

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") made at **Mumbai** this ____ day of_____, **Two Thousand Twenty** _____.

BETWEEN

M/S. SAMARPAN HOMES AND DEVELOPERS, a partnership firm, Registration no. _____ registered under the provision of Indian Partnership Act, 1932 represented by its partners Mr. _____, having its office address at Shop no 1 & 2, Swayambhu Residency, Opp. Municipal Hospital, Carter Road no 2, Borivali (East), Mumbai – 400 066, hereinafter referred to as the "**the Developers/Promoters**" (Which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the his/their partners, legal heirs, representatives, successors and assigns)**OF THE FIRSTPART;**

AND

MR/MRS._____ (PAN:_____), aged about ____ years & _____ (PAN:_____), aged about ____ years, having address at: _____, hereinafter referred to as the "**Purchaser/s**" (which expression shall, unless it be repugnant to the context or meaning thereof: in case of Individual/s, be deemed to mean and include his/her/their respective heir/s executors, administrators and permitted assigns)(in case of Partnership Firm, be deemed to mean and include the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors, administrators of the last surviving partner, their or his permitted assigns)(in case of Company, be deemed to mean and include its successors and permitted assigns)(in case of Trust, be deemed to mean and includethe trustees or trustee of the trust, the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them)(in case of Hindu Undivided Family, be deemed to mean and include Karta, his heirs,

representatives, executors, administrators, successors in interest and permitted assigns) **OF THE SECOND PART;**

The Developers/Promoters and the Purchaser/s hereinafter are collectively referred to as **“the Parties”** and individually referred to as **“the Party”**.

WHEREAS:

- A)** The Society is well and sufficiently entitled, as the Owners, to all that piece or parcel of land bearing City Survey No. 445/A, admeasuring 1219.50 sq. mtrs, as per property card, Taluka Borivali, within the Registration District and Sub- District of Mumbai City and Mumbai Suburban (hereinafter referred to as the **“said Land”**) alongwith the structure standing thereon and popularly known as **“ANURAJ BUILDING”** (hereinafter referred to as the **“Existing Building”**) comprising in itself two wings i.e. A wing having 14 residential flats and B wing having 20 residential flats aggregating to 34 residential Flats, situated, lying and being at Plot no. 71 now bearing F.P. No. 710, T.P.S-II, Kasturba Cross Road No. 5, Borivali (East), Mumbai-400 066 and more particularly described in the Schedule hereunder written. Unless referred to individually or unless the context otherwise requires, the said Land together with the said Existing Building shall hereinafter for the sake of brevity collectively be referred to as the **“said Property”**.
- B)** By and under a Development Agreement dated 28.03.2022 entered into between the Society and the Developers herein, which Agreement is duly registered with the Sub-Registrar of Assurances at Borivali under Serial no. BRL/9/5232/2022, the Developers herein have been granted and assigned the development rights of the said property for consideration and on the terms and conditions more particularly recorded therein.
- C)** Simultaneously alongwith the said Development Agreement dated 28.03.2022, the Society has also signed, executed and

granted a General Power of Attorney dated 28.03.2022 in favour of the Developers and/or its partners and nominees, thereby authorizing the Developers to carry out various acts, deeds and things as more particularly mentioned therein. The said General Power of Attorney dated 28.03.2022 is also duly registered with the Sub-Registrar of Assurances at Borivali under Serial no. BRL/9/5237/2022.

- D) Both the aforesaid Development Agreement coupled with the said General Power of Attorney executed by the Society in respect of the said property in favour of the Developers are valid, subsisting and binding upon the parties thereto and the same are in full force, effect and in operation.
- E) By virtue of aforesaid Development Agreement, the Developers are entitled to redevelop the said property [**“said project”**].
- F) The Developers after obtaining Intimation of Disapproval (“IOD”) dated **12.05.2022 bearing no. P-5994/2020/(71O)/R/C Ward/FP/IOD/1/New** from Municipal Corporation for Greater Mumbai (**“MCGM”**) got the Members vacated from their respective premises and demolished the structures standing thereon. Copy of said IOD is annexed as **ANNEXURE “A”**.
- G) Subsequently, the Developers obtained Commencement Certificate (“CC”) dated _____ bearing no. _____ for construction of new building thereon. Copy of said CC is annexed as **ANNEXURE “B”**.
- H) The permission from various Government Authorities and/or Local Authorities is for construction for the new building is obtained in the name of the Confirming Party.
- I) By virtue of aforesaid facts and deeds and documents the Promoters are well and sufficiently entitled to develop the said Property more particularly described in the First Schedule herein under written.

- J)** The Promoters have appointed Chamunda Consultant having its office at Borivali (W) registered with the Counsel of Architects, as Consultant Architect and the said appointment is as per the rules prescribed by the Counsel of Architects and have also appointed R. D. Magdum having its office at Malad (W), as Consulting Structural Engineers for the preparation of structural designs and drawings.
- K)** AND WHEREAS the Promoters has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- L)** AND WHEREAS the Promoters has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- M)** AND WHEREAS the Promoters have proposed to construct podiums/stilt and 17 upper floors on the project land.
- N)** AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate of the Promoters, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **ANNEXURE "C"** and **"D"** respectively.
- O)** AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

- P)** The Promoters have obtained full sanction of plan and have accordingly commenced the construction of the new residential cum commercial building known as “**ANURAJ**”. The Promoters reserve their right to use, utilize and consume the additional development potentiality as and when permitted and sanctioned by the Concerned Development Authority for construction of additional floors upon the said building to be constructed on the said property;
- Q)** AND WHEREAS on demand from the Allottee/s, the Promoters have given inspection the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs. Chamunda Consultant and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "**the said Act**") and the Rules and Regulations made thereunder.
- R)** The Alottee/s agreed not to raise any demand or requisition in future nor shall call for any further documents nor challenge/dispute the authority of Promoters to complete the construction of said building and deal with, sell and allot the premises and other benefits, car parking space, etc in the said building.
- S)** AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **ANNEXURE “E”**.
- T)** AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **ANNEXURE “F”**.

- U) AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **ANNEXURE "G"**.
- V) AND WHEREAS the Promoters has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building
- W) AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- X) AND WHEREAS the Promoters has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- Y) AND WHEREAS by virtue of the Development Agreement and Power of Attorney the Promoters has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoters on the project land and to enter into Agreement/s with the allottee (s)/s of the Apartments to receive the sale consideration in respect thereof;
- ~~Z) AND WHEREAS the Allottee is offered an Shop/Office/Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "**Shop/Office/Apartment**") in the _____ wing of the Building called "**The Pearl**" (herein after referred to as the said~~

~~“Building”) being constructed in the ____ phase of the said project, by the Promoters.~~

AA) AND WHEREAS the Allottee/s have applied to the Promoters for allotment of an Apartment being Flat/Shop No. onfloor situated in the building No. with ____ car parking (**"the said premises"**) being constructed/to be constructed in the ____ phase of the said Project.

BB) In accordance with the terms and conditions set out in this Agreement as mutually agreed upon by and between the parties, the Promoters hereby agrees to sell and the Allottee/s hereby agrees to purchase from the Promoters a residential/commercial premises being Flat/Shop No. ____ admeasuring about ____ sq.ft. equivalent to ____ sq.mts. (Carpet area), ____ RERA Carpet area (including balcony) on the ____ Floor of the building known as **"THE ANURAJ"** along with ____ car parking (**"the said premises"**) being/to be constructed by the Promoters on the said property, at or for the lumpsum consideration of Rs ._____-/- (Rupees _____ Only) (being exclusive of such other amounts, charges, deposits, taxes, advance maintenances, service tax, VAT, GST and such other statutory levies, taxes, as and when applicable/levied upon) and subject to the terms and conditions and as hereinafter appearing as mutually agreed by and between the parties;

CC) AND WHEREAS prior to the execution of these presents, the Allottee/s has/have paid to the Promoters a sum of Rs. _____/- (Rupees _____ Only) (including TDS as payable by the Allottee/s under the provision of Section 194-IA of the Income Tax Act, 1961) being the part payment of the sale price of the said Premises agreed to be sold and/or allotted to the Allottee/s by the Promoters as advance payment or deposit (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoters the balance consideration in the manner hereinafter appearing;

DD) AND WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment.

EE) AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

FF) AND WHEREAS, prior to the execution of these presents the Allottee/s has/have paid to the Promoters a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

GG) AND WHEREAS, the Promoters has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. _____

HH) AND WHEREAS, under section 13 of the said Act the Promoters is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

- II)** The Promoters have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 (for short "**the said Act**") with the Real Estate Regulatory Authority at Mumbai on _____. The authenticated copy of certificate is attached as **ANNEXURE "H"**.
- JJ)** The parties hereto hereby confirm that they are executing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project/development as contemplated above;
- KK)** AND WHEREAS the parties hereto have now mutually agreed to record the aforesaid agreement into writing by executing these presents as hereinafter appearing;

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

1. The Promoters hereby declare and confirm that what is recited hereinabove with regard to their right, title and interest in respect of the said Property and for development thereof under the development Scheme/project sanctioned/to be sanctioned hereafter with such modification as may be permitted by the Concerned Authorities shall be treated as declarations, representations on their part and shall form integral part of this clause.
2. The Promoters shall construct the said building/s consisting of ground/ stilt, and 17 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the

Allottee except any alteration or addition required by any Government authorities or due to change in law.

3. The Promoters have full right and absolute authority to convert and change location as also user of the building and/or premises therein from residential to commercial/semi-commercial and vice-versa. The Allottee/s shall not object or dispute to the aforesaid right of the Promoters for change of user.
4. The Promoters hereby represent and the Allottee/s hereby expressly confirms that the Promoters have irrevocable and unconditional/ unfettered rights authorities, entitlements to increase or decrease area of the said building, increase or decrease in numbers of floors as also specification/designs as also location by vertical and/or horizontal as also location of recreation ground, if any, thereof as may be permitted/approved by the Concerned Development Authority.
5. A (i). The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell and allot to the Allottee/s the Apartment premises being Flat/Shop No. ____ admeasuring ____ sq.fts. equivalent to ____ sq.mts. RERA Carpet area (hereinafter referred to as "**the Apartment**") on the ____ floor of the said building known as "**ANURAJ**" as shown in red colour boundary line on the floor plan thereof annexed hereto and marked as **Annexure "I"** for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises. ~~, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).~~
- (ii). The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the

Allottee **Stack** car parking bearing nos. ____ situated at ____ open and/or stilt and /or ____ podium being constructed in the layout for the consideration of Rs. ____/-

B. The total aggregate consideration amount for the apartment including **mechanical** car parking ~~garages/covered parking~~ spaces is thus Rs.____/-

C. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Apartment.

D. The Total Price 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, ~~which shall only be applicable on subsequent payments.~~

F. ~~The Promoters may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.~~

G. The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three (3%) percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee within sixty ~~forty-five days with annual interest at the rates pecified in the Rules, from the date when such an excess amount was paid by the Allottee.~~ If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 5(a) of this Agreement. **The proposed carpet area of the said Flat would be as per the approved plans and may change as a result of physical variation due to tiling, ledges, plasters and skirting**

H. The Allottee 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 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.

6. The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

7. ~~Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, The Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in **ANNEXURE "J"** herein above. ("Payment Plan").~~
8. The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and Promoters have planned to utilize Floor Space Index of ____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters have disclosed the Floor Space Index of ____ as proposed to be utilized by him on the project land in the said Project and Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.
9. ~~If the Promoters fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoters agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for~~

~~every month of delay, till the handing over of the possession.~~
 The Allottee agrees to pay to the Promoter, interest **at 18% p.a**
~~as specified in the Rule,~~ on all the delayed payment which
 become due and payable by the Allottee to the Promoters under
 the terms of this Agreement from the date the said amount is
 payable by the Allottee(s) to the Promoter.

10. Without prejudice to the right of Promoters to charge interest in terms of sub clause __ 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) and on the Allottee/s committing three defaults of payment of instalments, the Promoters shall at their ~~his~~ own option, may terminate this Agreement:

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 their ~~his~~ intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/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.

~~Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.~~

And this agreement shall stands terminated, cancelled and put an end to without any further intimation & the consequences hereinafter set out, shall follow:-

- a. The Allottee/s shall cease to have any right or interest in

the Apartment or any part thereof.

- b. The Promoters shall be entitled to sell the Apartment to any other person or party, as the Promoters may deem fit; at such consideration and on such terms and conditions as the Promoters may in their absolute discretion deem fit.
- c. On the realization of the entire sale consideration from new Allottee/s of the said premises, the Promoters shall refund to the Allottee/s the amount paid by the Allottees to the Promoters in pursuance of this Agreement after deduction there from;
 - i) the earnest money for allotment of the Apartment (which is to stand forfeited by the Promoters).
 - ii) The taxes and outgoings, if any, due and payable by the Allottee/s in respect of the Apartment upto the date of termination of this Agreement.
 - iii) The amount of interest payable by the Allottee/s to the Promoters in terms of this Agreement from the dates of default in payment till the date of termination, as aforesaid.
 - iv) In the event of the said resale price being less than the purchase price mentioned herein, the amount of such deficit.
- d. The Promoters shall, in the event of any shortfall, be entitled to recover such deficit amounts from the Allottee/s. The Promoters shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs, otherwise. The said amount shall be unconditionally accepted by the Allottee/s in full satisfaction of all his/her/their claims under this Agreement and/or in or to the said premises, without any dispute or demur.
- j) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be

provided by the Promoters in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

11. ~~The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoters the balance amount of Rs _____ (Rupees _____) in the following manner :-~~
- ~~i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoters after the execution of Agreement~~
 - ~~ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoters on completion of the Plinth of the building or wing in which the said Apartment is located.~~
 - ~~iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoters on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.~~
 - ~~iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.~~
 - ~~v. Amount of Rs...../-(.....) (not exceeding 80% of the total consideration) to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.~~
 - ~~vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.~~
 - ~~vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and~~

~~environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.~~

~~viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.~~

12. The Allottee/s has/have paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoters the balance amount of Rs (Rupees) in the following manner and within the time of set out in the Schedule of payments being **ANNEXURE “__”** hereto:
13. The payment of the aforesaid aggregate consideration amount (in the manner set out in **Annexure “__”**) shall be timely and punctually made subject to the statutory deduction of TDS if applicable, as per law for which the Allottees shall issue necessary certificates/confirmations in writing to the Promoters within 7 (seven) days of such deduction.
14. The aforesaid payment shall be made alongwith payment of service tax, VAT, GST, cess and any other similar statutory taxes and levies payable from time to time in connection to the building payable upto the date of handing over the possession of the premises so allotted. The Promoters hereby represent and the Allottee/s hereby confirms that presently as per the applicable law, the Goods and Service Tax payable on the consideration is 5%. Provided that in case there is any change/modification in the taxes and application of other statutes, the subsequent amount/s payable by the Allottee/s to the Promoters shall be increased/reduced based on such

change/modification.

15. The Promoters shall give possession of the Apartment to the Allottee on or before..... day of20___. If the Promoters fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with ~~out~~ interest ~~at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.~~ Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) Non-availability of steel, cement sand other building material water or electric supply;
- (iv) Any Order, direction or circulation, etc. of the Concerned Authorities for stoppage of work;
- (v) Any delay if any, caused in grant/issuance of NOC and O.C. by the Concerned Authorities;
- (vi) Any delay in issuance of Occupation Certificate by the Concerned Authority beyond one month of making application for issuance thereof by the Promoters;
- (vii) Any other reason/cause beyond their control;
- (viii) Pandemic, lockdown (partially or fully) either by Central or State Government or Local Authority

For the purpose of this Agreement this expression "force majeure" shall also include any natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, subsidence,

structural damage, epidemic or other natural disaster, calamity or any acts, events, restrictions beyond the reasonable control of the Promoters/Promoters.

16. **Procedure for taking possession** - The Promoters, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoters shall give possession of the Apartment to the Allottee/s. The Promoters agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. 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 on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

17. The Allottee/s shall take possession of the Apartment within 15 days of the written notice from the Promoters to the Allottee/s intimating that the said Apartments are ready for use and occupancy:

18. **FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT:**
 Upon receiving a written intimation from the Promoters as per clause __, the Allottee/s shall take possession of the 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 Apartment to the Allottee/s. In case the Allottee/s fail/s to take possession within the time provided in clause __ such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

19. If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoters any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.
20. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop for carrying on any industry or business. The Allottee/s shall use the parking space only for purpose of keeping or parking vehicle.
21. ~~The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.~~

22. ~~The Promoters shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoters and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.~~
23. ~~The Promoters shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoters and/or the owners in the project land on which the building with multiple wings or buildings are constructed.~~
24. ~~Within 15 days After notice in writing is given by the Promoters to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the 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 building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoters provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/assignment of lease of the~~

~~structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.~~

25. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

(i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

~~(ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.~~

(iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

(iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges

(vi) Rs. _____ /- Development charges &

(vii) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout

26. ~~The Allottee shall pay to the Promoters a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.~~

27. ~~At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.~~

28. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

The Promoters hereby represents and warrants to the Allottee/s as follows:

- i. The Promoters have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. 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;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been

obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the 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;

- vi. The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- vii. 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 under this Agreement;
- viii. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the Association of Allottee/s the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s;
- x. The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for

acquisition or requisition of the 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.

xii. If due to any change in the F.S.I. Rules and more F.S.I. becomes available (including on account of staircase, walls, lifts, balcony, passage, etc.) then in such event the said Promoters alone shall be entitled to use, utilize, consume and exploit such F.S.I. on the said property as may be mutually agreed upon by and between them by constructing additional floors in the said building.

xiii. If due to any change in the Development Rules and Regulations or by introduction of any policy by the Government of Maharashtra or any other concerned authorities any benefit of T.D.R. by whatever named called and in all forms are available in respect of the said property, then in such event, the Promoters alone shall be entitled to avail such benefit for which they are entitled to acquire and purchase such F.S.I. by way of T.D.R. in all forms from any other property as may be permissible and to use, utilize, consume and exploit the same by constructing additional floors on the said building.

xiv. The Promoters shall be entitled to do and perform all such acts, deeds, things and matters and to sign, execute and admit execution of all such documents, deeds, writings, applications, forms including modifications, changes, alterations etc. in respect of the said sanctioned plan and other permissions, as they may in their absolute discretion so desire.

~~xiv.~~xv. The Purchaser/s are aware of and it is within their knowledge that the Developers/Promoters have availed Scheme of Instalment Facility (as per circular of MCGM under ref. No. CHE/DP/14470/GEN dated 19.09.2019) for the premium payment payable to the MCGM. The Allottees shall not raise any disputes/issues with regards to the

Scheme so long as the Promoters abide by the rules / regulations or timeframe laid down in that respect.

29. The Allottee/s or himself/herself/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 Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the 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 building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
 - iii. To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the 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 and/or other public authority.

- iv. Not to demolish or cause to be demolished the 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 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.
- v. 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 building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoters within ~~seven~~ **seven (7)** ~~fifteen~~ days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed

by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.

- ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up.
- x. The Allottee/s shall observe and perform all the rules and regulations which the Society adopted at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said 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 regarding the occupancy and use of the Apartment in the 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.
- xi. ~~Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee 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 buildings or any part thereof to view and examine the state and condition thereof.~~
- xii. ~~Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee 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 project land or any part thereof to view and examine the state and condition thereof.~~

- xiii. The Allottee/s hereby agrees and undertakes that he/she /they shall not obstruct or object or dispute to the right, title and interest of the Promoters and the Society in respect of the said additional F.S.I. and/or Additional Buildable Area/T.D.R. benefit available to the Promoters and the Promoters as above and shall do and perform all such acts, deeds, things and matters and to sign and execute all such requisite confirmations, applications, consent, etc. if so required by the Promoters.
 - xiv. The Allottee/s hereby irrevocably agrees and undertakes that he/she/they shall not claim or demand any consideration/ amount or compensation or benefit from the Promoters in respect of the said benefit of additional F.S.I. and/or additional development potentiality available to the Promoters to use, utilize, consume and exploit the same by constructing additional floors on the said building.
 - xv. The Allottee/s of Premises from the Promoters in respect of the said additional floors which the Promoters are entitled to construct by use of such extra or additional F.S.I. and/or T.D.R. benefit shall be accepted and admitted as member and shareholder of the Society and such Allottees shall have all the privileges and entitled to avail of the common amenities as may be available to the Allottee/s herein in the said building and/or the property.
 - xvi. It is expressly agreed and understood that the right, title and interest of the Promoters to avail the benefit of additional F.S.I. and/or T.D.R./Additional Buildable Area benefit to use, utilize and consume the same in the said property shall be absolute and permanent.
30. The Allottee/s hereby confirm having granted his/her/their irrevocable power and consent to the Promoters and agrees: -
- a) that the Promoters as may be mutually agreed upon by and between them shall be entitled at all time to all FSI

in respect of the project land whether available at present or in future including the additional FSI available under the Rules and regulations of the Concerned Authorities from time to time and/or by any special concession, modification of present Rules and Regulations granting FSI available in lieu of the road widening, set back, reservation or by way of Transfer of Development Rights (TDR) or otherwise howsoever.

- b) that under no circumstances the Allottee/s will be entitled to any FSI in respect of the project nor shall they have any right to consume the same in any manner whatsoever.
- c) that the Promoters shall be entitled to develop the said property fully by constructing and/or making constructing of additional floors so as to avail of the full FSI permissible at present or in future on the said property inclusive for staircase, lift, passage, by way of purchase of floating FSI, TDR, free FSI which may be available on the project land or acquired otherwise howsoever and including putting up any "additional construction" as mentioned above and on Promoters selling the same and appropriating to themselves the entire sale proceeds thereof without the Allottee/s or other acquirers of other premises in such building and/or their common organization or Society having any claim thereto or to any part thereof. The FSI of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Promoters who shall be at liberty to use, deal with dispose of, sell, transfer etc. the same in manner the Promoters may chooses. The Allottee/s agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above. The Promoters shall be entitled to consume such

FSI by raising floor or floors on the said building any structure. The document vesting the title of the said property, building etc. and transfer of rights and benefits of the Promoters, as hereinafter mentioned shall be subject, inter alia, to the aforesaid reservation.

- d) to admit without any objection the persons who are allotted flats/premises by the Promoters as members of the Society.
- e) not to raise any objection or interfere with Promoters rights reserved hereunder.
- f) to execute any further or other writing, documents, consents etc. as required by the Promoters for carrying out the terms hereof and intentions of the parties hereto.
- g) to do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications which the Promoters in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement.

The aforesaid consent, authority and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said premises is handed over to the Allottee/s and/or possession of the said building is handed over to the Society or the Allottee/s of all the premises and vesting document is executed. The aforesaid covenants or such of them as the Promoters may deem fit will be incorporated in the vesting document that shall run with the property.

31. The Allottee/s shall check up all the fixtures and fittings in the said premises/Flat before taking possession of the same. Thereafter, the Allottee/s shall have no claim against the Promoters in respect of any item or work in the said premises/Flat or in the said building/s which may be alleged not to have been carried out and/or completed and/or being not in accordance with the plans, specifications and/or this agreement and/or otherwise howsoever in relation thereto.

32. It is expressly agreed and understood that the Promoters shall not be held liable or responsible to bear pay and discharge any amount towards taxes, rates, outgoings, maintenance charges etc. in respect of the unsold flats, and/or non-allotted car parking spaces to Society. The Allottee/s herein shall not individually or with other claim for demand any such amount from Promoters.
33. In respect of the unsold flats/premises, if any, after the Promoters obtained Occupation Certificate/Part-Occupation Certificate from the Municipal Corporation for Greater Mumbai, the Promoters shall reimburse only the property tax, if so, claimed and demanded by the concerned authorities of MCGM including Assessment and Collection Department in respect of the unsold premises and that the Promoters shall not be held liable or responsible to contribute any amount towards sinking fund, repairs, water charges, gardening, security charges, etc. or for any other funds, deposits, etc. Which the Society may claim from the Allottees occupying their respective premises, under its Bye-laws or Rules and Regulations.
34. Once the Allottee/s is/are admitted to the membership of the Society, the Allottee/s is/are hereby agree/s and undertake/s to abide by the bye-laws, rules and regulations of the Society including the resolutions that have been passed till date and that may be passed in future. Unless the Promoters/Promoter/s have intimated in writing to the Allottee/s for submitting necessary forms, undertaking, indemnities etc., the Allottee/s hereby agree/s and undertake/s not to submit any documents or correspond with the Society independently for admitting him/her/it as member of the Society. It is clearly agreed and understood that the Allottee/s shall be entitled to apply for such membership of the said Society only through the Developer/s/Promoter/s as aforesaid.
35. The Promoters shall, if necessary, become the member of the society in respect of their rights and benefits conferred herein including with regard to unsold Flats/Premises or otherwise. If

the Promoters transfer, assign and dispose of such rights and benefits at anytime to anybody, then, the respective assignee, transferee and/or the Allottee/a thereof shall become members of the society in respect of the said rights and benefits. The Allottee/s herein and the Society will not have any objection to admit such assignee, transferee and/or Allottee/s as the member of the society without any charges whatsoever.

36. In the event, by reason of any amendment to the constitution or enactment or amendment of any existing law or on introduction or enforcement of any statute, circular or notification by any Government (Central or State) this transaction is hold to be liable to any tax as a sale or otherwise in whatever form either as a whole or in part any inputs or material/s or equipment used or supplied in execution of or in connection with this transaction are liable to tax, the same shall be payable by the Allottee/s along with other Allottee/s on demand at any time and the Promoters shall not be held liable or responsible. Such payment shall be made by the Allottee/s within 10 (Ten) days of demand being made by the Promoters, in writing. In the event, the Allottee/s fail/s, refuses or neglects to pay the same, within the stipulated period, the same shall amount to an express breach and the Developer shall be entitled to terminate and cancel these presents.
37. The Promoters will at all times, be entitled to install the logos and/or name boards and/or put up advertisements boards/hoarding etc. of the Promoters, and/or its Group Companies, (hereinafter referred to as the displays) with various devices (including electronic, laser and neon signs) in one or more places on the Buildings, on open space/s, the terraces of the said building and the compound walls of the property. The Promoters and/or its Group Companies will not be liable to make any payment of any nature to the Association of Allottees/ Society in the said building in respect of the said displays.

38. The Promoters may, as its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Promoters in the case of one Allottee/s shall not be construed to be a precedent and/or binding on the Promoters to exercise such discretion in the case of other Flat Allottees.
39. Failure on the part of the Promoters to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
40. The Promoters shall be at full liberty to sell, assign, mortgage or create any right or otherwise deal with their right and interest in the aforesaid property and building or any of them subject to the rights of the Allottee/s under this Agreement. The Promoters shall have full right and absolute power and authority and will be absolutely entitled to raise moneys for development of the said property or otherwise and to keep their premises defined under the Development Agreement as security for repayment thereof.
41. The Allottee/s hereby gives his/her/their express consent to the Promoters to raise any loan against the security of mortgage of their premises defined under the Development Agreement being constructed thereon and for mortgaging the same with any bank/s or any other party. This consent is on express understanding that any such loan liability shall be borne by the Promoters at their expenses before the possession of their flat is handed over to the Allottee/s.
42. 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 name as the Promoters may in its sole discretion deem fit and the Allottee/s

undertakes not to object/demand/direct the Promoters to adjust their payments in any manner.

43. The Promoters at their option be entitled to carry and complete the development of the said property either by themselves or through their Promoters, Sub-Promoters, Contractors or otherwise and are also entitled to grant development right to any other Builder or Developer either independently or jointly with them on such terms and conditions as they may decide and execute necessary documents. However, such transaction shall be subject to these presents and allotment of premises to the Allottee/s under these presents. No separate consent in writing or otherwise is requiring to be obtained from the Allottee/s. On documents being executed by Promoters with their nominee or assignee or Promoters, the Promoters shall inform the same to the Allottee/s and on such intimation being given the Allottee/s shall be entitled to enforce the terms of this Agreement and shall offer performance and compliance of his/her/their obligations under these presents to such nominee or assignee.
44. The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s)made thereof and all other applicable laws including that of remittance of payment acquisition /sale/transfer of immovable properties in India, etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the Provisions of 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. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of

India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

45. The Promoters accept no responsibility in this regard. The Allottee/s shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoters/Society immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said Flat/premises applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee only.
46. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
47. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the ~~Promoters~~ **Society**. ~~until the said structure of the building is transferred to the Society/Limited Company or otherbody and until the project land is transferred to the Apex Body /Federation as~~

~~hereinbefore mentioned.~~

48. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoters executes this Agreement they shall not mortgage or create a charge on the 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 who has taken or agreed to take such Apartment.

49. In the event of the Allottee/s being desirous of obtaining housing loan from any bankers or financial institutions so as to purchase the said Apartment under these presents, the Allottee/s shall be entitled to do so only after obtaining previous written consent from the Promoters and only after he/she/their having complied with, fulfilled, observed and performed her/his/their part of the obligations contained under these presents and further undertake to do so. The Promoters do not give guarantee to such finance or housing loan and the Allottee/s shall apply for and obtain such housing finance/loan solely at his/her/their risk as to costs and consequences and shall indemnify and keep the Promoters indemnified against any claim, demand or action being claimed, demanded or initiated by the bankers and/or financial institutions whosoever have sanctioned and/or disbursed such housing finance.

50. It is further agreed and understood that in the event of the Allottee/s having obtained sanction of housing finance, Allottee/s shall inform in writing to the Promoters of having obtained sanction of such finance and confirm that the bankers/financial institution shall disburse and pay the housing finance/loan as may have been sanctioned and approved directly to and in the name of the Promoters alone. Such disbursement/payment shall be made by the bankers/financial institution by Cheque (crossed/Account Payee)/Pay order

directly in the name of the Promoters and shall be handed over personally to the Promoters. Acknowledgement, if any, by any unauthorized persons and/or the Allottee/s herein shall not bind the Promoters as having received such housing finance on behalf of the Allottee/s. The Allottee/s agree and undertake that No Third Party cheque (save and except the Banker/Financial Institution of the Allottee) shall be forwarded to the Promoters. If at any time, such Third Party cheque is forwarded to the Promoters, the same shall be treated as non-payment of instalment by the Allottee/s and thereafter the consequences as stipulated under these presents shall follow.

51. It is further agreed and understood that the Allottee/s, subject to what is stated hereinabove, shall be free to offer his/her/their right under these presents only as and by way of security for repayment of such finance. The Promoters shall not be called upon to sign or execute any further or other writings, confirmation, declaration or otherwise nor shall they be called upon to give any security of their right and/or the said property to any bankers/financial institution. It is further agreed and understood that irrespective of the fact whether the Allottee/s has/have obtained sanction of housing loan/finance from his/her/their financial institution in respect of the said premises, in the event of any delay in disbursement or failure in payment/disbursement of the balance consideration payable by the Allottee/s to the Promoters under these presents, the Allottee/s alone shall personally be liable or responsible to pay the amount so payable under these presents and shall not claim any equity or otherwise on the ground of having not obtained disbursement or delay in disbursement of such amount by bankers/financial institution. The Allottee/s shall pay the amount due and payable to the Promoters from his/her/their own source of income.
52. The Allottee/s is/are satisfied and has/have accepted the Title of the Society and the Promoters as disclosed in the Certificate

of Title issued by the Advocate of the Promoters and which is annexed hereto. The Allottee/s shall not be entitled to further investigate the title of the said property and hereby undertakes not to raise any objection or requisitions in respect thereof or dispute the same in any manner.

53. The Allottee/s hereby expressly declare and confirm that he/she /they have been disclosed by the Promoters various terms, conditions, stipulations, etc. under the permissions, orders, approvals, sanctions/NOC granted by various Concerned authorities as recited hereinabove as also various terms and conditions including with regard to the Agreements executed by the said Owners in favour of the Promoters. The Allottee/s independently as also jointly with the Allottee/s of other premises in the building, on taking possession of the irrespective premises, shall comply with, fulfil, observe, perform and abide by all the terms, conditions, stipulations, etc. imposed by the concerned authorities while giving/ granting various permissions, orders, approvals, sanctions/NOC as aforesaid. The Allottee/s shall not object, dispute or challenge to all such terms and conditions as aforesaid.
54. In the event of any of the portion of the project land is being subject matter of any reservation, setback etc. the Promoters shall be entitled to comply with such reservations, handover such portion duly constructed or otherwise and claim ask for demand, recover and receive, compensation, benefits, in the form of development right or otherwise and use, utilize, consume and exploit the same in development of the project land, as the Promoters may deem fit and proper.

55. **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 fails 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 shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall stand ~~forfeited be returned to the Allottee without any interest or compensation whatsoever.~~

56. 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.

57. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

58. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES:

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 Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

59. 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 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.

60. 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 carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

61. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

62. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/s, in 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.

63. The Allottee/s and/or Promoters shall present this Agreement ~~as well as the conveyance/assignment of lease~~ at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

64. 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 at their respective addresses specified below:

Name of Allottee

(Allottee/s Address)

Notified Email ID:_____

M/S. SAMARPAN HOMES AND DEVELOPERS

Shop no 1 & 2, Swayambhu Residency,

Opp. Municipal Hospital,

Carter Road no 2, Borivali (East),

Mumbai – 400 066

Notified Email ID: _____

65. It shall be the duty of the Allottee/s and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee/s, as the case may be.

66. JOINT ALLOTTEES:

1._____ 2._____ 3._____ 4._____ 5._____

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/them which shall for all intents and purposes to consider as properly served on all the Allottee/s.

67. STAMP DUTY AND REGISTRATION :

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s.

68. 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 MahaRera Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

69. 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 Mumbai courts will have the jurisdiction for this Agreement

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

FIRST SCHEDULE

(Description of the said Property)

ALL THAT piece and parcel of land bearing City Survey No. 445/A, Now bearing F.P. No. 710 admeasuring 1219.50 sq. mtrs, as per property card, Taluka Borivali, within the Registration District and Sub- District of Mumbai City and Mumbai Suburban alongwith the structure standing thereon and popularly known as “**ANURAJ CO-OPERATIVE HOUSING SOCIETY LIMITED**” [“**the Society**”] Building comprising in

1._____ 2._____ 3._____ 4._____ 5._____

itself two wings .i.e. A wing having 14 residential flats and B wing having 20 residential flats aggregating to 34 residential Flats, situated, lying and being at Plot no. 71, T.P.S-II, Kasturba Cross Road No. 5, Borivali (East), Mumbai-400 066 and bounded by and large as follows:

- On or towards West- North : By CST No. 455
- On or towards West-South : By CTS No. 444
- On or towards South-East : By CTS No. 431
- On or towards North-East : By CST No. 445B

SECOND SCHEDULE

(Description of the said Premises)

Residential/Commercial Premises Bearing No. _____ admeasuring _____ Square Ft (Carpet Area),_____ RERA Carpet on the _____th Floor of the Building known as “Anuraj” proposed to be constructed on the said Property along with ___ car parking/s.

SIGNED SEALED AND DELIVERED BY)
By Within named the Developers)
M/s. Samarpan Homes and Developers)
through its authorized signatory)
Mr. _____)
)
)
In the presence of)
1.)
2.)

SIGNED SEALED AND DELIVERED BY)
The Within named “THE PURCHASERS”)
1) MR.)
)
)
)

)

In the presence of
)

1.
)

2.
)

RECEIPT

RECEIVED of and from the within named Allottee/s **MR.**
(PAN:), the sum of
Rs. /-(Rupees Only) by way of part
payment out of the Agreement Value / purchase price hereinabove
mentioned, by cheques. The details are as under:

Sr. No.	Date	Cheque No.	Bank	Amount (Rs.)
1.				
2.				
3.				
4.				

Total Rs./-

WE SAY RECEIVED

For **M/s. Samarpan Homes and Developers**

Mr. _____
(Partner)

WITNESS:-

1.
2.

ANNEXURES