsoever. The Allottee/s shall indemnify and keep

indemnified the Promoters and its successors and assigns that they may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate for the recovery of the loan amount or any part thereof or on account of any breach by the Allottee/s of the terms and conditions governing the said loan in respect of the said apartment and the Allottee/s hereby agree/s and undertake/s that the Promoters shall have a first lien/charge on the said apartment towards all the claims, costs, charges or expenses/losses of the Promoters and the Allottee/s further undertake/s to reimburse to the Promoters all and any of the aforesaid amounts with interest thereon forthwith on demand by the Promoters without any delay, default or demur.

## **6. POSSESSION AND FORCE MAJEURE:-**

6.1 Unless prevented by force majeure event/s, the Promoters will hand over possession of the said Apartment to the Allottee/s on or before **31<sup>st</sup> May, 2024** from the date hereof excluding a grace period of 6 months or such further period as may be agreed between the parties, subject to the Allottee/s making timely payments of the installments towards the Purchase Price for the ultimate sale of the said Apartment as mentioned hereinabove and the Allottee/s duly observing all the terms and conditions, contained herein. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of said Apartment on the aforesaid date, if the completion of New Building in which the said Apartment is situated is delayed on account of:-

- i. any natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity or changes in law, changes in policies or delay caused in implementation of the change in policies, changes in regulations, rules or orders issued by any Court or Government authorities or any acts, events, restrictions beyond the reasonable control of the Promoters.

- ii. non-availability of steel, cement, other Building material or labour at market competitive prices; and/or
- iii. non-availability / shortage of water or electric supply; and/or
- iv. war, civil commotion, strikes of workmen or labourers or other persons, transport strike, terrorist attack or an act of God, irresistible force or reasons beyond the control of or unforeseen by Promoters; and/or
- v. 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
- vi. delay in issuing any permission, approval, NOC, sanction and/or Building occupation certificate and/or completion certificate by the concerned authorities; and/or
- vii. delay in securing necessary permissions or occupancy certificate from the competent authorities or water, electricity, drainage and sewerage connections from the appropriate authorities, for reasons beyond the control of the Promoters; and/or
- viii. force majeure including any kind of pandemic or epidemic situation in the country or any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by the Promoters, which may prevent, restrict, interrupt or interfere with or delay in obtaining the permissions and the construction of the Building including the said Apartment; and/or
- ix. 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 Promoters or their agents; and/or

x. Any other forces or reasons beyond the control of the Promoters.

7.1 For redevelopment of the said Property, for demolition of buildings, for approval of the proposal of buildings, for obtaining various permissions, Commencement Certificate, other permissions, Occupation Certificate, it is necessary to approach the Planning Authority and other Government Authorities including the Municipal Authorities and Government Authorities as mentioned in the Agreement. The completion period has been provided that assuming all such process would be completed within reasonable time. However, if there is any amendment, changes in DCPR 2034 Regulations and/or building byelaws and otherwise or there is delay caused in obtaining all such permissions, approvals from such authorities, then the same shall be valid grounds for extension for completion of the project as the same would be beyond the control of the Promoters.

b. **PROVISION OF DEFAULT IN PAYMENT OF CONSIDERATION:-**

8.1 If the Promoters fail to abide by the time schedule for completing the project and handing over the said Apartment to the Allottee/s, the Promoters agree to pay to the Allottee/s, who does/do not intend to withdraw from the project, interest at the rate as specified in the RERA Act / Rule, on all the amounts paid by the Allottee/s, till the date of offering possession of the said Apartment. The Allottee/s agree to pay to the Promoters, interest as specified in the said Act/Rule, on all the delayed payments which become due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoters till the date of payment/realization thereof.

8.2 Without prejudice to the right of Promoters to charge interest in terms of sub clause 8.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under

this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Promoters at its own option may terminate the Agreement;

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

8.4 Upon termination of this Agreement in terms hereof, the Promoters shall be at liberty to dispose of and sell the said Apartment and car parking spaces to such person and at such price as the Promoters may in its absolute discretion think fit. As a consequence of the termination of this Agreement, the Promoters shall refund to the Allottee/s only the amount paid by the Allottee/s (and not anything more than that) within a period of sixty days of termination subject to the following deductions towards adjustment and recovery of agreed liquidated damages:

- i. 10 % of the Purchase Price (which is to stand forfeited by the Promoters. upon termination of this Agreement);
- ii. the GST, taxes, outgoings and any statutory dues, if any, due and payable by the Allottee/s in respect of the said Apartment up to the date of termination of this Agreement;
- iii. GST or other Taxes, interest and outgoings paid up to the date of termination. However, it is agreed that the Allottee/s shall have a right to claim / recover GST paid from the concerned Authority.

- iv. processing fee and brokerage paid, if any etc. in respect of the said Apartment;
- v. the amount of interest payable by the Allottee/s to the Promoters in terms of this Agreement from the date of default in payment till the date of termination as aforesaid;
- vi. in the event, the resale price of the said Apartment to a prospective Allottee/s being less than the Purchase Price mentioned herein, the amount of such difference; and
- vii. The costs incurred by the Promoters in finding a new buyer for the said Apartment.
- viii. Pre-EMI Interest or any amount under any head, if any, paid by the Promoters to Banks/Financial Institution on behalf of Allottee/s under particular Scheme.
- ix. The Promoters shall not be liable to pay to the Allottee/s any interest on the amount so refunded.

8.5 Any payment/s made by the Allottee/s to the Promoters shall be first appropriated towards interest and the balance, if any, towards the principal sums of the installments of the said Purchase Price and/or any other outstanding dues. The balance amount(s) due and payable by the Allottee/s under this Agreement, whether as installments of Purchase Price or otherwise, shall continue to attract interest as agreed above.

8.6 In the event of termination of this Agreement as per clause 8.2 and 8.3 above, if necessary at the request of the Promoters, Allottee/s hereby agrees and undertakes to execute and register a Deed, Document or writing including the Deed of Cancellation to record the cancellation, of this Agreement. Till Allottee/s executes such Deed, Document or writing as requested by the Promoters, the Allottee/s hereby authorizes the Promoters to retain the amount to be refunded on the execution of such documents as requested by the Promoters. Even in absence of document recording such termination, the Allottee/s will not have any right, title or

claim over the said Apartment on termination of this Agreement.

#### **9. DETAILS OF FIXTURES AND AMENITIES: -**

The fixtures, fittings and amenities to be provided by the Promoters in the new building and the said Apartment hereby agreed to be sold are those that are set out in Third and Fourth Schedule hereunder written. The Allottee/s agree that, in the event there is an uncertainty about the availability of 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 Promoters, the Promoters shall be entitled to change the fixtures, fittings and amenities to be provided in the said Apartment and New Building. In such circumstances, Promoters shall substitute the fixtures, fittings and amenities without any approval of or notice to the Allottee/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 the Promoters to offer at the earliest/on time possession of the said Apartment / s to the Allottee/s as agreed under this Agreement. The Allottee/s agree 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 Promoters.

#### **10. PROCEDURE FOR TAKING POSSESSION: -**

10.1 The Promoters, upon obtaining the occupancy certificate from the MCGM and upon the payments made by the Allottee/s as per this agreement shall offer in writing the possession of the said Apartment, to the Allottee/s in terms of this Agreement to be taken within 7 days from the date of issue of such notice and the Promoters shall give possession of the said Apartment to the Allottee/s. The Allottee/s agree/s to pay the maintenance charges as determined by the Promoters or association of Allottee/s, as the case may be. The Promoters shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the said Apartment

10.2 The Allottee/s shall take possession of the said Apartment within 7 days of the written notice from the Promoters to the Allottee/s intimating that the said Apartment is ready for use and occupancy. The Allottee/s further agree/s that before the Allottee/s take/s possession, he/she/they will pay to the Promoters provisional monthly contributions of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** plus GST towards the outgoings per month. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters. On handing over the management to the Society by the Promoters, the aforesaid payment (less deductions on account of expenses/outgoings incurred by the Developers) shall be paid over by the Promoters to the Allottee/s.

10.3 The Allottee/s shall check up all the fixtures and fittings in the said Apartment before taking possession of the same. At the time of taking possession of the said Apartment, the Allottee/s shall bring to the attention of the Promoters any defects in completion of the said Apartment, in absence whereof, the Promoters shall be deemed to have presumed that the Allottee/s are/is fully satisfied with the completion of the said Apartment in all respect as being in accordance with the terms, conditions and stipulations of this Agreement for Sale and acknowledged the same in writing to the Promoters. Thereafter, the Allottee/s shall have no claim against the Promoters in respect of any item of work in the said Apartment 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.

#### **11.FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF APARTMENT:-**

Upon receiving a written intimation from the Promoters as per clause 10.1 and 10.2 the Allottee/s shall take possession of the said Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said Apartment to the Allottee/s. In case the Allottee/s fail/s to take possession within the time provided in clause 10.1 and 10.2 such Allottee/s shall continue to be liable to pay maintenance

charges/outgoings as applicable from the date of Occupation Certificate.

#### **12.USER OF APARTMENTS:-**

The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for the purpose for which Plans are sanctioned. The Allottee/s shall use the parking space only for purpose of keeping or parking vehicle.

#### **13.FACILITY MANAGEMENT:-**

13.1 Notwithstanding the other provisions of this Agreement, the Promoters shall be entitled to nominate any one or more persons (“**Facility Management Agency**”) to manage the operation and maintenance of the New Building common amenities, common areas, facilities and infrastructure on the said Property or any portion thereof after the completion of the entire project or as may be determined by the Promoters in its sole discretion. The Developer shall have the authority and discretion to negotiate with such Facility Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Management Agency shall be borne and paid by the Allottee/s and the Members and Owners and tenants of the structures (who have been allotted permanent alternate accommodation) on pro rata basis of the area occupied by them, as part of the development and common infrastructure charges referred to herein. Such charges may vary and the Allottee/s agree/s that he/she/they shall not raise any dispute regarding the appointment of any Facility Management Agency by the Promoters for any of the building/s that may be constructed on the said Property or towards the maintenance charges and outgoings determined by such agency. It is agreed and understood by the Allottee/s that the cost of maintenance of the new Building and the said Property and other common areas, facilities and infrastructure and all the outgoings shall be borne and paid by only the Allottee/s and other purchasers and the Owners and the tenants of the structures on a pro-rata basis of the area occupied by them and as would be decided by the

Promoters at that point of time keeping in mind; The Allottee/s agree/s to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoters and/or the Facility Management Agency, including without limitation, payment of the Allottee/s' share of the service charges that may become payable, from time to time. The Allottee/s is/are aware that the Promoters are not in a business of providing services proposed to be provided by the Facility Management Agency. The Parties hereto agree that the Promoters are not and shall not be responsible or liable in connection with any defect or the performance or non-performance or otherwise of the services provided by the Facility Management Agency.

- 13.2 The Allottee/s hereby agree/s to pay his/their share of costs, charges, expenses and fees payable for the said services to the Promoters or the Facilities Management Agency as the case may be. Thereafter, the Society/Organization that would be formed shall enter into Maintenance and Service Agreement with the Promoters and/or the said Facilities Management Agency appointed by the Promoters for Maintenance and Services in New Building for such fees and on such terms and conditions as may be agreed upon. This condition is the essence of this Agreement.
- 13.3 The Allottee/s state/s that it is in his/her/its/their interest to help the Facility Management Agency in effective keeping the flat(s) and the New Building secured in all ways. The Allottee/s hereby agree/s and accepts that for security reasons, the Facility Management Agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/visitors to the same Building. However, it has been made clear to the Allottee/s that the entire internal security of the said Apartment shall be sole responsibility of the Allottee/s occupants and the Promoters or the Facility Management Agency shall not be responsible for any theft, loss or damage suffered by the Allottee/s/occupants.

#### **14. MEMBERSHIP OF ORGANIZATION OF ALL ALLOTTEES:-**

Upon payment of all the amounts, if any payable under this Agreement and after the Allottee/s has/have been put into vacant and peaceful possession of the said Apartment, the Promoters shall cause the Society or the Organization of all the Apartment Allottee/s to admit the Allottee/s as its Member. Upon application to be made by the Allottee/s and upon payment of the prescribed application fees and admission fees, the Society/Organization shall admit the Allottee/s as its member by issuing fully paid up shares. The Allottee/s, however, thereafter shall abide by the rules and regulations of the Society/Organization from time to time. The Allottee/s agree/s to sign all necessary application forms and all other papers and undertaking required to be submitted to the Society/Organization for being admitted as its Member.

#### **15. ALLOTTEE TO PAY OUTGOINGS AND MAINTAINANCE:-**

- 15.1 As stated above, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the RERA carpet area of the said Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and new building/s. Until the management is handed over to the Society/Organization, the Allottee/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until management is handed over to the Society/Organization.
- 15.2 The Allottee/s hereby agree/s to pay his proportionate share in the maintenance charges for lobbies, stair case, elevators, fire escapes, main entrance and exits of the building, common parking areas, installation of central services such as power light, fitness center, society office and all other common amenities and facilities in the project as shall be demanded by the Promoters.

**16. OTHER MISCELLANEOUS PAYMENTS:-**

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

i	Fitness Centre Charges of the Society/Limited Company.	Rs._____/-
ii	Entrance fee of the Society.	Rs._____/-
iii	Development Charges	Rs._____/-
iv	Reimbursement of the amount towards permanent non - refundable deposit towards Water, Electric, MGL and other utility and services connection charges which may be payable to the various authorities;	Rs._____/-
v	Share money application	Rs._____/-
vi	1 year Advance Maintenance Charges @ Rs.8/- sq.ft. on carpet area.	Rs._____/-
vii	18% GST on Maintenance Charges.	Rs._____/-
	<b>Total</b>	<b>Rs. _____/-</b>

**Total Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).**

**In addition to above, the Allottee agrees to pay equivalent share of existing members deposits (Sinking fund/Repair Fund) in the name of “OM SHIVAM PREMISES CSL” on or before taking the possession.**

It is agreed by the Allottee that the Promoters shall not be liable to render any account for the amounts collected by/ from the Allottee.

**17. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:-**

The Promoters hereby represent and warrant to the Allottee/s as follows:-

17.1 The Promoters are absolutely entitled to redevelop the said Property and has the requisite rights to carry out development of the said Property and also has actual,

physical and legal possession of the project land for the implementation of the Project;

17.2 The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

17.3 There are no encumbrances upon the project land. Further the Promoters have disclosed and the Allottee/s hereby agree/s, accept/s and confirm/s that the Promoters shall be entitled to raise finance from any Financial institutions on their unsold Apartments and shall disclose to the Allottee/s of such unsold Apartments. Such Apartments shall be sold by the Promoters with intimation of the finance raised to the prospective Allottee/s of such Apartments;

17.4 There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed on RERA website;

17.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;

17.6 The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

17.7 The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment

which will, in any manner, affect the rights of Allottee/s /Purchaser/s under this Agreement;

- 17.8 The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- 17.9 At the time of handing over management to the Society/Organization the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the said Property to the Society/Organization ;
- 17.10 The Promoters has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities until the Occupation Certificate is received;
- 17.11 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.

#### **18. COVENANTS OF THE PURCHASER/ ALLOTTEE:-**

- 18.1 The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the/ Promoters as follows:-
  - (i) To maintain the said Apartment at the Allottee/s' own cost in good and tenantable repair and condition from the date of possession of the Apartment and shall not do or suffer to be done anything in or to the new building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the new building in which the said Apartment is situated and

the said Apartment itself or any part thereof without the consent of the local authorities, if required.

- (ii) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the new building in which the said Apartment is situated or storing of which goods is objected by the concerned authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structures of the said Property and New Building in which the said Apartment is situated, including entrances of the New Building and in case any damage is caused in New Building or the said Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s/ Purchaser/s shall be liable for the consequences of the breach.
- (iii) Not to carry or cause to carry any heavy material/heavy goods in the lift/elevator and if the Allottee/s does/do, then he/she shall do at its risks and any damage is caused to the lift/elevator, then the Allottee/s shall get the same repaired/cured at its own costs, charges and expenses.
- (iv) Neither to store goods/materials on the Service ducts, which are meant exclusively for servicing nor to keep plants chhajas. The Allottee/s shall not do any such act that would spoil or disturb the elevation of the said building.
- (v) To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered/offered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the New Building or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the

consequences thereof to the concerned local authority/Society/organization that would be formed and/or other public authority.

- (vi) The refuge area shall not be altered and/or enclosed and/or covered and/or changed on any grounds whatsoever. The Refuge area in the new building shall be kept in a clean and habitable condition and shall be the part of the common amenities and shall be used by all the Allotee/s Purchaser/s in the new building. The entry thereof at all times shall be without any restriction and shall always be kept open and free of encroachment at all times including the common passage, stair case leading to such Refuge area.
- (vii) No equipment's such as dish antennae/solar heaters/solar panels, D.G. Set, air conditioning plants etc. shall be installed on the terrace and/or under the stilts in the New Building and/or in the parking tower and/or in the compound of the said Property by any of the Apartment Purchasers and/or the said organization/Society at any time whatsoever without the permission of the Promoters.
- (viii) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof including fixing any box grills, nor any alteration in the elevation and outside colour scheme of the New building and shall keep the portion, sewers, drains and pipes and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoters and/or the Society or the Limited Company/Organization .

- (ix) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the new building or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (x) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Property and the New Building.
- (xi) Pay to the Promoters within seven days of demand by the Promoters, the Allottee/s share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the new building.
- (xii) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up and without obtaining prior written consent of the Promoters till the time Society/Organization is formed and registered and the Allottee/s herein is admitted as a Member of such Society/Organization.
- (xiii) The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 New building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/

Federation regarding the occupancy and use of the Apartment in the New Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- (xiv) The Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property or any part thereof to view and examine the state and condition thereof.
- (xv) The Allottee/s has/have entered into this Agreement after having read the contents hereof and appraising himself about the same having understood the provisions hereof.
- (xvi) If any Sales Tax/ Works Contract Tax/ Value Added Tax/ Service Tax / GST / Metro cess 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 Allottee/s alone and the Promoters shall not be liable to contribute anything on that account. The Allottee/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 on account of such liability.
- (xvii) The Allottee/s hereby covenant/s, agree/s and undertake/s to sign such consent letters and other papers as may be required by the Promoters from time to time for availing the benefit of construction of the additional floors area and / or structures and/or for extension for the time period for completing the construction of the project land and as would be required by the RERA Authority or as per the rules and regulations of the local authority.
- (xviii) The Allottee/s shall at his own risk be entitled to visit the project land and the new Building being

constructed on the said Property, subject to taking a prior appointment from the Promoters. The Allottee/s shall adhere to all the safety conditions while visiting the project land. The Allottee/s is/are aware of all the situations that would be dangerous /unsafe for human life while visiting a project during the stage of construction. However, despite that if the Allottee/s desire/s to visit the project land as stated above, the same shall be done by the Allottee/s at his/their own risk and the Promoters shall be in no manner liable for any kind of consequences pursuant thereto.

**19. SEPARATE ACCOUNTS:-**

The Promoters shall maintain a consolidated account of all the deposits collected from the buyers of various apartments in the New Building and of all deposits paid and expenses incurred therefrom. The Promoters are authorized to utilize the said deposits for the purposes for which they have been received. The Promoters shall not be liable to render any individual account of the amounts collected or disbursements made in respect of each separate Apartment notwithstanding any excess/ deficit collection from any particular buyer of the Apartment in respect of his/her Apartment. In the event, any shortfall arises then the Allottee/s and/or the said Organisation and/or the Apex/ Federal Organisation/s, as applicable, shall be individually and collectively liable to pay to the Promoters such amount as may be determined by the Promoters at their sole discretion.

**20. DELAY OR INDULGENCES: -**

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

**21. DISCLOSURES BY PROMOTERS :-**

21.1 The Promoters have informed the Allottee/s and the Allottee/s hereby agree/s, confirms and declare/s or otherwise empower/s, the Promoters, as follows:-

(ii) For all or any of the purposes mentioned herein under this Agreement, the Promoters shall be entitled to keep and/or store any construction materials on any part or portion of the said Property and/or to have additional Electricity Supply and/or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things, as may be necessary. In such an event, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any easement rights and/or any other rights, in the nature of easement or prescriptive or other rights of any nature whatsoever. The Allottee/s directly and/or indirectly, shall not do any act, deed, matter or a thing, whereby the Promoters may be prevented from putting any such additional and/or new construction and/or shall not raise any objection and/or obstruction, hindrance or otherwise. The said act by the Allottee/s/ Purchaser/s shall be construed as breach of this agreement.

(ii) The Promoters have informed all the Allottee/s including the Allottee/s herein that on the 13<sup>th</sup> Floor of the new Building or top most floor of the new Building (as the case may be) there would be certain area open to sky. The Promoters shall be absolutely entitled to permit the Allottee/s of the Apartment situated adjoining to such open area to exclusively, use, occupy and possess such open area and the Allottee herein or its successors and assigns shall not object the same and hereby give its irrevocable consent in favour of the Promoters to permit such Allottee to exclusively use, occupy and possess the same and for such Allottee of the Apartment situated adjoining to such open area to exclusively use, possess and occupy the same .

21.2. All unsold Apartments, open/ covered garages, car parking spaces, open space, podium, space under and over the podium, stilt area and other Apartments and spaces in the New Building which are proposed presently and/or which may be proposed in future shall belong to and owned by the Promoters and/or their nominees only and they will have sole and exclusive rights and authority to allot,

alienate or dispose of the same on such terms and conditions as they may like to any party and receive and appropriate the consideration received thereof and the Allottee/s will have no objection to the same and the Allottee/s do hereby consent to what is stated above and the Allottee/s agree and undertake not to claim any abatement in the price or concession or rebate or compensation or damages.

- 21.3. The Promoter may retain for themselves the remaining apartments in the New Building 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 apartments in the New Building, as the case may be. The Promoter shall not be liable to pay non occupancy charges thereof to the Society/Organization to be formed;
- 21.4. The Promoter shall be entitled to designate any spaces/areas in the Project (including on the terrace and basement levels of the New Building) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other Allotees of apartments/ flats in the Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub- stations, towers etc.
- 21.5. On completion of the entire Project and on issuance of full occupation certificate, the Sellers/ Promoters shall handover all the ownership documents/plans to the Organization or the Society formed of the Flat Purchasers.
- 21.6. The Organization or the Society formed of the Flat Purchasers shall preserve all the documents/plans handed over by the Promoters, fire safety audit reports, which such Organization/Society shall from time to time check and carry out fire safety audit as per the requirement of CFO through the authorized agency of MCGM and structural audit reports as well as the repair reports, the list of is as under:-
  - (a) Ownership documents.
  - (b) Copies of I.O.D, C.C., subsequent amendments, O.C. and corresponding canvas mounted plan.

- (c) Copies of soil investigation reports.
- (d) R.C.C. details and canvas mounted structural drawings.
- (e) Structural stability certificate from Licensed Structural Engineer.
- (f) All details of repairs carried out in the buildings.
- (g) Supervision certificate issued by the Licensed Site Supervisor.
- (h) Building Completion Certificate, if issued by Licensed Surveyor/Architect.
- (i) NOC & Completion Certificate issued by the C.F.O.

**22. RIGHTS OF DISPLAY:-**

The Promoters will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisement 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 New Building including, on open space/s, the terraces and/or any parts of the New Building if it so desires at its own costs and expenses. The Promoters and/or their Group Companies will not be liable to make any payment of any nature to Allottee/s and/or the occupant/s of the New Building and/or the said Organisation in respect of the displays.

**23. COMMON AREAS AND AMENITIES:-**

23.1 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 Apartment by the Allottee/s and his/her/its bona fide family members to the end and intent that:

- (i) As and when the said Apartment 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 Allottee/s of the said Apartment and the Allottee/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 Allottee/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 Allottee/s the benefit thereof along with the sale and transfer of the said Apartment to such Allottee/s;

**24. REPRESENTATION & AGREEMENT OF ALLOTTEE/S:-**

The Allottee/s hereby agree/s and admit/s having taken inspection of all the documents required to be given by the Promoters under the provisions of the RERA and hereby agrees and confirms that the Promoters shall have irrevocable rights for the purposes setout herein below and the Promoters shall be entitled to exercise the same as if the Allottee/s has / had given the prior written consent to the Promoters as required under the said Act and said Rules and with a view to remove any doubt the Allottee/s hereby confer/s upon the Promoters the right and authority for the purposes set out herein below:-

24.1 Without modifying the plan of the said Apartment the Promoters shall be entitled to amend, modify and/or vary the layout plans/ building plans and/or sub division plan and also the specifications in respect thereof.

24.2 The Promoters shall be entitled to consume further FSI available on the said Property and shall for the purpose be entitled to amend, alter or modify the sanctioned plans. However, the Promoters shall not modify or alter the plan of the Apartment agreed to be purchased by the Apartment Allottee/s without obtaining the Allottee/s written consent.

- 24.3 To avail of all the benefits attached to the said Property, the Promoters shall be entitled to put up any construction in the Open Space/RG area/Recreational open space or as may be permissible by Brihanmumbai Municipal Corporation.
- 24.4 The Promoters shall be entitled to consume such F.S.I. as may be available in respect of the said Property or any part thereof or otherwise on the said Property at present or in future and for the purposes of consuming such balance and/or additional F.S.I. to construct extensions and/or additional floors as the Promoters may think fit and proper.
- 24.5 The Allottee/s and/or the Society or Association of the Allottee/s of all the Apartments shall not raise any objection on any ground as to the Promoters' rights reserved.
- 24.6 The Promoters may complete the New Building or any part thereof or floor and obtain part occupation certificate thereof and give possession of the Apartments therein to all the members/ acquirers /occupants of such Apartments including the said Apartment of the Allottee/s and the Allottee/s herein shall have no right to object to the same and will not object to the same and the Allottee/s hereby give/s his specific consent to the same. In such an event the Promoters and/or its Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work in the said Property including the building in which the said Apartment is situated. The Allottee/s hereby grant/s full rights to the Promoters to construct additional floors or structures in the manner the Promoters deem fit including by availing full benefits of the FSI presently available or shall be made available in future in and over the said Property in the manner the Promoters deem fit. The Allottee/s is/are aware that such construction may cause inconvenience to the Allottee/s, and agrees and assures to the Promoters that the Allottee/s shall not protest, object to or obstruct the execution of such work nor the Allottee/s shall be entitled to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her or any other person/s. The Allottee/s shall co-operate with the Promoters in further construction at the said Property.

**25. FIRST CHARGE AND LIEN OF PROMOTERS:-**

The Promoters shall have first lien and charge on the said Apartment agreed to be acquired by the Allottee/s in respect of all the amounts payable by the Allottee/s under the terms and conditions of this Agreement.

**26. DEFECT LIABILITY:-**

- 26.1 The Promoter shall be liable within a period of 5 years of Occupation Certificate to bring to the Notice of the Promoters any defects that are found in the said Apartment and/or New Building as per the said Act and the Rules made thereunder.
- 26.2 Upon receipt of complaint from the Allottee/s, the Promoters shall arrange to vouch the damages with his consultants and contractors. The Promoters shall rectify the same, within a period of 30 days from the receipt of the complaint. However, if the damages are unable to be rectified then the Promoters shall compensate to the Allottee/s for such amount as may be ascertained by the consultants within a period of 30 days. However, it is clarified that if the defect has arisen due to result of any unlawful construction carried out by the Allottee or by Organisation of Allottee/s of the building or as a result of non- maintenance of the new building or said Apartment then in such event the Promoter shall be absolved from such liability.
- 26.3 As also if such defects are occurred due to some act or omission or alteration or tampering or addition on the part of the Allottee/s or in the event the Allottee/s carries out or causes to carry out any renovations and/or furniture work and/or work of the revamping / reinstallation/ installation of any fixtures and fittings in the said Apartment on his own in any manner whatsoever and due to this any harm, damage, loss, injury arises or occurs in the said Apartment or any part thereof, or to the adjoining Apartments/ Units premises, the Promoters shall not be responsible and/or liable and the Promoters shall be completely absolved from any defect liability that may be brought by the Allottee/s.
- 26.4 The Allottee/s/ Purchaser/s shall also be liable and responsible to take care that there are no additions,

alterations, modifications of permanent nature which may in any manner violate the sanctioned plans or permissions which may be granted or which may have already been granted by Municipal Corporation of Greater Mumbai (MCGM) in respect of the project, failing which, the Allottee/s/ Purchaser/s shall alone be responsible and liable to face the consequences under the laws of the land, and the Promoters shall not be required to deal with the same or any part of the said responsibilities of the Allottee/s in any manner whatsoever.

**27. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE AGAINST THE SAID APARTMENT:-**

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

27.2 The Promoters propose to avail financial assistance/Project Finance/Loans from banks, institutions and other persons inter alia, against security of the said 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 Allottee/s under this Agreement in respect of the said Apartment, the Promoters shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens, 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 Property or construction thereon of any part or parts thereof, without any notice to the Allottee/s and the Allottee/s have given and granted their specific, full, free, unqualified and irrevocable consent to the Promoters to do so. As part of such arrangement by the Promoters all or any of the responsibilities and/or obligations of the Promoters may be shifted or transferred to any other person or persons. All such arrangements by the Promoters shall be binding on the

Allottee/s. The Promoters agree that the Allottee/s shall be entitled to raise necessary finance/ housing loan and avail such loan against the security of the said Apartment. However, it will be the sole responsibility of the Allottee/s to repay the said loan and the Allottee/s hereby undertake to indemnify and keep indemnified and harmless the Promoters from any claim or demand, loss arising from the same.

27.3 The Allottee accords his irrevocable consent to the Promoter to securitize the Sale Consideration and/or part thereof and the amounts receivable by the Promoters under this Agreement and to assign to banks/financial institutions or any other person the right to directly receive from the Allottee the Sale Consideration or any part thereof. The Allottee upon receipt of any such intimation in writing by the Promoter agrees and undertakes to pay without any delay, demur, deduction or objection to such bank/ financial institution, the Sale Consideration or any part thereof and/or the other amounts payable under this Agreement. The Promoter confirms that the same shall be valid payment of the Sale Consideration and discharge of the Allottee/s obligations hereunder.

**28. BINDING EFFECT: -**

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

**29. ENTIRE AGREEMENT:-**

This Agreement, along with its schedules and annexures constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/ plot/building, as the case may be.

**30. PROVISIONS OF THIS AGREEMENT APPLICABLE TO  
ALLOTTEE/S/ PURCHASER/S/ SUBSEQUENT ALLOTTEE/S/  
PURCHASER/S:-**

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

**31. SEVERABILITY: -**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as being reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**32 METHOD OF CALCULATION OF PROPORTIONATE SHARE  
WHEREVER REFERRED TO IN THE AGREEMENT:-**

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

**33 FURTHER ASSURANCES:-**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in

addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to carry out the objective as contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**34 PLACE OF EXECUTION:-**

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters" Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/s, in Mumbai after the Agreement is duly executed by the Allottee/s and the Promoters or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

**35 NOTICES: -**

That all notices to be served on the Allottee/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting or on whats app only for the Allottees for the purpose set out in this Agreement at their respective addresses/contact number of the Allottee/s specified below:

**The Allottee/s:-**

\_\_\_\_\_.  
Notified Email ID: \_\_\_\_\_  
Mobile No. of Allottee/s: \_\_\_\_\_

**The Promoters:**

Chaitanya Enterprises.  
Radhakunj Bungalow,  
Mary Land Complex, I.C.Colony,  
Borivali (West), Mumbai- 400 103  
Notified Email ID: [contact@chaitanyagroup.co.in](mailto:contact@chaitanyagroup.co.in)

It shall be the duty of the Allottee/s and the Promoters to inform each other of any change in address/email address and that of change in the mobile no. (in case of Allottee/s) subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address /contact number shall be deemed to have been received by the Promoters or the Allottee/s, as the case may be.

**36.JOINT ALLOTTEE/S:-**

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

**37.THE DISPUTE RESOLUTION:-**

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

**38.GOVERNING LAW:-**

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

**39.OVERALL CONTROL OF PROMOTERS:-**

- 39.1 In the event of the Organisation being formed and registered before the sale and disposal by the Promoters of all the Apartments in the said building, the power and authority of the said Organisation shall always be subject to the overall authority and control of the Promoters in respect of any of the matters concerning the said Building, the construction of additional floors thereon and all amenities pertaining to the same and in particular the Promoters have the absolute authority and control as regards all the unsold apartments, pocket terraces, car parkings and so in the New Building and the disposal thereof. The Promoters shall be liable to pay the municipal taxes at actual only in respect of the unsold apartments and other premises. As and when such apartments are sold to the persons of the Promoters" choice, the said Organisation shall be bound to admit such Allottee/s as members without charging any premium or other extra payment or transfer charges. The Society/ Organisation in such event will only be entitled to levy share subscription amounts and membership application fee
  
39. 2 The Co-operative Society/Condominium/ Limited Company/ Organisation that may be formed of the Allottee/s/ Purchasers/holders of Apartments and other premises in the

said Building, shall not issue Share Certificate to any Allottee/s member without obtaining the No Objection Certificate from the Promoters certifying that the Promoters have no outstanding/dues pending on any account to be received from the Allottee/member and remaining unpaid. If the said Organisation issues Share Certificate to any Allottee/s/member without adhering to or abiding by the aforesaid condition, the said Organisation shall itself be responsible and liable to pay such amounts due and payable, if any, by such Allottee/s/ member to the Promoters.

- 39.3 The Promoters may opt (but shall not be bound) to become and continue to be the member of the said Organization in respect of their right and benefits conferred/ reserved herein or otherwise entitled to in whatsoever manner. After becoming the Members, as and when the Apartments are sold, the Society/Organisation shall admit such Purchasers as members of the Society/Orgainsation without charging any premium or other extra payment or transfer charges. Further, if the Promoters transfer assign and/or dispose of such rights and benefits at any time to anybody, the assignee, transferee and/or the buyers thereof, shall if necessary become the members of the said Organization in respect of the said rights and benefits. The Allottee/therein and the said Organisation, as the case may be, will not have any objection to admit such assignees or transferees as members of the said Organisation and the Allottee/s do hereby give their specific consent to them being admitted.
- 39.4 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 and 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.
40. The Allottee/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 Promoters have entered into this

Agreement with the Allottee/s relying solely on the Allottee/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee/s to be observed, performed and fulfilled and complied with and therefore, the Allottee/s hereby agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Promoters and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non- performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee/s.

41. It is specifically understood that the brochure/s, advertisements published by the Promoters from time to time in respect of the project is just an advertisement material and contains various features such as furniture layout in the tenement and plantations shown around the building/ schemes, vehicles, fencing etc. to increase the aesthetic value only and are not actuals. These features / amenities are not agreed to be developed/ provided by the Promoters.
42. 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.
43. All costs, charges and expenses including stamp duty and registration charges of this Agreement shall be borne and paid by the Allottee/s. The Allottee/s is/are fully aware of the provisions of the applicable stamp Act as amended from time to time. 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 Allottee/s alone. The Allottee/s shall indemnify the Promoters against any claim from the stamp authorities or other concerned authorities in respect of the

said stamp duty including penalty if any to the extent of the loss damage that may suffered by the Promoters. The Allottee/s shall also fully reimburse the expenses that may be incurred by the Promoters in consequence of any legal proceedings that may be instituted by the authorities concerned against the Promoters or vice-versa on account of such liability. The Promoters have informed the Allottee/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 Allottee/s.)

44. The Allottee/s hereby declare/s that he/she/it/they are resident Indians and are entitled to acquire the said Apartment in accordance with the provisions of the Foreign Exchange Management Act, 1999. It is abundantly made clear to the Allottee/s that if the Allottee/s is a Non-Resident Indian / foreign national of Indian origin, in respect of all remittances, acquisitions / transfer of the said Apartment, 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 Allottee/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 Promoters accepts no responsibility in this regard and the Allottee/s agrees to indemnify and keep the Promoters indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

45. 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.

**THE FIRST SCHEDULE OF THE SAID PROPERTY ABOVE REFERRED TO**

All that piece and parcel of land bearing C.T.S. No. 30 of village Shimpoli and Final plot No - FP/680/A/1/8 in Village Borivali, Tehsil/Taluka Borivali in the Registration District and Sub-District of Mumbai Suburban & Mumbai City and admeasuring on or about 1328.64sq.mtrs. together with the building standing thereon consisting of ground + three upper floors known as OM SHIVAM PREMISES CO-OPERATIVE SOCIETY LIMITED lying, being and situate at C.T.S NO. 30 of village Shimpoli and Final plot No - FP/680A/1/8, Village Borivali, Raiyanigram, Shimpoli Road, Borivali (West), Mumbai – 400 092.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

Residential Unit bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. of RERA carpet area 'on the \_\_\_\_\_ floor comprising of \_\_\_\_\_ bed room/s, a Hall and a kitchen with One mechanized/puzzle car parking space/s on the stilt/parking tower in the building known as "**Chaitanya Om Shivam**" **(Om Shivam Premises CSL)** to be constructed on the said Property.

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

SIGNED AND DELIVERED )

By the withinnamed **‘THE PROMOTERS’**)

**CHAITANYA ENTERPRISES**)

Through its Partner/authorized representative

**MR. RAHUL WADIKAR**)

in the presences of )

1. )

2. )

Affix Photo

\_\_\_\_\_  
(Signature )

**SIGNED AND DELIVERED**)

by the withinnamed **“ALLOTTEE/S”**)

**MR. \_\_\_\_\_**)

in presences of )

1. )

2. )

Affix Photo

\_\_\_\_\_  
Signature  
Signature

**RECEIPT**

<b>DATE</b>	<b>CHEQUE</b>	<b>BANK DETAIL</b>	<b>AMOUNT</b>

WE SAY RECEIVED  
**For CHAITANYA ENTERPRISES**

Partner