

## **AGREEMENT FOR SALE**

THIS **AGREEMENT FOR SALE** is entered and executed into at Mumbai on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Between

**CEMENTERS DEVELOPERS.**, a firm registered under the Indian Partnership Firm and having its registered office Address at C-4, Ground Floor, Parijat Towers, Saki Vihar Rd Kurla West Mumbai 400072, through its Partner **MR. AMBAR DHIRUBHAI CHANCHAD**, hereinafter referred to as **“THE PROMOTER”** (which expression shall unless repugnant to the context or meaning thereof mean and include the Partner or Partners for the time being of the Firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving Partner and their assigns) of the **ONE PART**

And

**MR/MRS/Ms./M/s** \_\_\_\_\_, aged \_\_\_\_ years, Adult, Indian Inhabitant, Aadhaar Card No. \_\_\_\_\_ having his/her/their permanent address at \_\_\_\_\_, hereinafter called as the **“Purchaser/s”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and assigns/the members for the time being of the said Hindu Undivided Family and the respective heirs, executors, administrators and assigns of such last survivor/its successors and assigns) of the Other Part.

### **WHEREAS:-**

- a) Prior to 30<sup>th</sup> October, 1974, Achyutkumar Shantilal Inamdar & Others were inter alia absolutely entitled to Plot of land bearing Plot No. “E” forming part of Survey No.26, Hissa No. 1 Part and Survey No.46, Hissa No.5 Part, situated at village Valnai, Taluka Borivali. Thereafter on 30<sup>th</sup>October, 1974, M/s Sanghvi Builders a registered partnership firm constituted of (1) Jayant Mohanlal Sanghavi, (2) Kiran Rasiklal Sanghavi, (3) Dipak Harkishandas Sanghavi (4)

Indira Rasiklal Sanghavi and (5) Kalpana Arvind Gunderia purchased all that piece and parcel of land from Achyutkumar Shantilal Inamdar vide Registered Conveyance Deed dated 30<sup>th</sup> October, 1974 vide Reg. No. BOM/B/1741/1/74 of 1974 and more particularly described hereinbelow.

- b) AND WHEREAS by a Deed of Partnership dated 16<sup>th</sup> November, 1978, Dipak Harkishandas Sanghavi, partner of erstwhile firm M/s Sanghvi Builders agreed to introduce as capital the said Plot of Land bearing Plot No. E/2 hereunder written as Stock-in Trade towards the business of the erstwhile partnership firm and since then the property described hereunder written vested absolutely in the said partnership firm.
- c) AND WHEREAS vide an Agreement and subsequent Power of Attorney executed between Mr. Deepak Harkishandas Sanghvi, partner of M/s Sanghvi Builders and Messrs Samraat Builders agreed to develop all that piece and parcel of land on the said plot as enumerated below. Messrs Samraat Builders has after obtaining the possession from Mr. Deepak Harkishandas Sanghvi and in accordance with the plans and specifications approved and sanctioned by the Municipal Corporation of Greater Bombay, constructed a Four storied building known as “**Sindhu Apartment**” consisting of ground and four upper floors containing 11 nos. of residential flats and also obtained the Occupation Certificate bearing No. CE/3136/BSII/AP dated 10<sup>th</sup> November, 1983.
- d) Accordingly, M/s Samraat Builders has constructed the building known as “**SINDHU APARTMENT CHS LIMITED**” (hereinafter referred to as “Existing Building”) comprising of ground plus 4 upper floors having a total of 11 flats on the said Plot and have sold all the flats on ownership basis by executing 11 separate identical Agreements to Sell as prescribed under the Maharashtra Ownership Flats Act, 1963 (hereinafter referred to as MOFA). The owners of the 11 flats of the said Existing Building have formed a co-operative housing society being the Society herein and it is duly registered under the provisions of the Maharashtra Co-operative Housing Societies Act, 1960 and bearing Registration No. BOM/WP/P-HSG(TC)/1034/1984-1985 dated 17<sup>th</sup> January 1991. The said Society along with the building, fixtures and structures is known as **SINDHU APARTMENT CO-OPERATIVE HOUSING SOCIETY LIMITED**.
- e) Thereafter Mr. Dipak Harkishandas Sanghvi along with Messrs. Samraat Builders agreed to convey, transfer and assign absolutely to and in favour of the Society the sub divided plot of land No. E/2

of Plot No. E of Inamdar layout together with the building standing thereon admeasuring 382.5 sq. mtrs. The members of the Society have in their Extraordinary/ Special General Body Meeting dated 28<sup>th</sup> July, 2012 resolved to execute a Deed of Conveyance with Mr. Dipak Harkishandas Sanghvi along with Messrs. Samraat Builders. Accordingly on 29<sup>th</sup> April, 2013, the Society executed the Deed of Conveyance with Mr. Dipak Harkishandas Sanghvi along with Messrs. Samraat Builders and registered the same with the Sub-Registrar, Borivali No.5 and bearing No. BRL-5/3698/99/2013 which included all the properties including land and factor. The Society vide the Conveyance Deed dated 29<sup>th</sup> April, 2013 became the absolute owner of all the properties otherwise well and sufficiently entitled to as below and as Schedule hereunder written:-

***ALL that pieces or parcels of land bearing Survey No.26, Hissa No.1 Part and Survey No.46, Hissa No.5 Part, now bearing Plot No. "E" total admeasuring 10,915.25 sq yards (equivalent to 9,126.66 sq mtrs) of Village Valnai, Taluka Borivali, within Registration Sub-District of Mumbai Suburban situated at Linking Road, off MaladMarve Road, Malad (West), Mumbai 400064.***

***ALL that piece and parcel of land adms. 382.5 sq.mtrs. being sub-plot No. E/2 of and being part of original plot of land and bearing plot No. E of Ingmar layout and bearing CTS No. 307/136 of Village Vilna, Toluca Borealis together with the building and structure standing thereon (all constructed in or about 1982) admeasuring 382.5 sq. mars., situated at Linking Road, Off MaladMarve Road, Malad West, Mumbai 400064 within Registration Sub-District and District of Mumbai City and Mumbai Suburban within Greater Mumbai hereinafter called and referred to as "the said Property".***

- f) The Society is well seized and possessed of or otherwise well and sufficiently entitled to the said Property more particularly described in the Schedule hereunder written.
- g) In view of the guidelines prescribed by the Government of Maharashtra dated 3<sup>rd</sup> January, 2009 in the matter of redevelopment, the Society thereafter invited offers from various developers and received several offers from various Builders and Developers.

- h) By and under the Development Agreement dated **13<sup>th</sup> May 2022**, executed and entered into between the Society of the First Part i.e. **Sindhu Apartment Co-operative Housing Society Limited**, the Promoters hereinafter referred to as “the Developers”) and the Members of the Third Part i.e. **the existing Original Members of the Society**, whereby the said Society with the consent and confirmation of the existing Tenants of the Society has entrusted the development rights to the Developers herein, in respect of the said property more particularly described hereinabove and also permitted and allowed the Developers to undertake the redevelopment of the said property and to reconstruct the new building after demolition of the existing old building on the said property by using and consuming the FSI by the Developers at their own costs and also to utilize the benefits of fungible compensatory FSI available free of charge for rehab component and on payment of premium for sale component. As such, maximum FSI for the proposed construction of the multi storied building on the said property in accordance with the prevailing Development Control Regulations for Greater Mumbai, 1991 as amended till date and on implementation of new DCR 2034 or further modification thereof and to accommodate 11 flat/unit holders/members of the said Society in the new flats in the proposed new building and to sell the remaining constructed area by way of flats/units etc in the open marked to the prospective buyers at their own discretion, upon the terms and conditions as mutually agreed upon, confirmed and as recorded therein which is duly registered under Serial No. (DA Agreement) BRL9.8162/2022 with the Joint Sub-Registrar of Assurances, Borivali No. 9 on 13<sup>th</sup> May 2022 and to this effect concerning Registering Authority has also issued Index – II thereof;
- i) In pursuance thereof, the said Society has also executed Irrevocable General Power of Attorney dated 13<sup>th</sup> May 2022 in favour of the Developers herein, in order to obtain various permissions and sanctions from M.C.G.M and other concerned authorities and also for the redevelopment of the said property, which is also duly registered under Serial No. (DA Agreement) BRL9.8162/2022 with the Joint Sub-Registrar of Assurances, Borivali No. 9 on 13<sup>th</sup> May 2022.
- j) Pursuant to the said Redevelopment Agreement, the said Society has put the Promoter into vacant possession of the said property for the purpose of redevelopment of the said property. The Plot being in the TDR receiving zone, the redevelopment thereof can be undertaken

by utilizing the available/unutilized originating FSI, the FSI credit by way of TDR, the FSI granted by the Government/Local Bodies/authorities by payment of the premium/compensation and all other development potential of the Plot and in addition thereto to utilize the fungible FSI and FSI granted for staircase lift landing lobby balcony FSI etc in the construction of such new building. In the circumstances, the Promoter herein became entitled to redevelop the said property to the fullest extent possible as also use TDR of other property for construction on the said land to the extent permissible under the building rules and regulations subject to the terms and conditions under the said Redevelopment Agreement;

- k) The said old existing building standing thereon was constructed in the year 1980 and was occupied by the Original Members of the Society. Over the years the same has been in a dilapidated and precarious conditions and required to be redeveloped/reconstructed. The said old existing building in course of redevelopment of the said property has been demolished by the Promoter and a new building/ shall be constructed in its place and the original members would be rehoused in the new flats meant to be allotted to them and the balance flats/ premises would be sold by the Promoter in the open market to the prospective purchasers;
- l) The Promoters prepared and submitted the plans specifications and designs for construction of a new residential/commercial building of stilt/Ground and 9 (Nine) upper floors (hereinafter referred to as the 'Building') as per the prevailing Development Control Regulations for Greater Mumbai, 1991 on the Plot. The same were acceptable to the Society as well;
- m) The authenticated copies of the sanctioned and approved plans of the Layout as proposed by the Promoter and according to which the construction of the building and proposed spaces is proposed to be provided for on the said project.
- n) The Municipal Corporation of Greater Mumbai ("MCGM") has approved and/or sanctioned building plans to it vide its I.O.D No. P-7476/2021/(307/136)P/N Ward/VALNAI dated 3<sup>rd</sup> August 2022 and also issued Commencement certificate dated 28<sup>th</sup> October 2022 and further at various stage Commencement certificate obtained and commenced the construction of the said Building on the said property.
- o) The Promoter propose to construct the said Building on the said property as per the plans approved/sanctioned under the aforesaid permission/I.O.D and as per the specifications, elevations,

sanctions and details thereof with certain modifications and or alterations therein that may be approved by BMC;

- p) The Promoter have entered into a standard Agreement with Miss. Tanvi Dedhia of M/s T -Designs registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The Promoters have appointed M/s Frame for the Structural Engineers for preparation of the structural designs and drawings of the building and shall accept the professional supervision of the said professionals during the course of the construction of the said new building till the completion of the said Building;
- q) As per the Development Agreement and subsequent arrangement, the Promoter is redeveloping the said property in the manner contemplated under the prevailing Development Control & Promotion Regulations, for 2034 or further modification thereof by demolishing the old existing structure i.e. the existing building known as "Sindhu Apartment Co-operative Housing Society Ltd." standing on the said property and reconstructing in its place, new multistoried building in accordance with approved building plans and specifications utilizing the basic FSI of the land, fungible FSI and full TDR that will be permitted to be utilized thereon;
- r) The Promoter approached the Original members of the said Society and requested them to co-operate with the Promoter for redevelopment of the said property to which they agreed to subject to the Promoter providing new flats in lieu of their respective old flats, as and by way of permanent alternate accommodation, in the proposed new building to be constructed on the said property after obtaining Occupation Certificate and subject to other terms and conditions as mutually agreed by the Promoter with the Original Members of the said Society. The Promoter have agreed that possession of new flats agreed to be provided and given to the Original Members of the Society would be first provided / offered by the Promoter to them and thereafter only, the Promoter can handover possession of surplus flats to any purchasers thereof;
- s) By Virtue of Development Agreement/Power of Attorney, the Promoter have sole and exclusive right to construct the said Building on the said land and redevelop the said property in accordance with the approved municipal plans and to sell and/ or allot parking slots, flats, shops/Office and other premises like terraces, etc. in the said Building that will be constructed by them and also to enter into agreements with purchaser/s of such flats /shops/Office/ parking

slots and other premises and to receive the sale proceeds in respect thereof;

- t) Vide sanctioning the plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter and on the basis of the same the Promoter has given various Undertaking and the Promoter will abide by said undertaking, while re-developing the said property and constructing the said Building and upon due observances and performance of which only, Occupation Certificate in respect of the said Building shall be granted by concerned local authority;
- u) The Promoter have now demolished the Existing Building and have accordingly commenced construction of the said Building known as **SINDHU APARTMENT CO-OPERATIVE HOUSING SOCIETY LIMITED** in accordance with the sanctioned building plans and will be entitled to make such variations or amendments thereto as the Promoters may in their absolute discretion deem fit and proper.
- v) At the request of the Purchaser, the Promoters have given inspection to the Purchaser of all the documents relating to the Plot including the sanctioned plans designs and specifications and such other documents as are specified in the Act and the Rules made there under. The Purchaser has perused the aforesaid documents and has entered into this Agreement knowing fully well and understanding the contents and the implications thereof;
- w) Prior to the execution hereof the Purchaser has satisfied himself/herself/theirself about the title of Promoters to redevelop the Plot and shall not make any further investigation of title and no requisition or objection shall be raised on any matter relating thereto. The Purchaser hereby accepts the title to the same;
- x) The photocopies of (1) the Certificate of Title in respect of the Plot issued by Mrs. Charushila Jaywant Raorane (2) the Property Register Card (3) the plan and specification of the Premises agreed to be purchased by the Purchaser are annexed hereto as **Annexure 'A' to 'C' respectively**;
- y) The Purchaser has offered to purchase from the Promoters the Flat/Office/Shop No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. ft. (RERA carpet area excluding the area covered by external walls service shafts inclusive balconies patios terraces etc. (if any) attached to the Premises) on the \_\_\_<sup>th</sup> floor of the Building more particularly described in the Second Schedule hereunder written and shown by red colour outline on the plan thereof

annexed hereto as **Annexure 'C'** (hereinafter referred to as the **Premises**). The carpet area has been calculated as per section 2(k) of the Act.

- z-1) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser Mechanical/ Surface Parking bearing Nos \_\_\_\_ situated at \_\_\_\_\_ being constructed in the layout for the consideration of Rs. \_\_\_\_\_ as is shown surrounded by Green colour boundary lines on the parking plan thereof hereto annexed and marked as **Annexures "C-1"**.
- z) Relying upon such offer, the Promoters have agreed to sell to the Purchaser the Premises for the lump sum consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and on the terms and conditions hereinafter appearing;
- aa) On or before the execution of these presents the Purchaser has paid to the Promoters a sum of Rs. \_\_\_\_\_,/- (Rupees \_\_\_\_\_ Only) as earnest money for the Premises (the payment and receipt whereof the Promoters do hereby admit and acknowledge) leaving a sum of \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) being the consideration to be paid in the manner hereinafter appearing;
- bb) The Promoter has registered the Project for redevelopment of the Property under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai No. \_\_\_\_\_. Hence under Section 13 of the Act the Promoters are required to execute a written Agreement of Sale with the Purchasers being in fact these presents and also to register this Agreement under the Registration Act, 1908.
- cc) The Promoters hereby declare that they have/shall utilize the originating Floor Space Index (FSI), the FSI credit by way of external TDR, the FSI procured by payment of premium, the Fungible FSI, the FSI by payment of premium for staircase lift landings lobbies etc. to the extent of **3.375** in respect of the Plot aggregating to **347.5** Sq. mts. Such, FSI/development potential to the extent of **1169.65** Sq. mts has been/shall be utilized in the construction of the Building on the Plot.
- dd) In the foregoing agreement the term 'Premises' shall include the residential flats tenements premises and any other premises hereby agreed to be sold and the stilt/podium car parking spaces and any other premises hereby agreed to be allotted. The term 'Purchaser' shall include purchaser of residential flats tenements premises with



additional purchase of car parking/s or purchasers of any other premises hereby agreed to be sold and shall also include the plural and feminine gender of the term 'Purchaser'.

- ee) The Promoter have given inspection to the satisfaction of the Purchaser/s of all the documents of title relating to the said property IOD, CC, plans (both sanctioned as well as tentative plans with amendments proposed to be made therein), designs and specifications of the said project and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **"The RERA ACT"**) and further amended and the Rules and Regulation made there under.
- ff) 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;

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

- 1. The Recitals contained above form an integral part of the argument as if the same were set out and incorporated in the operative deed.

**1(A).** The Promoter shall construct a new multistoried building to be called as **"CEMENTERS TAVISA"** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

**1(B).** The Purchaser/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s Flat /Shop / Office No. .... admeasuring..... sq. ft. (RERA carpet area excluding the area covered by external walls service shafts inclusive balconies patios terraces etc. (if any) attached to the Premises) on the \_\_<sup>th</sup> floor of the Building constructed on the plot of land situated at Linking Road, next to Apna Sahkari Bank, Malad West, Mumbai 400 064 within Registration Sub-District and District of Mumbai City and Mumbai Suburban within Greater Mumbai more particularly described in the Second Schedule hereunder written and shown by red colour outline on the plan thereof annexed hereto as **Annexure 'C'** (hereinafter referred to as the 'Premises') for the lumpsum consideration of Rs. \_\_\_\_\_ (Rupees

\_\_\_\_\_ only). The purchaser has paid on or before execution of this agreement a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs .....( Rupees ..... ) in the following manner :

1.	Rs. _____/-	Within 15 days of execution of this Agreement
2.	Rs. _____/-	On completion of the Plinth of the building or wing in which the said Premises is located
3.	Rs. _____/-	On completion of each slab aggregating to Rs. _____/- (Rupees _____ Only) (Total 11 Slabs) including stilt slab of the building in which the said Premises is located.
4.		On completion of the Internal and External wall of the said Premises
5.		On completion of the Flooring of the said Premises
6.		On completion of the Door and Windows of the said Premises
7.		On completion of the staircases, lift wells, lobbies (Civil Work) of the floor of the said Premises
8.		On completion of the internal plaster of said Premises
9.		On completion of the External plaster of the said Premises
10.		On completion of the External plumbing of the said Premises
11.		On completion of Lift, Water pump, Electrical Fittings etc.
12.		Balance Amount 15 days before handing over of the possession of the Premises to the Purchaser/s.

**1(C).** The consideration hereinabove stated includes proportionate price of the common areas and facilities appurtenant to the Premises, the nature extent and description of the common areas and facilities whereof are more particularly described in the Fourth Schedule annexed herewith.

**1(D).** The full consideration in respect of the Premises hereinabove stated will exclude Taxes (consisting of tax paid or payable by way of Goods and Service Tax and Cess or any other similar taxes which may be levied) in connection with the construction of the Building and/or the sale of the Premises up to the date of handing over the possession of the Premises.

**1(E).** The full consideration is escalation free save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser for increases in development charges, cost or levies imposed by the competent authorities etc., the Promoters shall enclose such notification/order rule/regulation published/issued in that behalf along with the demand letter being issued to the Purchaser which shall only be applicable on subsequent payments.

**1(F).** The Promoters have allowed a rebate for early payments of the installments payable by the Purchaser/ by discounting such early payments by which the respective installment has been preponed and/or mutually worked out between the Promoters and the Purchaser and accordingly the payments under 1(B) have been worked out by the Parties hereto.

**1(G).** The Promoters shall confirm the final carpet area that has been sold/allotted to the Purchaser after the construction of the Building is complete and the Occupation Certificate is granted by the Municipal Corporation of Greater Mumbai (hereinafter referred to as the '**MCGM**') by furnishing details of the changes, if any, in the carpet area. Provided However the carpet area of the Premises may increase/decrease to a maximum extent of 3% of the carpet area thereof as herein set out. The consideration payable for the Premises shall be recalculated upon confirmation by the Promoters. If there is any reduction/decrease in the carpet area of the Premises beyond 3% then the Promoters shall

refund the proportionate excess consideration to the Purchaser within forty five days with annual interest at the rate specified in the Rules, from the date when such excess consideration was paid by the Purchaser. If there is any increase in the carpet area of the Premises beyond 3% the Promoters shall demand additional amount from the Purchaser as per the next installment of the consideration as per clause 1(B) above. All these monetary adjustments shall be made at the same rate per square foot as agreed in Clause 1(B) of this Agreement.

1(H). The Purchaser does hereby irrevocably authorize the Promoters to adjust/appropriate all the payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Promoters may in their sole and absolute discretion deem fit. The Purchaser agrees and undertakes not to object obstruct question or challenge the Promoters adjustments/appropriations of his payments in any manner and under any circumstances whatsoever.

- 2 The Promoters have constructed a residential building of stilt/ground and 9 upper floors (hereinafter referred to as the '**Building**') in accordance with the building plans and designs approved by the concerned local authority and the specifications drawn by the Promoters. The overhead terrace on the topmost floor level shall belong to the Society. The Promoters are entitled to make such variations and modifications to such sanctioned building plans as the Promoters may deem fit or as may be required by the concerned local authority. The Promoters shall obtain the prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Premises of the Purchaser except any alteration or addition required by any Government authorities or due to change in law. The list of the amenities and specifications including the fixtures and fittings flooring sanitary fittings amenities in the Premises including the lifts to be provided by the Promoters in the Building are set out in the Third Schedule hereunder written.
- 3 The Promoters shall observe perform and comply with all the terms conditions stipulations and restrictions if any subject to which the concerned local authorities have sanctioned the plans or thereafter and shall before handing over possession of the Premises to the Purchaser have obtained from the concerned local authority the Occupation Certificates in respect of the Premises.

4. Time is essence for the Promoter as well as the Purchaser/s. The Promoter shall abide by the time schedule for completing the project and handing over the Premises to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided herein above.
5. If the Promoter fails to abide by the time schedule for completing the project and handing over the Premises to the Purchaser/s, or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or any other reason, the Promoter shall be liable, on demand of the Purchaser/s in case Purchaser/s wishes to withdraw from the project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Premises, within 45 days including compensation. The Purchaser/s agrees to pay to the Promoter, interest as per State Bank of India highest marginal cost of lending Rate plus 2% per annum within 45 days including compensation, on all the delayed payment which become due and payable by the Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter.
6. Without prejudice to the right of Promoter to charge interest in terms of clause 5 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of 15 days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be

entitled to terminate this Agreement.

**PROVIDED FURTHER** that upon termination of this agreement as aforesaid, the Promoter shall refund to the Purchaser/s (subject to the adjustment the adjustment and recovery such as 10% of Agreement value and administrative expenses and/or any other expenses incurred by us for such unit as requested by you or any other amount which may be payable to us, (i.e. 10% of Agreement value and all expenses) within a period of 45 days of the termination, the installments of sale price of the said apartment which till then have been paid by the Purchaser/s to the Promoter and the Promoter herein shall be entitled to deal with the said apartment with any prospective buyer. Delay in issuance of any reminders or notices from the Promoter shall not be considered as waiver of promoter absolute right to terminate this agreement.

For whatsoever reason if the Purchaser/s herein, without any default or breach on his/her/their part, desire to terminate this Agreement/transaction in respect of the said Premises then, the Purchaser/s herein shall issue a prior written notice to the promoter as to the intention of the Purchaser/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said apartment with prospective buyer. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoter and Purchaser/s herein terminated as stated in hereinabove written then all the instrument under whatsoever head executed between the parties here to or between the Promoter and Purchaser/s herein, in respect of the said Premises, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

7. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1169.70 square meters only and Promoter has planned to utilize Floor Space Index of 3.37 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 Promoter has disclosed the Floor Space Index of 1169.70 sq.mt. as proposed to be utilized by him on the project land in the said Project and Purchaser/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

Any additional further or future FSI/TDR or other benefits etc. if any coming to the share of the Promoters as aforesaid will be used utilized and consumed by the Promoters for the purposes of construction of such additional flats. Hence the Promoters or their successors-in-title assignees or nominees are hereby authorized and will always be entitled to enter upon the Plot and the Building and construct vertical extension or horizontal annex columns beams pillars and other external supports and members to the Building and that the Purchaser will not raise any objection thereto;

The Purchaser hereby expressly agrees that all necessary facilities assistance and co-operation will be rendered by the Purchaser to the Promoters to enable the Promoters to utilize in the construction of the building all other development potential of the Plot;

8. The Promoter shall give possession of the Apartment to the Allottee on or before 30<sup>th</sup> day of April 2025. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 5 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter 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.

9. The Purchaser/s along with the purchasers of the other flats tenements etc. in the Building will be entitled to use the overhead terrace common passages water tanks pumps rooms open areas lifts staircases more particularly described in the Fourth Schedule hereunder written (hereinafter referred to as the '**Common Areas**'). The Elevation features appurtenant or adjoining to the premises flats or tenements shall be exclusively used occupied and enjoyed by the purchasers thereof. Hence it is clarified that the Purchaser alone shall be entitled to exclusively and absolutely use and enjoy the elevation features that are adjacent and appurtenant to the Premises and the Society, its present members and others claiming through them or any of them shall not raise any objection or create any kind of obstruction in that behalf. The parapets or external walls blank walls and other walls recreation areas amenity open spaces gardens internal access roads the various parking spaces, or stilt portions of the Building and the Plot are more particularly set out in the Fifth Schedule hereunder written (hereinafter referred to as the '**Restricted Areas**').
10. The Purchaser has clearly understood the implications of the above provisions. The aforesaid conditions are of the essence of the contract and only upon the Purchaser/s agreeing to the said conditions, the Promoters have agreed to sell the Premises to the Purchaser/s. The Purchaser/s shall not be entitled to object to any of the aforesaid provisions rights and authorities hereby granted to the Promoters or claim any reduction in price of the Premises on such or other grounds like damage hardship nuisance disturbance or inconvenience or any other grounds whatsoever including obstruction of air light or otherwise in respect of the Premises or any portion of the Plot.
11. At their discretion the Promoters may commence or postpone construction of the Building or such additional flats premises tenements etc as they may deem fit. The Promoters are entitled to sell allot or dispose of or grant the rights to the exclusive and independent use enjoyment and possession of the flats tenements premises etc. in the Building.
12. It is further expressly agreed and understood by and between the parties hereto that nothing contained in this agreement is intended to be nor shall be construed as a grant demise or assignment in law of the Plot or any part thereof or the Building



thereon or any part thereof including the Restricted Areas. It is expressly agreed and understood by and between the parties hereto that save and except the Premises, the Purchaser/s shall have no claim of any nature whatsoever to any other portion of the Plot or the Building including the Common Areas the Restricted Areas or any part thereof. All unutilized FSI or additional FSI or TDR or any other benefit privilege advantage or development potential presently arising out of or granted in respect of the Plot belongs to the Promoters and that which may hereafter become available in respect of the Plot shall be available with the Society and the Promoters as aforesaid.

- 13.** Save and except the Members Premises as hereinabove recited as per the Development Agreement dated 13<sup>th</sup> May 2022 (as hereinabove recited) the Promoters will sell all the other/residual flats/Office/Shop tenements premises and allot the other/residual stilt/ stack parking spaces in the Building on ownership basis. Ultimately that at the absolute and discretion of the Promoters, the Purchaser/s and other purchasers of such other flats tenements etc. as aforesaid shall be admitted as the members of the Society only after all the payments in terms of this Agreement are fully paid by the Purchaser/s to the Promoters. The Members Premises including their respective car parking spaces will be allotted to the present members of the Society. The Purchaser/s has confirmed ratified and accepted that the Promoters alone are entitled to deal with allot and dispose off the residual car parking spaces to such person or persons as they may deem fit and the Purchaser/s shall have no rights therein.
- 14.** The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the Apartment, to the Purchaser/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Purchaser/s. The Promoter agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchaser, as the case may be. The Promoter on its behalf shall

offer the possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project.

15. The Purchaser/s shall take possession of the Premises within 15 days of the written notice from the Promoter to the Purchaser/s intimating that the said Premises are ready for use and occupancy.
16. Upon receiving a written intimation from the Promoter as per clause 15, the Purchaser/s shall take possession of the Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Premises to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in clause 15 such Purchaser/s shall continue to be liable to pay maintenance charges as applicable from the date of occupation certificate.
17. If within a period of Five years from the date of handing over the Premises to the Purchaser/s, the Purchaser/s brings to the notice of the Promoter any structural defect in the Premises or the building in which the Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided that, the Purchaser/s shall not carry out any alterations of whatsoever nature in the said Premises of phase/wing and in specific the structure of the said unit/wing/phase of the said building shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alteration in any of the fittings, pipes, water supply connections or any erections or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void.
18. The Purchaser/s shall use the Premises or any part thereof or permit the same to be used only for purpose of residence or such

other purpose that may be permitted by the concerned local authority. He shall not use the Premises for any other purpose which may or is likely to cause nuisance or annoyance to the occupiers of the neighboring premises or for any illegal or immoral purposes. The Purchaser/s shall use the garage or parking space(s) if any allotted to him only for purpose of keeping or parking his own vehicle/s. Save and except the Purchaser/s no other person shall be entitled to use or occupy such parking space(s).

19. In case the Purchaser/s gives the Premises on leave and license basis or on any other basis and if on that account the local authority or any other authority charges the municipal or other taxes at an increased rate the Purchaser/s hereby agrees to pay such increased municipal taxes in respect of the Premises without raising any dispute or objection in that behalf. In case the Purchaser/s fails delays opposes or objects to pay such increased municipal taxes or any other payments or outgoings then the Purchaser/s alone shall be liable for all the consequences that may arise whether directly or indirectly or remotely from such non-payment and the Purchaser/s will indemnify and keep indemnified saved defended and harmless the Promoters in that behalf.
20. The dry balconies architectural/elevation features etc. which are attached and appurtenant to the Premises shall be deemed to form a part thereof. The Purchaser alone shall be exclusively entitled to use and enjoy such dry balconies architectural/elevation features etc. The terrace space or balcony in front of or adjacent or vertically or horizontally connected to the Premises in the Building if any allotted to the purchaser of any premises shall belong exclusively to the respective purchaser of such premises and such terrace spaces or balconies are intended for the exclusive use of the respective purchaser alone. The Purchaser or the Society will not raise any objection or make any claim of any nature whatsoever to such terraces or balconies or portions thereof.
21. The architectural/elevation features etc. which are attached and appurtenant to the Premises shall be deemed to form a part thereof. The Purchaser alone shall be exclusively entitled to use and enjoy such architectural/elevation features etc. The terrace space or balcony in front of or adjacent or vertically or

horizontally connected to the Premises in the Building if any allotted to the purchaser of any premises shall belong exclusively to the respective purchaser of such premises and such terrace spaces or balconies are intended for the exclusive use of the respective purchaser alone. Such balcony shall not be enclosed till the permission in writing is obtained from the concerned local authority and the Promoters or the Society as the case may be. The Purchaser or the Society will not raise any objection or make any claim of any nature whatsoever to such terraces or balconies or portions thereof.

22. On receipt of Occupation Certificate within [REDACTED] months the Promoter will hand over the Entire property to the Society. No Deed of Conveyance/Assignment of Lease is required to be executed for conveying the said Property to the Society, the absolute right, interest and title in respect of the said Property vests with the Society. The Purchaser/s along with other Purchaser/s of Apartments in the building shall be admitted as new member of the said society and will be issued proportionate share capital of the society as per the Society Bye Laws.
23. Within 15 days after notice in writing is given by the Promoter to the Purchaser/s that the Premises is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Premises) 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 Promoter handover the entire property to the Society, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser/s share is so determined the Purchaser/s shall pay to the Promoter provisional monthly contribution of Rs. [REDACTED] per month towards the outgoings. Once the Promoter handover the said entire property to the Society the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society, as the case may be.

24. The Purchaser/sshall on or before delivery of possession of the said apartment keep deposited with the Promoter, the following amounts:

1.	<b>Rs. 1000/-</b>	Agreed charges and other expenses for admission and acquiring of Membership Rights in the existing Registered Co-operative Society
2.	<b>(As per Actual)</b>	Towards the proportionate contribution of the sinking and other funds, at par with the old members of the society;
3.	<b>Rs.</b> _____-/-	Agreed Advance maintenance Charges to be deposited with the existing Registered Society being proportionate share of payment of M.C.G.M. taxes, water taxes, common electricity bills, outgoings including periodical payment to M.C.G.M., Adani Power andfor water connection etc.;
4.	<b>Rs.</b> _____-/-	Reimbursement of the amount towards electricity meter deposit, water meter deposit and other connected expenses;
5.	<b>Rs.</b> _____-/- <b>(At Actual)</b>	Towards Development charges paid or required to be paid to MCGM;

25. The Purchaser/s shall pay to the Promoter a sum of Rs. \_\_\_\_\_/- for meeting all legal costs, charges and expenses, including professional costs towards the legal expenses of the project.
26. As per the provisions of the Development Agreement dated \_\_\_\_\_ upon the Occupation Certificate being issued, the Promoters will handover possession of the Building to the Society including all the Common Areas thereof. Thereafter the Society alone shall be bound and liable for the maintenance upkeep safety and security of the Building. Thereafter the Society alone will be bound and liable to bear and pay all the taxes, dues, duties, expenses, costs, charges in respect of Building. The Promoters shall not be liable in that behalf and the Society shall indemnify the Promoters in that behalf. In case of any premises/ car parking spaces in the Building remaining unsold/ un allotted on the date of handing over possession of the Building to the Society, then such unsold/un allotted premises/ car parking spaces shall continue to

vest in and belong to the Promoters alone. The society shall also not be entitled to seek any contribution from the Promoter towards maintenance charges in respect of the unsold premises in the event of Promoter handing over management of the building to the said society prior to sale of all the premises. The Promoters will be entitled to sell and allot the same to such person/s for such consideration and on the terms and conditions as the Promoters may deem fit and proper without payment of any transfer charges or premium or any or any other payment to the Society.

27. If the tentative amounts of property taxes and/or maintenance charges are not sufficient for payment of the proportionate property taxes and/or the proportionate maintenance charges of the Premises, the Promoters/Society as the case may be shall increase the monthly/quarterly bills towards the Purchaser's share of property taxes maintenance charges and other outgoings in respect of all common areas, facilities of the Building. The entire responsibility of payment of any such increased difference in payment of maintenance, other outgoings or property tax as the case may be in respect of the Premises will be entirely of the Purchaser and will be borne and paid by the Purchaser alone and the Promoters shall not be liable or responsible for the same. The Purchaser will indemnify the Promoters in that behalf.
28. The Purchaser does hereby expressly agree that the current charges of service tax/GST etc. are as per the rate applicable at the time of execution hereof and the Purchaser further specifically agrees that any increase in the rate of service tax charges or any other levy/tax introduced by the local authorities/State Government/Central Government at the time of possession or at any time prior thereto or any time after the possession at any rate will be borne and paid by the Purchaser alone without making the Promoters liable/responsible for the same in any manner whatsoever.
29. The Promoters shall not be liable to bear or pay any amount by way of contribution, outgoings, deposits, transfer fees, non occupancy charges, donation premium or otherwise howsoever to the Society in respect of any unsold/un-allotted flats or parking spaces in the Building. Save and except the rents rates taxes cess and assessments payable to the MCGM and other Government, local or public or private bodies and authorities in respect thereof the Promoters shall not pay any amount in that behalf. If the Promoters

are liable to pay or have paid the same in respect of the flats premises and/or parking spaces which are not allotted, sold and disposed off then they alone would be entitled to apply for and obtain reduction in and/or the refund of the municipal and other taxes, cesses, assessments and levies on account of the vacancy of the un-allotted/unsold flats premises and parking spaces. If any refund of any such taxes, cesses, assessments or other levies made by the MCGM or any other Government, local or public body or authority is received by the Society in respect of such unsold or un-allotted flats and/or parking spaces, then the Society will forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to Promoters, whether Promoters have demanded the same or not within a period of fifteen(15) days from the date of receipt thereof.

30. The amount by way of taxes dues duties premium or security deposits or any other charges dues or duties payable to the MCGM or any other government or semi-government or local authority or bodies on the construction and/or sale of the Premises or otherwise directly or indirectly relating to this Agreement shall be borne and paid by the Purchaser alone and that the Promoters shall not be liable or responsible in that behalf under any circumstances whatsoever and that the Purchaser will indemnify the Promoters in that behalf. Any such amount paid by the Promoters before handing over possession of the Premises, shall be duly and fully reimbursed by the Purchaser to the Promoters in proportion to the area of the Premises and in determining such amount the decision of the Promoters shall be final conclusive and binding upon the Purchaser.
31. The Purchaser does hereby expressly unconditionally and irrevocably agree and undertake to bear pay or reimburse to the Promoters the amounts of Service Tax/VAT/Goods and Service Tax (GST) as may be applicable and all such and any other statutory taxes dues duties or payments which may be levied by Central Government, State Government or local authorities or any other statutory authority (including payments for interest penalty or the like in respect of such taxes etc.) payable directly indirectly or remotely in the present or in future on the sale construction or development of the Premises or any amenities facilities services relating thereto. Such payments reimbursements shall be made by the Purchaser to the Promoters proportionately along with

payments/installments of consideration under clause 1(B) hereof or within fifteen (15) days from the date of the intimation by the Promoters in that behalf or as the Promoters may require. In case of any deficit amount payable by the Purchaser to the Promoters for and on account of the aforesaid or other payments under this Agreement, then the same shall be paid or reimbursed by the Purchaser/s to the Promoters before accepting possession of the Premises. The Purchaser/s does hereby further agree and undertake to indemnify and keep the Promoters indemnified saved defended and harmless of from and against any cost charge or expense incurred or any risk harm or prejudice suffered or any suit action or proceeding instituted in respect of or arising out of or due to the non-payment of such Service Tax/VAT/ GST or other statutory liabilities or payments whatsoever. Upon the request and direction of Promoters the Purchaser does hereby further agree and undertake to provide and handover to the Promoters the bankers cheque post dated cheques or any like instrument bonds or written undertakings in respect of the amounts payable for the aforesaid purposes. In the event or in case of default by the Purchaser in the payment of Service Tax/VAT/ GST or any such other or further statutory payments liabilities or the like relating the construction development sales marketing etc. of the Premises then: (a) the same will be payable along with interest as herein elsewhere stated and (b) the Promoters will be entitled to a first charge and lien on the Premises to the extent of such outstanding statutory taxes/dues.

32. As per the provisions of sec 194-IA of the Income Tax Act 1961, the Purchaser will be bound and liable to deduct a sum of 1% (one per centum only) (or such per centum as may be fixed by the Income tax authorities from time to time) out of the consideration under clause 1(B) hereof as and by way of Tax Deducted at Source. The TDS should be deducted and deposited as aforesaid, simultaneously upon the payment of the consideration and each installment thereof. The tax so deducted should be deposited with the Income Tax Department - within seven (7) days from the end of the month in which such tax is deducted by the Purchaser as aforesaid. Within thirty (30) days of such deduction, the Purchaser will be bound to provide to the Promoters the authenticated copies of the challan of payment of such tax his TAN Card/communication. In the event of the Purchaser's failure to deduct and pay the tax as aforesaid, then the Purchaser alone will be liable to pay the interest and/or penalty as also for the prosecution if any as per the provisions of the Income Tax Act 1961. The Purchaser will indemnify and keep indemnified



saved defended and harmless the Promoters in that behalf. The Promoters will be at liberty to adjust/appropriate take benefit of the amount of tax so deducted and paid out of its total tax liability under the Income Tax Act 1961. The Purchaser does hereby irrevocably and unconditionally agree and undertake to execute and sign all deeds documents forms etc. as may be required by the Promoters to claim the benefits of the TDS or otherwise.

33. The Purchaser shall pay and reimburse to the Promoters such amounts if any that may be paid to the Reliance Energy Ltd/ TATA Power as cable charges and/or electricity meter deposit for any other purpose.
34. The Purchaser also agrees to bear pay reimburse to the Promoters, the proportionate development charges pro-rata cost charges and/or expenses in respect of installation of water lines, water mains, sewerage lines, sewerage mains electric cables electric substation (if any). The betterment charges referred to above shall also include charges for installation of water lines sewage mains drainage layout and all other facilities etc. to the Purchaser. Hence on or before taking possession of the Premises, the Purchaser pay and/or reimburse to the Promoters the following amounts which will bear non-refundable and non-accountable:

a Rs ____/-	Professional and Legal charges for preparation of this Agreement.
b Rs _____/-	Non refundable Development charges
c Rs _____/-	Non Refundable charges for Water meter connection, Deposit and Other Charges.
d Rs. _____/-	Non-refundable charges towards Electricity supplying agency charges, Cable charges, sub-station charges.
<b>Total Rs. _____/-</b>	(Rupees _____ only)

On or before taking possession of the Premises, the Purchaser will bear pay and/or reimburse to the Promoters the non-refundable and non-accountable charges towards Service Tax/ MVAT/GST. The Purchaser does hereby expressly agree that the current charges of Service Tax/ MVAT/GST are as per the rate applicable at the rate applicable at the time of execution hereof and the Purchaser further specifically agrees that any increase in the rate of Service Tax charges/ MVAT/GST or any other levy/tax introduced by the local authority/ State Government/Central Government at the time of possession or at any time prior thereto or any time after the possession at any rate will be borne and paid by the Purchaser alone without making the Promoters liable/responsible for the same in any manner whatsoever.

35. It is further agreed that the Promoters will have full and absolute right authority and power to use utilize and consume such amount or amounts in the manner they may deem fit and the Purchaser shall have no right to such amount or the account thereof. The Purchaser will not be entitled to ask or claim any refund or adjustment of the amount mentioned herein against the expenses municipal taxes and outgoings or any increase therein.
36. With the intention to bind the Purchaser himself and his successors in title who may from time to time be entitled to the benefit under this agreement the Purchaser hereby covenants with the Promoters as follows:-
  - a To maintain the Premises at the Purchaser's own cost in good and tenantable repair and condition from the date on which possession of the Premises is taken and will not do or suffer to be done anything in or to the Premises on any other part thereof or the Building or any part thereof including but not limited to the Common Areas which may be against the rules regulations or bye-laws of the concerned local or any other authority or change or alter or make any addition alteration or modification in the Premises or any other part thereof or the Building or any part thereof;
  - b. To manage maintain look after keep neat clean tidy and in good repair and condition the niches architectural/elevation features etc. which are attached and appurtenant to the Premises. The purchasers of the other premises etc. in the Building shall have no right of access use enjoyment or occupation of such areas appurtenant attached to the Premises and the same shall solely exclusively remain in the use and enjoyment of the Purchaser alone;

- c. Not to store in the Premises any goods which may be of hazardous combustible or dangerous nature or which may be so heavy as to damage the construction or structure of the Building or otherwise objectionable to the concerned local or other authority. In case any damage is caused to the Building or the Premises on account of negligence or default of the Purchaser in this behalf, then the Purchaser alone shall be liable and responsible for the consequences of the breach/negligence/default;
- d Not to carry or cause to be carried any heavy package which may damage or is likely to damage the staircase common passages or any other structures of the Building including its entrance;
- e Not to carry out any addition alteration or modification to the Premises or any part or portion thereof without the prior written permission of the Promoters or the Society;
- f Not to demolish or cause to be demolished the Premises or any part thereof;
- g Not to make or do any addition or alteration or modification of whatsoever nature in or to the Premises the grills of windows lift landings and outside staircases and other portions of the Common Areas and Restricted Areas including the Refuge Areas which may in any manner change alter harm deface or spoil prejudicially affect the symmetry elevation get up colour scheme facade or exterior design or colour scheme of the Building or any part thereof;
- h Not to keep or place pots and other receptacles with or without plants or foliage on the edges parapets or any other outer portion of the Premises;
- i Not to enclose the balconies terraces passages or other portions of the Common Areas or any other portions of the Building;
- j Not to affix box grills or any other enclosures or additions or projections of any nature whatsoever to the Premises or any part thereof;
- k The window air conditioners or split unit air conditioners should be appropriately installed only in the ducts provided there for and not elsewhere in the Premises;
- l To keep the portion sewers drains pipes of the Premises and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect the other parts of the Building;
- m Not to chisel or in any other manner damage the columns beams walls slabs or RCC structures or other parts of the Premises without the prior written permission of the Promoters and/or the Society;

- n. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Building or any part thereof or whereby any increased premium shall become payable in respect of such insurances;
- o Not to place or keep any garbage cans waste paper baskets in the outer portions of the Building;
- p Not to carry or cause to be carried or moved any garbage cans in the lift of the Building;
- q Not to throw dirt rubbish rags garbage or other refuse or permit the same to be thrown from the Premises in the compound or any portion of the Plot or the Building;
- r To maintain manage look after repair and keep in good order and condition the Common Areas passages compounds and other common areas facilities and amenities with the electrical light drains pipes sewers and all other installations and connection hereto;
- s To bear and pay the proportionate costs charges and expenses for repairing and maintaining the common properties and amenities as also the proportionate rents rates taxes and all other outgoings including any increases therein payable to the municipal authorities the State Government or any other local or public authority in respect of the Plot including the Common Areas and other properties and amenities therein. Such proportionate costs charges expenses and rent rates taxes and outgoings will be paid initially to the Promoters and thereafter, to the Society;
- t To fully and properly restore at his entire costs charges and expenses the Common Area and amenities or any part thereof to its original condition whenever it is dug up opened or used for carrying out any kind of works therein. Such work shall not be carried out in a way that it will obstruct or impede the use of such common properties and amenities for a period longer than necessary and reasonable. Before such work is commenced a reasonable prior notice in writing shall be given to the parties affected thereby including the Promoters and/or the Society (as the case may be);
- u Without prejudice to the consequences or liability that may arise in that event the Purchaser will bear and pay all increases in local taxes water charges insurances and such other levies if any which are imposed by the concerned local authority and/or government on account of change of user of the Premises by the Purchaser;
- v Not to let sub-let sell dispose of gift mortgage or otherwise transfer assign license or part with the possession of the Premises or the Purchaser's interest or benefit under this agreement until: (i) all the

consideration/amounts/VAT Service Tax/GST/ premium dues payable by the Purchaser to the Promoters under this agreement are fully paid-up (ii) the Purchaser has not been guilty of breach or non-observance of any of the terms and conditions of this agreement and (iii) the Purchaser has obtained the prior permission to that effect in writing from the Promoters (iv) the Purchaser has duly paid to the Promoters the transfer charges/premium and other payments/charges as may be stipulated by the Promoters. In case the Premises are given by the Purchaser on Leave and License/Caretaker or temporarily basis then the Purchaser will procure the prior written permission of the local police station;

- w To observe and perform all the stipulations rules and regulations which the Society may adopt at its inception and the additions alterations and amendments thereof that may be made from time to time for protection and maintenance of the Building the Common Areas amenities and facilities and the flats tenements and other premises therein or otherwise;
  - x To observe and perform the existing building rules regulations and bye-laws of the concerned local authority and of government and other public bodies;
  - y Until the affairs of the Plot with the Building thereon is handed over by the Promoters unto the Society the Purchaser shall permit the Promoters and their architect and surveyors and agents with or without workmen at all reasonable times to enter into and upon the Premises to view and examine the state and condition thereof;
  - z To observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Premises in the Building and also pay and contribute regularly and punctually towards the taxes expenses or other outgoings as herein elsewhere provided.
- 35 The stamp duty registration charges legal charges and all other costs of and incidental to the foregoing agreement shall be duly and fully borne and paid by the Purchaser alone.
- 36 Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this agreement or any forbearance of or giving of time to the Purchaser by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoters.

- 37 The original hereof shall remain with the Purchaser. The Purchaser shall present this Agreement at the appropriate sub-registry for registration thereof and the Promoters will attend such sub-registry and admit execution thereof upon an advance intimation for the purpose being received from the Purchaser in writing.
- 38 The Promoter hereby **represents and warrants** to the Purchaser/s as follows:
- a. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
  - b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
  - c. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
  - d. 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;
  - e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be following all applicable laws in relation to the Project, project land, Building and common areas;
  - f. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser'/s created herein, may prejudicially be affected;
  - g. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Premises which will, in any manner, affect the rights of Purchaser/s under this Agreement;

- h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated in this Agreement;
  - i. On issuance of the Occupation Certificate of the said Building the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Society; and title documents, necessary documents and plans to the society;
  - j. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
  - k. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
39. The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Premises may come, hereby covenants with the Promoter as follows :
- a. The Purchaser/s has the full legal capacity and authority to enter into this Agreement and to execute, deliver and perform this Agreement.
  - b. To maintain the Premises at the Purchaser/s 's own cost in good and tenantable repair and condition from the date of possession of the Premises is taken and shall not do or suffer to be done anything in or to the building in which the Premises 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 Premises is situated and the Premises itself or any part thereof without the consent of the local authorities, if required.
  - c. Not to store in the Premises 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 Premises 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 Premises is situated, including entrances of the building in which the Premises is situated and in case any damage is caused to the building in which the Premises is situated or the Premises on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

- d. Not to Misuse damage the staircases, common passages, Meter room, Pump Room, Society office, Servants Toilet/room, or any other structure of the building in which the apartment is situated, including entrances of the building in which the Premises is situated;
- e. To carry out at his own cost all internal repairs to the said Premises and maintain the Premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Premises is situated or the Premises 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 Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other Public Authority.
- f. Not to demolish or cause to be demolished the Premises 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 Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Premises is situated and shall keep the portion, sewers, drains and pipes in the Premises 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 Premises 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 Premises without the prior written permission of the Promoter and/or the Society.
- g. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Premises is situated or any part thereof or whereby any increased premium shall become



payable in respect of the insurance.

- h. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said apartment in the compound or any portion of the project land and the building in which the Premises is situated.
- i. Not to object development on open space of the proposed building or adjoining plot on west and east side plot with deficiency in open space if development takes place in future. Also the NOC from neighbourhood shall not be insisted by flat Purchaser/s.
- j. 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 Premises by the Purchaser/s for any purposes other than for purpose for which it is sold.
- k. The Purchaser/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 Premises until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up.
- l. The Purchaser/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Premises 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 Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Premises 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.
- m. Till the Promoter handover of the entire property to the Society, the Purchaser/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- n. Till the Promoter handover of the entire property to the

Society, the Purchaser/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

- o. The Purchaser/s shall observe and perform the terms, conditions and covenants contained in this agreement and shall keep the Promoter indemnified against observance and performance of the said terms, conditions and covenants to be observed and performed by the Purchaser/s under this agreement.
  - p. If the Purchaser/s neglects, omits or fails for any reason whatsoever to perform and/or observe any of the terms, conditions, stipulation and covenants herein contained on its/his/her/their part to be observed and performed then this agreement shall at the option of the Promoter stand terminated and except the earnest money / deposit, all other amounts till then paid by the Purchaser/s to the Promoter shall be refunded without interest by the Promoter to the Purchaser/s and the Purchaser/s hereby agree/s to forfeit all its/his/her/their right, title and interest in the said Premises and if the possession of the said Premises is already handed over to the Purchaser/s, then in such an event, the Purchaser/s shall also be liable to immediate ejectment as trespasser/s. However, the rights given under this clause to the Promoter shall be without prejudice to any other rights, remedies and claims whatsoever of the Promoter available against the Purchaser/s under this Agreement and/or otherwise.
  - q. If the Purchaser is an incorporated entity, it is duly incorporated or organized and existing under the laws of the jurisdiction of its incorporation or organization, and that it has full power and authority to enter into, execute, deliver and perform this Agreement and that the execution, delivery and performance by the Purchaser of this Agreement has been duly authorized by all necessary corporate or other action of the Purchaser; and
  - r. this Agreement is validly executed and constitutes the legal, valid and binding obligation of the Purchaser/s, enforceable against the Purchaser/s in accordance with its terms
40. In addition to above the Purchaser/s confirm/s and declare/s that he/she/they are aware and agreed;

- a) That the building is deficient in open space and M.C.G.M. will not be held liable for the same in future.
- b) That the member/s agrees for no objection for the neighbourhood development with deficient open space in future.
- c) That the member/s will not hold M.C.G.M. liable for failure of mechanical/ Parking system / car lift in future.
- d) That the member/s will not hold M.C.G.M. liable for the proposed inadequate / Sub-standard sizes of room in future and complaints of whatsoever nature will not be made in future.
- e) That there is inadequate manoeuvring space of car parking and member/s will not make any complaint to M.C.G.M. in this regard in future.
- f) That the toilet is existing above shop/office habitable room and no complaint regarding leakages if any in the future shall be made to M.C.G.M.

40. For the better and more convenient use and enjoyment of the Premises and at the request and direction of the Purchaser, the Promoters do hereby allot to the Purchaser,        car parking spaces in the open/stilt/mechanical/stack parking space/s bearing Nos.        in the building. Such car parking spaces will be deemed to form a part and parcel of the Premises and the relevant provisions hereof will apply mutatis mutandi to such parking spaces
41. Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein may put up or allow to put up the Promoters logo perpetually at the building. the promoter herein has decided to have the name of the project as **Cementers Tavisia** and building will be denoted and known as Cementers Tavisia and Owner of the property and Society will always remain and be known as **Sindhu Apartment Co-Operative Housing Society Ltd.** The Purchaser/s in the said project/building/s or proposed organisation are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.
42. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser/s 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.

Provided that the Promoter shall be allowed to withdraw the sums received from the Purchaser/s and utilise the same as contemplated and permitted under the said act and rules and regulations made thereunder.

43. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or of the said Shop or the said Office and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
44. After the Promoter executes this Agreement he shall not mortgage or create a charge on the Premises 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 Purchaser/s who has taken or agreed to take such Premises.
45. Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall not be refund to the Purchaser/s.

46. The Premises forms an integral part of the Building and the Purchaser/s shall have no right to partition the same from rest of the Building.
47. This agreement shall be subject to the provisions of the Act, the Rules and the Maharashtra Ownership Flats (Regulation of the Promotion and Construction Sale Management and Transfer) Act, 1963. In the event of any of the provisions of this Agreement being contradictory or Inconsistent with those of the Act then the provisions of the Act and the Rules shall override such contradictory or inconsistent provisions hereof.
48. 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 Premises, building, as the case may be.
49. This Agreement may only be amended through written consent of the Parties.
50. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser/sof the Premises, in case of a transfer, as the said obligations go along with the Premises for all intents and purposes.
51. 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.

52. Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchasers/Allottees in Project, the same shall be in proportion to the carpet area of the Premises to the total carpet area of all the Premises in the Project.
53. 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.
54. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser/s in after the Agreement is duly executed by the Purchaser/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the competent Sub-Registrar within the time limit prescribed by the Registration Act, 1908 and the parties will attend such office and admit execution thereof. Hence this Agreement shall be deemed to have been executed at Mumbai. The Income Tax Permanent Account Numbers and Aadhar Card of the parties hereto are as under:-
- A. \_\_\_\_\_
- \_\_\_\_\_
- B. \_\_\_\_\_
- \_\_\_\_\_
55. That all notices to be served on the Purchaser/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

<b>Name of Promoter</b>	<b>CEMENTERS DEVELOPERS</b>
<b>Address of Promoter</b>	G-4, Parijat Towers, Saki Vihar Rd, Sakinaka, Nr. Gurukrupa restaurant, Andheri east, Mumbai 400072.

<b>Contact Number of Promoter</b>	9819292496
<b>E-Mail ID of Promoters</b>	Contact@cementers.in

<b>Name of Purchaser/s</b>	
<b>Address of Purchaser/s</b>	
<b>Contact No. of Purchaser/s</b>	
<b>Email ID of Purchaser/s</b>	

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

56.
That in case there are Joint Purchaser/s all communications shall be sent by the Promoter to the 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 Purchaser/s.
57.
The stamp duty and registration charges that may become payable on this Agreement and on other deeds to be executed in pursuance hereof shall be borne and paid by the Purchaser/s alone. The stamp duty and registration charges that may become payable on Instrument of Transfer or other documents that will be executed for transfer of the said property and said Building or the relevant part or share therein in favour of the Society shall be borne and paid by the Purchaser/s and acquirers of various Premises in the said Building or the Society, but not by the Promoter/s.
58.
Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Adjudicating officer as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

59. 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.

**THE FIRST SCHEDULE REFERRED TO HEREINABOVE**

**(the said property)**

ALL that pieces or parcels of land bearing Survey No.26, Hissa No.1 Part and Survey No.46, Hissa No.5 Part, now bearing Plot No. E total admeasuring 10,915.25 sq yards (equivalent to 9,126.66 sq mtrs) of Village Valnai, Taluka Borivali, within Registration Sub-District of Mumbai Suburban situated at Linking Road, off MaladMarve Road, Malad (West), Mumbai 400064.

ALL that piece and parcel of land adms. 382.5 sq.mtrs. being sub-plot No. E/2 of and being part of original plot of land and bearing plot No. E of Inamdar layout and bearing CTS No. 307/136 of Village Valnai, Taluka Borivali together with the building and structure standing thereon (all constructed in or about 1982) admeasuring 382.5 sq. mtrs., situated at Linking Road, Off MaladMarve Road, Malad West, Mumbai 400064 within Registration Sub-District and District of Mumbai City and Mumbai Suburban within Greater Mumbai hereinafter called and referred to as "the said Property".

**Second Schedule Above Referred to**

**ALL THAT** being flat bearing No.\_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. of RERA carpet area (inclusive of balconies and Fungible FSI with balcony of \_\_\_\_\_ sq. ft. RERA Carpet Area attach thereto) on the \_\_\_\_\_ floor of the said Building along with \_\_\_\_ Mechanical/ Surfaceparking (Flat alongwith Parking hereinafter refereed as "Apartment")being constructed on the land more particularly described in the First Schedule hereinabove written floor plan of which attached balcony/s is annexed hereto and marked as **Annexure** \_\_\_\_\_ & \_\_\_\_\_ with Red Colour& Green colour respectively boundary lines thereon

**Third Schedule Above Referred to**



Common areas and facilities/ limited common area and facilities.

The land on which the building is located, the foundations, columns, girders, beams, main walls, lobbies, stairways, lift, lift room, pump room, suction tank, septic tank, soak pit. It is further clarified that if open stilt portion, terrace, open space, parking space or any other covered areas is allocated to any Allottee/ Purchaser or any other person/s and maintained by him/her/them, then the said portion shall not be covered under the definition of 'common areas and facilities'.

**Fourth Schedule Above Referred to**

(Description of Common Areas)

**Fifth Schedule Above Referred to**

(Description of Restricted Areas)

SIGNED, SEALED AND DELIVERED by the )

Within named Promoter )

**CEMENTERS DEVELOPERS** )

at the hands of its Partner )

Mr. Ambar Chanchand )

In the presence of ..... )

..... )

..... )

**SIGNED & DELIVERED** )

by the within-named **“ALLOTTEE/s”** )

\_\_\_\_\_ )

by the within-named **“ALLOTTEE/s”** )

\_\_\_\_\_ )

in the presence of \_\_\_\_\_ )

RECEIPT

**RECEIVED** of and from the above named Allottee/s on or before the execution hereof the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) towards earnest amount deposits expressed as follows to have been paid by it/him/her/them to us.

Sr. No.	Amount	Date	Cheque / RTGS No	Bank Detail
1				
2				
3				
4				

We say Received Rs. \_\_\_\_\_/-

For **Cementers Developers**

Partner

Witnesses:-

1.

2.

=====

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022

=====

**B E T W E E N:**

**CEMENTERS DEVELOPERS**

**...PROMOTER**

**A N D:**

\_\_\_\_\_

\_\_\_\_\_

**...FLAT HOLDERS/PURCHASER**

**Address:**

**Phone :**

Res : \_\_\_\_\_

Off : \_\_\_\_\_

**AGREEMENT FOR SALE**

Of Flat Nos. \_\_\_\_ on \_\_\_\_ Floor in the building  
to be known as **“Cementers Tavisa”**  
situate at Malad West, Mumbai.