

## **AGREEMENT FOR SALE**

This Agreement made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Twenty Two (2022), between **TITIRSHA CO-OPERATIVE HOUSING SOCIETY LIMITED**, a Society registered under the Maharashtra Co-operative Societies Act, 1960, bearing registration no. BOM/HSG/4648/1975, having PAN – **AAABT3093L**, having address at:- Plot No. 12, Tarun Bharat Colony, Chakala, Andheri (East), Mumbai – 400099, hereinafter referred to and called as the said **“SOCIETY/PROMOTER”**, (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns), party of **FIRST PART:**

AND

Mr./Mrs./M/s. \_\_\_\_\_

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\_\_\_\_ having  
office/residence at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
hereinafter  
referred to as" the Allottee/Purchaser" of the Other Part.

**W H E R E A S : -**

- A. By Indenture of Lease dated 13<sup>th</sup> March, 1973, made between Tarun Bharat Co-operative Housing Society Limited, then called as the Lessor and one Mr. Dinkar Ramchandra Bivalkar, then mentioned as the Lessee, registered in the office of Sub-registrar of Bandra under Sr. No. P-126, at pages 29 to33 of Volume 212 (additional) of Book No. 1 on 17<sup>th</sup> March, 1973, for consideration therein mentioned and in consideration of the rent and covenants therein reserved and contained, the Tarun Bharat Co-operative Housing Society Limited, the Lessor mentioned therein, did thereby demise unto Mr. Dinkar Ramchandra Bivalkar, then mentioned as the Lessee, All that piece and parcel of land situated at Chakala Road, Andheri, bearing Plot No. 12, Survey No. 102, Hissa No. 10 & 15 (parts) of the Lessor's i.e. Tarun Bharat Co-operative Housing Society Limited, ESTATE TO HOLD the same on lease unto the Lessee i.e. Mr. Dinkar Ramchandra Bivalkar, from 13<sup>th</sup> March, 1973 for the term of 999 years.
- B. By virtue of Indenture dated 15<sup>th</sup> January, 1975, executed and registered by and between Mr. Dinkar Ramchandra Bivalkar, then mentioned as the Assignor and the Titirsha Co-operative Housing Society Limited, then mentioned as the Assignee/s and the Society mentioned herein, the said Indenture registered under Sr. No. BOM/S/165/1976, registered before Sub-registrar of Bombay. Through which Mr. Dinkar Ramchandra Bivalkar, assigned his lease rights to the Titirsha Co-operative Housing Society Limited, the said term of 999 years. The area of the plot has been ascertain on joint survey to be 450 sq.yards (equivalent to 376.8 sq.mtrs.). The Lessor Tarun Bharat Co-operative Housing Society Limited, passed the resolution by its managing committee on 19<sup>th</sup> December, 1975 and permitted to Mr.

Dinkar Ramchandra Bivalkar to assign his rights, title and interest in the said plot to Titirsha Co-operative Housing Society Limited, with further permission to the Titirsha Co-operative Housing Society Limited, to let out flats in the building proposed to be constructed by the Titirsha Co-operative Housing Society Limited.

C. By virtue of Indenture dated 15<sup>th</sup> January, 1975, registered under Sr. No. BOM/S/165/1976, registered before Sub-registrar of Bombay, the Titirsha Co-operative Housing Society Limited, have seized, possessed and acquired the rights on ALL THAT piece and parcel of land situated admeasuring area 450 sq.yards (equivalent to 376.8 sq.mtrs.), situated at Chakala Road, Andheri (East), Mumbai - 400099, bearing Plot No. 12, Survey No. 102, Hissa No. 10 & 15 (parts), bearing C.T.S. No. 146/61 of Village – Chakala, Taluka – Andheri, in the registration district and sub-district of Mumbai Sub-urban District, within the limitation of Mumbai Municipal Corporation, (hereinafter referred to and called as the said "**THE SAID PROPERTY**"/ "**THE PROJECT LAND**"), more particularly described in **FIRST SCHEDULE** hereunder written.

D. Thereafter Titirsha Co-operative Housing Society Limited, have constructed the residential building comprising of 12 (Twelve) residential Flats, allotted separate share certificates to its bonafide members.

E. Simultaneously Tarun Bharat Co-operative Housing Society Limited, have also issued Five (5) fully paid up shares of Rs.50/- each, aggregating Rs.250/-, bearing distinctive nos. 506 to 510 (both inclusive), bearing Share Certificate No. 119 and Member's Register No. 73, issued on 7<sup>th</sup> November, 2016.

F. Due to dilapidated condition of Titirsha Co-operative Housing Society Limited building, the said Society have decided to re-develop/re-construct the said Society building structure under Self Development scheme. Hence the Society by their resolution, have appointed M/S. BUILDTEC ASSOCIATES vide appointment letter dated 29<sup>th</sup> July, 2021,

by the said Society, for re-development/re-construction of the Society building structure, the copy of the said Appointment Letter dated 29/07/2021 is hereto annexed and marked '**Annexure - A**'.

G. In pursuance of the above referred documents the Society is seized and possessed of and otherwise well and sufficiently entitled to the said property;

H. The Society/Promoter are entitled to develop the said property and with that purpose, Society/Promoter had submitted a proposal to the Municipal Corporation of Greater Mumbai (**M.C.G.M**) for construction of the one residential building on the said property comprising Stilt + Upper Nine Floors or more Upper Floors (herein after referred to as **Proposed Building**).

I. The Society/Promoter upon complying with the requirements of M.C.G.M, the M.C.G.M. has sanctioned the proposed building plans under I.O.D. Reference No. P-5333/2020/(146/61)/K/E Ward/CHAKALA/IOD/1/New of dated 1<sup>st</sup> November, 2021 (**IOD**) The copy of the said IOD dated 01/11/2021, is hereto annexed and marked '**Annexure - B**'.

J. M.C.G.M has further issued commencement certificate ("CC") dated 18/07/2022, for construction and further commencement certificate / amendments will be issued as and when work progresses or to raise additional upper floors. The copy of the said commencement certificate dated 18/07/22, bearing no. P-5333/2020/(146/61)K/E Ward/CHAKALA/CC/1/NEW, is hereto annexed and marked '**Annexure - C**'

K. The authenticated copies of the said proposed Building Plan (herein after referred as **said plan**) as approved by the concerned Local Authority is hereto annexed and marked '**Annexure - D**'. The Society/Promoter, accordingly has commenced the construction of the said building/s and open spaces accordance with the said plans.

L. The Society/Promoter have got some approvals from the concerned local authority to plans, specifications, elevations, sections and of the said building/s with certain terms, conditions, stipulation and restrictions which are to be observed and performed by the Society/Promoter while developing the project land and the said building and shall obtain the balance approvals / amendments / raise additional floors etc. from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy certificate.

M. Similarly, while sanctioning the said plans the MCGM has obtained from the Society/Promoter, various undertakings and indemnity bonds. The Society/Promoter, have executed various undertakings cum indemnity till today and may issue various undertaking from time to time in favour of MCGM for completion of building as per sanctioned plan which shall be amended from time to time.

N. The present layout, design, elevation, plans, common amenities, internal layout access will be required to be amended from time to time by the Society/Promoter, and the Allottee/Purchaser has entered into the present Agreement knowing fully well that the scheme of self-development proposed to be carried out by the Society/Promoter on the said Plot, may be required to be amended & carried out from time to time, and the Allottee/Purchaser has/have no objection to the Society/Promoter making such amendments and hereby accords his/her/their consent for the same. The Allottee/Purchaser hereby undertakes that no specified further express consent as per Maharashtra Ownership Flat Act 1963 ("**MOFA**") and Real Estate (Regulation & Redevelopment) Act, 2016 ("**RERA**") provisions is required by the Society/Promoter for making amendment in the plan shown to the Allottee/Purchaser.

O. The Proposed building consists of Stilt + Upper Nine Floors and for the purpose to amend the Plans from time to time so that the Sellers / Promoters may convert the ground/or the first floor or any parking level for commercial user /Semi Commercial/Office purpose/ Residential user and so as to consume the FSI/TDR/fungible FSI/Gross Plot FSI/Incentive

FSI or any further FSI as per the Provision of DPCR 2034 or any other relevant Act is availed by the Society/Promoter on the said property/building for construction under any head and the Purchaser has no objection to the Society/Promoter making such amendments and hereby accords his consent for the same;

P. The Society/Promoter has appointed (1) MR. ATUL V. SITUT, Architect and Licensed Surveyor, (2) MR. NIRANJAN LELE, Structural Consultant and (3) MR. YASHWANT SATHE, Project Consultant. The Society/Promoter reserve the right to change the Architect mentioned herein or any subsequent Architect and Licensed Surveyor, if so required for betterment of the project till the completion of the building/ buildings.

Q. The Allottee/Purchaser has/have inspected the said plans, commencement certificates/ Amendments / Orders etc. and the title documents. The Allottee/Purchaser has/have accepted the Title Certificate in respect of the said property 02/01/2020, issued by Anil. G. Pratap Advocate High Court, for the Society/Promoter, a copy whereof is hereto annexed and marked as '**Annexure - E**'. The Allottee/Purchaser has/have fully satisfied himself/ herself/ themselves about the rights of Society/Promoter to the said property and to develop and construct the said building/s and to allot/sale the flats and premises therein in the manner herein contained and the Allottee/Purchaser has/have agreed that that he/she/they shall not be entitled to raise any requisition/query/demand upon the Society/Promoter with regard thereto.

R. The Society/Promoter has registered the Project under the provision of the Real Estate (Regulation & Redevelopment) Act, 2016 (**RERA**) with the Real Estate Regulatory Authority on \_\_\_\_\_ bearing no \_\_\_\_\_. The entire project/building shall be known as "**SHREE**". A copy of the certificate dated \_\_\_\_\_ is hereto annexed and marked as '**Annexure - F**';

S. The Society/Promoter has the right to sell the various premises/units/flats in the said proposed building in the Real Estate Project to be constructed by the Society/Promoter, and to enter into this Agreement with the Allottee and also to receive the entire Sale Consideration (defined herein below) in respect thereof;

T. The Allottee/s /Purchaser/s has/have prior to the execution of these presents demanded from the Society / Promoters and the Society / Promoters have prior to the execution of these presents given inspection to the Allottee/s /Purchaser/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 Society / Promoters' Architects and of such other documents as are specified under the MOFA and the rules made there under and under the RERA and rules framed thereunder as may be applicable and MOFA Rules, 1964, (hereinafter referred to as "**the said Act**" and "**the said Rules**") thereunder. The Allottee/s /Purchaser/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 title of the said Property and an authority of the Sellers / Promoters, to develop the said property;

U. The Allottee/s /Purchaser/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Apartment, made enquires thereon and is satisfied with respect to the same and the Allottee/s /Purchaser/s hereby undertake/s not to raise any objection and /or make any requisitions with respect to the title of the Promoter to develop the said Property.

V. The Allottee/s/Purchaser/s after perusing and verifying the facts and particulars on the website of the Regulatory Authority in respect of the project has/ have approached the Promoter / Promoters for allotment of Apartment No.\_\_\_\_\_, on the \_\_\_\_\_ Floor, situated in the proposed building known as "**SHREE**" to be constructed on the said Project Land;

W. The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s/Purchaser/s, the Apartment bearing Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ Floor, admeasuring \_\_\_\_\_ Sq. Mtrs. Carpet area in \_\_\_\_\_ wing in the proposed building to be constructed and known as "**SHREE**" on the property more particularly described in the First Schedule hereunder written for the lump sum consideration of Rs. \_\_\_\_\_/- (Rupees

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\_\_\_\_\_ only) (hereinafter referred to as "**the said Apartment/Premises**") and covered/ stack/ mechanized parking spaces bearing No. \_\_\_\_\_ on Ground/Stilt 1<sup>st</sup>, 2<sup>nd</sup>, Podium Floors for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (hereinafter referred as "**the said Car Parking**") total aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_

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\_\_\_\_\_ only) (hereinafter referred to as "**the sale consideration**") at the price and on the terms and conditions hereinafter appearing and more particularly described in the **Second Schedule** alongwith the said carpet area of the Apartment the Promoter has provided \_\_\_\_\_ sq. mtrs. carpet area balcony space to the Allottee/s/Purchaser/s and shown in red color hatched on the sketch floor plan hereto annexed and marked as '**Annexure - G**'.

X. It is clarified that the carpet area as defined hereinabove is computed in accordance with the provisions of Section 2(k) of RERA and as per the RERA Rules (viz. the net usable floor area of the said premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace are, but including the area covered by the internal partition walls, columns of the premises).

Y. It is specifically understood, accepted and consented by the Allottee/s/Purchaser/s that the Brochures, Advertising and Marketing material published by the Promoter from time to time in respect of the Real Estate Project is just and advertisement/marketing material and

contains various features such as furniture layout in a tenement, vegetation and plantation shown around the building/Unit, color scheme, vehicles, etc. to increase the aesthetic value only and is not factual. These features/amenities are not agreed to be developed or provided by the Promoter to the Allottee. The Brocher/Master plan/Building Plan is the tentative projection. There will be variations depending on the practical and technical problems or if so desired by the promoter and therefore the project shall not be the same as in the brochure/masterplan/building plan. The Promoter shall not be liable for such variations nor shall the Allottee question the same.

- Z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the (Apartment) and the covered/ stack/ mechanized parking spaces (if applicable)

AA. The Parties relying on the confirmations, declarations, 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;

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

1. The Parties hereby agree and confirm that what is stated in the recitals hereinabove shall be deemed to form an integral part of this Agreement, as if the same are repeated herein verbatim.
2. The Society/Promoter shall construct the said building known as "SHREE" consisting of STILT + NINE Upper Floors on the project land in accordance with the plans, designs and specification as approved by the concerned local authority from time to time. The Society/Promoter hereby informs that the said number of upper floors may increase as

the plans get sanctioned from time to time and the Allottee/Purchaser shall not object to the same.

3. The Allottee/Purchaser hereby agrees to purchase from the Society/Promoter and the Society/Promoter hereby agrees to sell to the Allottee/Purchaser said Apartment No \_\_\_\_\_ of carpet area admeasuring \_\_\_\_\_ sq. meters as per section 2(k) of RERA on \_\_\_\_\_ floor in the building as shown in red color hatched in the Floor plan annexed hereto at 'Annexure – G' for the consideration of Rs. \_\_\_\_\_/- being the proportionate price of the common area and facilities appurtenant to the premises, the premises, the nature, extent and description of the common areas and facilities. The Allottee/Purchaser further hereby agrees to purchase from the Society/Promoter and the Society/Promoter hereby agrees to sell to the Allottee/Purchaser covered/ stack/ mechanized parking spaces bearing Nos \_\_\_\_\_ situated at \_\_\_\_\_ ground/stilt and /or \_\_\_\_\_ pit/podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_ /- aggregating to total sale consideration of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only).

Alongwith the said carpet area of the Apartment the Promoter has provided \_\_\_\_\_ sq. mtrs. carpet area balcony space to the Allottee/s/Purchaser/s and shown

4. The Purchaser shall pay the aforesaid consideration price mentioned in clause 3 hereinabove to the Society/Promoter in the following manner as under:-

a) By payment of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) Only paid as earnest money.

b) By making the following part payments towards the balance of the purchase price, which part payments shall be made in the manner and by the installments specified below:

<b>Sr. No.</b>	<b>Particulars</b>	<b>Percentage (%)</b>	<b>Amount (INR)</b>
1	On allotment of flat	%	
2	On signing of agreement or 1month from date of Allotment whichever is earlier	%	
3	On Podium 1/On or before _____	%	
4	On Podium 2/On or before _____	%	
5	On 1 <sup>st</sup> slab/On or before _____	%	
6	On 3 <sup>rd</sup> slab/On or before	%	
7	On 5 <sup>th</sup> Slab/On or before	%	
8	On 7 <sup>th</sup> slab/On or before _____	%	
9	On 9 <sup>th</sup> slab/On or before _____	%	
10	Overhead Tank and Lift Room	%	
11	Plaster work	%	
12	Tiling	%	
13	Lift	%	
	Total	100%	

4(b) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and all levies, duties and cesses or any other taxes, indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Flat/ Shop and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including service tax, GST and all other indirect and direct taxes,

duties and impositions fines, interest & penalty on impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies(including any increase thereof) on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

4(c) In accordance with the provisions of Income Tax Act the Allottee/s/ Purchaser/s is/are under obligation to deduct Tax Deducted at Source ("TDS") of 1% (being the present prevailing rate) of the consideration amount and the Purchaser/s shall deduct 1% at the time of payment of each installment and pay the same to the Government Treasury and within Fifteen (15) days from the due date of furnishing challan obtain and furnish the required Certificate in the prescribed Form 16B or any other Form as prescribed by the Income Tax Act 1961 to the Society/Promoters. The Credit for the TDS amount deposited by the Allottee/s/ Purchaser/s will be given to the Allottee only upon receipt of the Original TDS Certificate and the amount mentioned therein matches with the amount appearing in the Income Tax Department. In the event the Purchaser/s fails to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/s/ Purchaser/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 Society/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 Sellers/ Promoters such omission on the part of unit Purchase shall be construed as breach of this agreement.

4(d) Without prejudice to the right of the Sellers/Promoters' rights, to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum with monthly interest or such interest applicable in accordance with the RERA rules prevailing at the relevant time, whichever is higher, on all the amounts which become due and

payable by the Allottee to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the promoter. The amount of interest may be informed to the Allottee from time to time or on completion of the said project/said premises, and the Allottee has agreed to pay the same as and when demanded before the possession of the said Apartment.

4(e) The sale consideration is escalation-free, save and except escalations/increases, due to increase on account of charges/fees/ duties/premium/Municipal taxes by whatever name called 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 whether prospectively or retro-prospectively. The Society/Promoter undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc. The Society/Promoter shall enclose the said notification/ order /rule/regulation published/bills/ payment note/ any other documents issued/handed over in that behalf to that effect along with the demand letter being issued to the Allottee/Purchaser, which shall be payable in subsequent payments after the issue of such demand.

4(f) The Society/Promoter informs to the Purchaser that the above consideration mentioned in para 4(a) doesn't includes Land Under Construction (**LUC**) charges and Allottee/Purchaser herein undertakes to pay to the Society/Promoter, on or before the date of offer of possession, the (**LUC**) charges for the period of start of construction till the date of offer of possession. The Allottee/Purchaser apart from total consideration amount the Allottee/Purchaser shall pay LUC charges as and when bills issued by Authority on proportionate basis. The Allottee/Purchaser agrees and confirms that if the amount of LUC charges increases more then what is mentioned herein then the same shall be paid before taking possession of the flat by the Allottee/Purchaser.

4(g) The Society/Promoter shall confirm the final carpet area that has been allotted to the Allottee/Purchaser 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 percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Society/Promoter. If there is any reduction in the carpet area within the defined limit then Society/Promoter shall refund the excess money paid by Allottee/Purchaser within forty-five days to the Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Society/Promoter shall demand additional amount from the Allottee/Purchaser and it shall be payable 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 3 of this Agreement.

4(h) The Allottee/Purchaser authorizes the Society/Promoter 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 Society/Promoter may in its sole discretion deem fit and the Allottee/Purchaser undertakes not to object/demand/direct the Society/Promoter to adjust his/her/their payment in any manner.

5(a) The Society/Promoter hereby agrees to observe, perform and comply with all the terms, condition, 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/Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

5(b) Time is essence for the Society/Promoter as well as the Allottee/Purchaser. The Society/Promoter shall abide by the time schedule for completing the project and handing over the premises to the Allottee/Purchaser and the common areas to the association of the Allottee/Purchasers after receiving the occupancy certificate & Building completion certificate. Similarly, the Allottee/Purchaser shall make timely

payments of the instalment and other dues payable by him/her and meeting the other obligation under the Agreement subject to the simultaneous completion of construction by the Society/Promoter as provided in clause 4 (a) herein above. ("Payment Plan").

5(c) The Allottee/Purchaser committing default in payment on due date of any amount due and payable by the Allottee/Purchaser to the Society/Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings then the Society/Promoter shall at its own option, may ask for interest as per clause 4(d) or can terminate this Agreement after giving notice of 15 days' in writing to the Allottee/Purchaser, by Registered Post AD or Speed Post at the address provide by the Allottee/Purchaser or mail at the e-mail address provided by the Allottee/Purchaser hereinunder, of his intention to terminate this Agreement and of the specify breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and the Allottee/Purchaser is irrevocable consent for the same. Upon receipt of refund by way of cheque by registered post /courier at the address given by you, whether the said cheque has/have been accepted /encashed by you or not, will be considered as acceptance of the refund made by us to you and the liability in terms of the said refund shall come to an end forthwith. If the Allottee/Purchaser fails to rectify the breach or breaches mentioned by the Society/Promoter within the period of notice then at the end of such notice period, Society/Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the consequences hereinafter set out shall follow:

- a) The Purchaser shall cease to have any right or interest in the said Apartment/Flat or any part thereof;
- b) The Society/Promoter shall be entitled to sell the said Apartment/Flat at such price and on the terms and conditions to such other person or party as the Society/Promoter may in their absolute discretion deem fit;
- c) The Society/Promoter shall refund to the Purchaser the amount till then paid by the Purchaser to the Society/Promoter towards

purchase price after deducting therefrom: 10% of the purchase price of the said Apartment/Flat (which will stand forfeited by the Society/Promoter as liquidated damages) and shall be entitled to deduct following amounts:-

- i. Deduct GST and/or any other indirect taxes / amount due and payable by the Purchaser/s and/or paid by the Society/Promoter in respect of the said Apartment/Flat;
- ii. The taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Apartment/Flat upto the date of termination of this Agreement;
- iii. The amount of interest payable by the Purchaser/s to the Society/Promoter 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 of the said Apartment/Flat being less than the purchase price mentioned herein, the amount of such deficit.
- v. Amount of Brokerage paid on this transaction by the Society/Promoter
- vi. If the Purchaser had opted for subvention scheme, the total amount PRE-EMI interest paid and/or payable by the Society/Promoter to the lending Bank/Financial Institution.
- vii. If the Purchaser has availed loans (including subvention scheme), then all amounts disbursed by the lending Bank/Financial Institution to the Society/Promoter, which shall be refunded by the Society/Promoter to such lending Bank/Financial Institution or as deemed fit to the Society/Promoter.
- viii. It is further clarified that any profit arising from sale of the said Premises to the new Purchaser shall be of the Builder and purchaser shall have no claim against the same.

d) The amount of earnest money received from the Purchaser after deducting the amounts as set out in (i) to (vii) above is hereinafter referred to as "**Refund Amount**".

e) The Purchaser shall within 15 days from the date of receipt of confirmation of termination/cancellation request from the Society/Promoter shall execute Deed of Cancellation of Agreement of Sale and register the same by attending to the office of Sub registrar of Assurance to admit execution thereof. The Purchaser hereby further agrees that in case Purchaser will not be available or any dispute arises or any other reason he/she/they unable to attend the office of Sub registrar of Assurance to admit execution of Deed of Cancellation within stipulate time period then Purchaser hereby authorize Society/Promoter to execute the said Deed of Cancellation unilaterally and he/she/they shall not raise any objection for the same.

5(d) If the Purchaser does any act, deed or thing or cause to be done by any party known to him/her/they or behave inappropriately or correspond or communicate in any manner affect or prejudice or defame the Building/Project/Larger Property or the Society/Promoter or its representatives. In the event Society/Promoter shall without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement.

5(e) In the event of the construction of the wing or floor of the building in which the flat is located has been stopped for a period of more than one year due to applicable law, the Society/Promoter shall have the option to terminate this Agreement.

6.(i) The Society/Promoter shall give possession of the Apartment to the Allottee/Purchaser on or before \_\_\_\_\_ (hereinafter known as "**Possession Date**").

6(ii) The possession of the captioned Flat/Shop will be given on or about subject to your having paid the entire amount and other incidental charges. The Society/Promoter shall be entitled to reasonable

extension of time for offering possession of the said Flat to you, if the completion of the said Building is delayed on account of;

(i) War, Civil Commotion or act of God affecting the regular development of the Real Estate Project;

(ii) Any force majeure events;

(iii) Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;

(iv) Any stay order / injunction order issued by any Court of Law, competent authority, M.C.G.M, statutory authority;

(v) Any other circumstances that may be deemed reasonable by the Authority.

(vi) Any delay in procurement/grant of any permission, certificate, Occupation Certificate consent and/or sanction from the concerned authority;

6(iii) If the Society/Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Flat] to the Allottee/Purchaser as per clause 6(i) expects for reason mentioned in clause 6(ii), then the Society/Promoter agrees to pay to the Allottee/Purchaser, who does not intend to withdraw from the project, interest as at rate as mentioned in clause 4(d) hereinabove, on all the amounts paid by the Allottee/Purchaser, for every month of delay, till the handing over of the possession.

7.a) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lift with particular brand, or price range (if underhanded) to be provide by the Society/Promoter in the said building and the Apartment. The Society/Promoter has obtained

various NOC's for internal and external development from various authorities.

- b) It is made clear by the Society/Promoter that the quality, color, shape, make and design of the materials used for providing amenities in the apartment/wing/ Flat/Unit may be differ from wing to wing and/or building to building in the said building and it is not binding on the Society/Promoter to use the same quality, color, shape, make and design of the materials in the entire housing project.
- c) The Allottee/Purchaser agrees and acknowledges that the sample flat constructed by the Society/Promoter and all furniture, items, electronic goods, amenities etc., provided thereon are only for the purpose of show casing the Apartment/Flat/Unit and the Society/Promoter is not liable/required to provide any furniture, items, electronic goods, amenities, etc., as displayed in the said sample Flat/Unit, other than as expressly agreed by the Society/Promoter under this Agreement.

8(i) The Society/Promoter, upon obtaining the occupancy certificate from the competent authority and receipt of full payment by the Allottee / Purchaser as per the agreement, the Society/Promoter shall offer in writing the possession of the Apartment to the Allottee / Purchaser in terms of this Agreement to be taken within three months from the date of issue of such notice and the Society/Promoter shall give possession of the Apartment to the Allottee / Purchaser after giving written permission. The Allottee / Purchaser agree(s) to pay the maintenance charges as determined by the Society/Promoter or association of Allottee / Purchasers, as the case may be.

8(ii) The Allottee / Purchaser shall take possession of the Apartment within 15 days of the written notice from the Society/Promoter to the Allottee / Purchaser intimating that the said Apartment are ready for use and occupancy:

8(iii) The Allottee hereby agrees to pay his proportionate share in the maintenance charges for gardens, lobbies, stair case, elevators, fire

escapes, main entrance and exists of the building, common parking areas, fitness center, installation of central services such as power light, air conditioning, society office and all other common amenities and facilities in the project. It is clarified that the Allottee and upon possession of the said Apartment shall be admitted new member/s under the said existing society i.e. **TITIRSHA CO-OPERATIVE HOUSING SOCIETY LIMITED**, and thereafter applicable maintenance charges shall be borne and paid by the Allottee/s and **TITIRSHA CO-OPERATIVE HOUSING SOCIETY LIMITED** as and when required for the upkeepment of the services.

8(iv) Failure of Allottee / Purchaser to take Possession of Apartment/upon receiving a written intimation from Society/Promoter as per clause 8(i) & (ii), such Allottee / Purchaser shall continue to be liable to pay maintenance charges as applicable.

8(v) If within a period of five years from the date of handing over the Apartment to the Allottee / Purchaser. The Allottee / Purchaser brings to the notice of the Society/Promoter any structural defect in the Apartment or the building in which the Apartment are situated, wherever possible such defects shall be rectified by the Society/Promoter at its/their own cost and in case it is not possible to rectify such defects, then the Allottee / Purchaser shall be entitled to receive from the Society/Promoter, compensation for defect which shall be paid as per architect estimation of cost to rectify such defect. If the Allottee / Purchaser makes any addition or alteration without approval from the Society/Promoter or which is against the provisions of law then in that case the Society/Promoter shall not liable for any defect liability even after or prior to the period mentioned herein.

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

9. Subject to the provisions of this Agreement, the Sellers / Promoters shall be entitled to sell, assign, transfer or otherwise deal with their rights and interest in the said property or in building/s to be constructed thereon. Provided that in such event, the Allottee/s/Purchaser/s herein and/or Assign/s of the Sellers / Promoters, shall continue to be bound in all respects by the terms and conditions set out in this Agreement.
10. 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/Purchaser/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.
11. Wherever in this Agreement it is stipulated that the Allottee/s/Purchaser/s has to make any payment, in common with other Allottee/s/Purchaser/(s) in Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the said Apartments in the Project.
12. That in case there are Joint Allottee/s/Purchaser/s all communications shall be sent by the Sellers / Promoters to the Allottee/s/Purchaser/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/Purchaser/s.
13. The Purchaser undertakes to pay a sum of Rs.\_\_\_\_\_ as an advance for 12 months towards maintenance charges from the month Builders start giving possession of flats in the said Project irrespective of the Purchaser taking possession then or later. If there is any increase in the taxes or any charges levied by the government then the same shall be paid by the purchaser over any above the advance maintenance. Such charges are additional and over and above the total cost of the said flat as mentioned above. Also, the Purchaser shall be liable to pay GST on such maintenance charges.

14. The Allottee / Purchaser shall on or before delivery of possession of the said premises keep deposited with the Society/Promoter, the Society/Promoter, the following amount: -

- (a) Rs. \_\_\_\_\_ for share money for the Society.
- (b) Rs. \_\_\_\_\_ For Municipal taxes for 12 months @ Rs.\_\_\_\_/- per sq. ft Carpet Area. Out of the said amount the Society/Promoter shall utilize the amount till handover of the society and if there is any balance of amount left or if Society/Promoter demands the extra amount duly spend then Allottee / Purchaser is liable for the payment.

15. The Allottee / Purchaser shall on or before delivery of possession of the said premises will pay to the Society/Promoter, the Society/Promoter, which will be adjusted against the charges incurred for the Allottee / Purchaser share following are the charges: -

- (a) Rs. \_\_\_\_\_ for Electric Meter Charges
- (b) Rs. \_\_\_\_\_ for Water Meter Charges
- (c) Rs. \_\_\_\_\_ for Fitness Center & Swimming Pool Charges
- (d) Rs. \_\_\_\_\_ for Development Charges @ Rs.\_\_\_\_/- per sq. ft Carpet Area.

16. The Society/Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

17. The Society/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

18. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

19. The Society/Promoter have not dealt with or created encumbrances of any nature whatsoever into or upon the said Premises and that the said premises/apartment is free from all encumbrances, claims and demands.

20. 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;

19. All approvals, licenses and permits issued by the MCGM or any other 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 MCGM or any other competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Society/Promoter has been and shall, at all time, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

20. The Society/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee / Purchaser created herein, may prejudicially be affected;

21. The Society/Promoter has not entered into any Agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Apartment/ which will, in any manner, affect the rights of Allottee / Purchaser under this Agreement;

21. The Society/Promoter confirms that the Society/Promoter is not restricted in any manner whatsoever from selling the said Apartment/ to the Allottee / Purchaser in the manner contemplated in this Agreement;

22. So long as the area of the said Apartment/Flat (agreed to be acquired by the Allottee / Purchasers from the Builder) is not altered and the

amenities set out hereto are not altered, the Builder shall be at liberty (and is hereby permitted) to make variations in the layout elevation of the property and/or vary the location of the access of the said building/s, as the exigencies of the situation and the circumstances of the case may require. The Allottee / Purchasers expressly hereby consents to all such variations.

22. At the time of execution of the conveyance deed of the structure to the association of Allottee / Purchasers the Society/Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee / Purchasers;
23. The Society/Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the registration of the Society or Association or Limited Company;
24. 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 Society/Promoter in respect of the project land and/or the Project except those disclosed in the title report.
25. The Allottee / Purchasers/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Society/Promoter as follows:-
  - i) To maintain the Apartment at the Allottee / Purchaser'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, regulation 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 / Purchaser in this behalf, the Allottee / Purchaser shall be liable for the consequences of the breach.
- iii) To carry out at his 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 Society/Promoter to the Allottee / Purchaser 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 / Purchaser committing any act in contravention of the above provision, the Allottee / Purchaser 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 prior written permission of the Society/Promoter and/or the Society or the Limited Company. In case the Allottee / Purchaser doesn't follow the rule then the Allottee / Purchaser shall alone be liable for any cost and expenses for repairing the same and Society/Promoter shall not be liable for any defect liability.

- 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. The Allottee / Purchaser shall separate dry and wet garbage generated from household and after formation of the society building the same wet and dry garbage system shall be maintained in the society.
- vii) The Allottee / Purchaser shall cooperate with the members of the society for the parking space in the mechanical and the stacked parking and the Society/Promoter shall not be liable for any issue regarding parking space once the society is formed. The promoter hereby agrees and confirm that he/she shall not held M.C.G.M / Society/Promoter liable or make complaint to M.C.G.M. for failure of mechanical parking system/car lift in future and nor for inadequate maneuvering space of car parking
- viii) Pay to the Society/Promoter within fifteen days of demand by the Society/Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

- ix) To bear and pay increase in local taxes, water charges, insurance and such other levels, 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 / Purchaser for any purposes other than for the purpose for which it is sold.
- x) The Allottee / Purchaser 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 / Purchaser to the Society/Promoter under this Agreement are fully paid up.
- xi) The Allottee / Purchaser 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 said building and the Apartment 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 / Purchaser shall also observe and perform all stipulations and conditions laid down by the Society or the Limited Company or Apex Body or Federation 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.
- xii) Till the conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the shall permit the Society/Promoter 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 Purchaser shall sign and execute all documents, forms, applications, writings, affidavits, etc. as may be required by the Society/Promoter for effectually carrying out intention of the parties

including to enable the Society/Promoter to complete the project as contemplated under these presents.

xiv) The Purchaser, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules 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 Company with such permission, approvals which would enable the Society/Promoter to fulfill 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 FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA as amended from time to time. The Society/Promoter accepts no responsibility / liability in this regard. The Purchaser shall keep the Society/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Society/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Society/Promoter shall not be responsible towards any third party making payment / remittances on behalf of any Purchaser and such third party shall not have any right in the application / allotment of the said Unit applied for herein in any way and the Society/Promoter shall be issuing the payment receipts in favour of the Purchaser only

26. The Society/Promoter shall maintain a separate account in respect of sums received by the Society/Promoter from the Allottee / Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or

towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

27. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Plot and building or any part thereof. The Allottee / Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all the open spaces, parking spaces, lobbies, staircase, terraces recreation spaces, benefits of future FSI claimed in clause 19(v) will remain the property of the Society/Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned. The Allottee / Purchaser has knowledge that the said building in which flat is constructed has deficient open space and hereby agrees and confirms that they shall not hold M.C.G.M / Society/Promoter liable for the same in future and nor they will object for neighborhood development with deficient open space in future.
28. After the Society/Promoter executes this Agreement Society/Promoter shall not mortgage or create a charge on the Apartment/Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee / Purchaser who has taken or agreed to take such Apartment/.
29. Forwarding this Agreement to the Allottee / Purchaser by the Society/Promoter does not create a binding obligation on the part of the Society/Promoter or the Allottee / Purchaser until, firstly, the Allottee / Purchaser 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 / Purchaser and secondly, appears for registration of the same before the receipt by the Allottee / Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Society/Promoter. If the Allottee / Purchaser(s) fails to execute and

deliver to the Society/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee / Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Society/Promoter, then the Society/Promoter shall serve a notice to the Allottee / Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee / Purchaser, application of the Allottee / Purchaser shall be treated as cancelled and all sums deposited by the Allottee / Purchaser in connection therewith including the booking amount shall be returned to the Allottee / Purchaser without any interest or compensation whatsoever.

30. 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//building, as the case may be.
31. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee / Purchasers of the (Apartment/), in case of a transfer, as the said obligations go along with the (Apartment/) for all intents and purposes.
32. 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.

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

34. 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.

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

36. The Allottee / Purchaser and/or Society/Promoter 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 Society/Promoter will attend such office and admit execution thereof at the cost and consequence of society or purchaser etc.

37. That all notices to be served on the Allottee / Purchaser and the Society/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee / Purchaser or the Society/Promoter by Registered Post A.D and It shall be the duty of the Allottee / Purchaser and the Society/Promoter to inform each other of

any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Society/Promoter or the Allottee / Purchaser, as the case may be.

38. The charges towards stamp duty and registration or other miscellaneous expenses of this Agreement shall be borne by the Allottee / Purchaser.

39. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through Arbitration as per the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of Arbitration shall be Mumbai.

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

41. 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 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.

**::FIRST SCHEDULE ABOVE REFERRED TO::**

**ALL THAT** piece and parcel of land situated admeasuring area 450 sq.yards (equivalent to 376.8 sq.mtrs.), situated at Chakala Road, Andheri (East), Mumbai - 400099, bearing Plot No. 12, Survey No. 102, Hissa No. 10 & 15 (parts), bearing C.T.S. No. 146/61 of Village – Chakala, Taluka – Andheri, in the registration district and sub-district of Mumbai Sub-urban District, within the limitation of Mumbai Municipal Corporation.

On the East: By Open plot.

On the West: By Plot No. 11.

On the South: By Plot no. 10.

On the North: By Road.

**::SECOND SCHEDULE ABOVE REFERRED TO::**

Apartment bearing no. \_\_\_\_\_ on \_\_\_\_\_ Floor, admeasuring \_\_\_\_\_ sq. mtrs. Carpet area alongwith \_\_\_\_\_ covered/ stack/ mechanized parking spaces in the building to be constructed on FP. No. 695A-695B of TPS III Borivali Village Borivali, Borivali west, Mumbai 400092.

**LIST OF AMENITIES**

- External Synthetic Resin in texture finish with Acrylic paint.
- Decorative Entrance Lobby
- Well decorated P.O.P. Ceilings along with P.L. Lights.
- Heavy Section Aluminum Powder Coated Sliding Windows with Marble Frame Tinted Glasses.
- Vitrified flooring in entire flat.
- Colour Glazed Tiles in Toilet
- Concealed electrical fittings with copper wiring along with Modular Switches.
- Single speed Elevators.
- Plastic/O.B.D. paint in entire flat.
- Good I.S.I. quality C.P. fittings.

- Dual push flush valves for commode.
- Service platform with Granite stone, top and S.S. Sink.

Solid core door for main doors with brass fitting and single level locks.

**Common areas and facilities:**

- (a) Entrance lobby of the respective building/s or wing/s in which the unit is located.
- (b) Compound of the building/s or wing/s i.e. the open areas appurtenant to the built-up area of the building/s; but excluding the open car parking spaces in the compound allotted/to be allotted to the respective purchaser and garages if permitted and constructed.
- (c) Staircase/s, lifts and lift well/s of the building/s or wing/s including main landing, for the purpose of ingress and egress but not for the purpose of storing or for recreation or for sleeping.
- (d) Terrace, if any, above the top floor of the building for being used as an open terrace by the Purchasers but not for putting up any construction or for any objectionable user.
- (e) Common Passage.
- (f) Over head and suction water storage tanks.
- (g) Electric Meter Cabin.
- (h) Access to the building.
- (i) Lift for ingress and egress for the Unit purchasers, their family members, guests, visitors and servants and for the staff employed or contracted by the Builder and the transferees or assignees of any rights to or in respect of parapet walls.
- (j) Any other common area which is expressly intended to devolve upon the purchasers of units by virtue of this and similar Agreements and which is not expressly reserved or retained by the Builder unto itself or sold to the purchaser of a particular unit/s.

**Limited common areas and facilities:**

- (i) Landing area in front of the staircase on the floor on which the particular flat/shop/office is located, as a means of access but not for the purpose of storing or as a recreation area or for sleeping.
- (ii) The landing is limited for the use of the buyers of the flat/shop/office located on that particular floor and for visitors thereof, but is subject to means of access for reaching the other floors, available to all purchasers of units on other floors and visitors to such units.
- (iii) The terrace/s space/s in front of or adjacent to any flat or shop/office in the said building/s, if any, shall belong exclusively to the respective purchaser of such unit and such terrace space/s are intended for the exclusive use of the respective purchasers.
- (iv) Parking Space is meant only for the particular purchaser who have purchased the same as per RERA provisions and to whom it is allotted.
- (v) Top terrace except for visiting overhead and storage Tanks and installing.

Advertising hoardings on Terrace and/or parapet walls.

SIGNED SEALED & DELIVERED

)



by the within-named the "**THE SOCIETY**"

)

**TITIRSHA CO-OPERATIVE HOUSING SOCIETY LIMITED**

)

through its authorized signatories

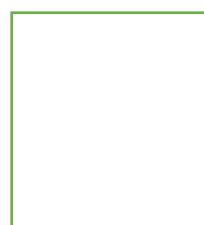
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MR. \_\_\_\_\_

)

(Secretary/Chairman/Treasurer)

)



SIGNED AND DELIVERED BY THE WITHINNAMED

Allottee / Purchaser: (including joint buyers)

Shri/Smt./Kum./Messers )

(1)..... )

(2)..... )

(3)..... )

RECEIVED of and from the withinnamed)  
Purchaser/s the sum of Rs.\_\_\_\_\_/- )

(Rupees\_\_\_\_\_ )

only)

As and by way of earnest money to be )

Paid by him/her/them to us by cash/ )

Cheque No\_\_\_\_\_ dated\_\_\_\_\_ )

Drawn on \_\_\_\_\_ )

As within mentioned ..... ) Rs.\_\_\_\_\_/-

**WE SAY RECEIVED**

**For TITIRSHA CO-OPERATIVE HOUSING SOCIETY LIMITED.,**

**CHAIRMAN/SECRETARY**

WITNESSES

1.

2.