

Draft – Without Prejudice

Sanghvi Parssva Jivdaya

Agreement for Sale

This Agreement for Sale (“Agreement”) is made at Mumbai on this _____ day of _____;

Between

M/s. Sanghvi Constructions, a partnership firm registered under the provisions of Indian Partnership Act, 1932 under Registration No. MU000005601 and having its place of business at Office No. 17- 24, Building No. 32, 1st Floor, Rajabhadur Mansion, Ambalal Doshi Marg, Near BSE, Fort, Mumbai – 400 023, hereinafter referred to as the **“Promoter”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor/s and assigns) of the **One Part**;

AND

Mr./Mrs./Miss. _____ Indian Inhabitant(s) residing at _____

OR

M/s. _____, a partnership firm registered under the Indian Partnership Act 1932 and carrying on its business at _____

OR

_____, a company registered under the Indian Companies Act 1913 / Companies Act 1956/ Companies Act 2013 having its registered office at _____

hereinafter jointly and severally referred to as the **“Purchaser/s”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of an individual/s, his or her or their heirs, executors, administrators and permitted assigns, and in the case of a Partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and assigns of such last surviving member of the HUF and in the case of a company or a society or a body corporate, its successors and permitted assigns) of the **Other Part**.

Whereas:

A. By an Indenture dated 18th October, 1971 made and executed between Smt. Mahindrabai Thakorlal Gordhandas (Shah) the Vendors of the One Part and Jivdaya Co-operative Housing Society Limited, the Purchasers of the other part, the Vendors therein granted, sold, conveyed, transferred and assured the (a) plot of land bearing Survey No. 40, Hissa No. 4 (part) and bearing City Survey Nos. 1763 and 1764 admeasuring 1305 square yards equivalent to 1097.11 square meters situated at the Jivdaya Lane, Village Kirol-Kurla (hereinafter referred to as the **“said Plot of Land”**) alongwith (b) the tenements, structures and buildings standing on the said Plot of Land (hereinafter referred to as the **“Existing Structures”**) to Jivdaya Co-operative Housing Society Limited. An authenticated copy of the said plan and property cards in respect of the said Property are annexed hereto and marked as **Annexure – “1”** and **“2”**.

Promoter

Sole/ First Purchaser

Second Purchaser

B. Unless referred to individually as the Plot of Land and the Existing Structures the same shall be collectively referred to as the **“said Property”**.

C. Thus, the Society is the Owner and seized and possessed of and/or is otherwise sufficiently entitled to the said property.

D. By a Development Agreement dated 11th June, 2019 and registered under Serial No. KRL3/7770/2019 on 11th August, 2019 at the Sub-Registrar of Assurances, Kurla-3, executed amongst the Jivdaya Co-operative Housing Society Limited (**“Jivdaya Society/Owner”**), of the First Part, Smt. Sangeeta Manoj Patel & Others, members of the Society, of the Second Part and M/s. Sanghvi Constructions, the Promoter herein, of the Third Part, the said Jivdaya Society granted, transferred and assigned the development rights in respect of the said property to the Promoter, for the consideration and on the terms and conditions therein contained. Pursuant to the said Development Agreement the Jivdaya Society also executed a Power of Attorney authorising the Promoter and their representatives to execute and perform several acts, deeds, matters and things in connection with the said property.

E. With view to add some more clauses, on 7th September, 2021, a Supplementary Agreement has been executed and registered under Serial No. KRL3/14064/2021 on 07th September, 2021 at the Sub-Registrar of Assurances, Kurla-3, between the said Jivdaya Society and the Promoter, M/s. Sanghvi Constructions.

F. There was a building known as **“Jivdaya Co-operative Housing Society Limited”** on the said Property (hereinafter referred to as the **“Existing Building”**). The Existing Building contained 23 members, comprising of 19 residential premises and 4 commercial premises (hereinafter collectively referred to as the **“Tenants Existing Premises”**). The Tenants Existing Premises are/were occupied by 23 tenants/occupants. The Existing Building has been demolished.

G. The Promoter has obtained consent from more than 70% of the tenants/occupants and have entered into permanent alternate accommodation agreements (**“PAAA”**) with 23 tenants/occupants. The Promoter has agreed to provide each tenant/occupant, permanent alternate accommodations in the new buildings constructed on the said Property (**“Tenants New Premises”**).

H. The following approvals, permissions and sanctions are granted for development of the said property:

- (i) The Municipal Corporation of Greater Mumbai (**“MCGM”**) sanctioned the plans for constructions of building on the said Property and issued an Intimation of Disapproval bearing No. P-3945/2019/(1763 and 1764)/N WARD/GHATKOPAR KIROLO/IOD/1/NEW dated 27th October, 2020 (**“IOD”**). An authenticated copy of the said IOD is annexed hereto and marked as **Annexure – “3”**.
- (ii) MCGM issued Commencement Certificate bearing No. P-3945/2019/(1763 and 1764)/N Ward/GHATKOPAR KIROLO/CC/1/New dated 10th January, 2022 (**“CC”**) valid upto 09th January, 2023. An authenticated copy of the said CC is annexed hereto and marked as **Annexure – “4”**.

I. The Promoter has submitted the amended plans for construction of the composite building on the said Property.

J. The Promoter is in process of constructing a composite building consisting of Sale Premises and Tenants New Premises (**“said Building”**). The development and construction of the said Building is hereinafter referred to as the **“Project”**.

K. The Promoter is constructing the said Building known as **“Sanghvi Parssva Jivdaya”** on the said Property as such is a separate project as provided under Section 3 of the Real Estate (Regulation and Development) Act, 2016 (**“RERA”**) read with the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (**“RERA Rules”**). The Promoter has registered the Project as required under RERA.

L. The Purchaser/s is/are aware that layout of the said Property including the right of way/access, prepared by the Promoter is a tentative layout, showing inter-alia the different portions

presently envisaged to be developed by the Promoter and is likely to be changed or revised as per the requirements of the Promoter and/or MCGM and/or other statutory authorities. The Promoter reserves its right to alter the layout design, elevation etc. /make variations in the layout with such modifications thereto as the Promoter, may from time to time determine/ or as may be required, without the consent of the Purchaser/s.

M. While sanctioning the said plans, the authorities and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Project and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Project shall be granted by the concerned authority.

N. The Promoter has entered into a prescribed agreement with an Architect, registered with the Council of Architects and also appointed a Structural Engineer for preparing structural designs and drawings and specifications of the said Building (i.e. Project) to be constructed on the said Property and the Purchaser/s accept/s the professional supervision of the said Architect and the said Structural Engineer till the completion of the buildings, unless otherwise changed by the Promoter.

O. **Ms. Shilpa Baria**, have issued a Title Certificate relating to the said Property. An authenticated copy of the said Title Certificate is annexed hereto and marked as **Annexure - "5"**.

P. The principal and material aspects of the development of the said Property as disclosed by the Promoter are briefly stated below:

- (i) The said Property would constitute a mix use as may be permissible under applicable law from time to time. The said Property is proposed to be developed in a phase wise and/or project wise, manner;
- (ii) As on date, the total FSI of _____ square meter has been sanctioned. The Promoter proposes to consume a further FSI of _____ square meters. Thus aggregating to a total FSI of _____ square meters;
- (iii) The statutory approvals mandatorily require the Promoter to hand over certain stipulated percentage of the land forming part of the said Property to the concerned authorities or develop the same as public amenity. The Promoter shall determine and identify the portion and location of such land to be handed over for complying with the terms and conditions of statutory approvals.
- (iv) Project comprises of a composite building consisting of sale premises and Tenants New Premises and containing ground floor and 9 upper floors;
- (v) Total FSI of _____ square meters has been sanctioned for consumption in the construction and development of the Project. The Promoter proposes to consume a further FSI of _____ square meters thus, aggregating to total FSI of _____ square meters in the construction and development of the Project;
- (vi) The Promoter or any other person shall be entitled to put hoarding/boards of their Brand Name, in any form including of Neon Signs, MS Letters, Vinyl & Sun Boards on said Property including on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites;

Q. In these circumstances, the Promoter became entitled to develop inter-alia the said Property and construct the said Building, being the Project and sell the sale premises therein and entitled to receive the sale consideration in respect thereof.

R. The Purchaser/s has/have demanded inspection from the Promoter and the Promoter has given inspection to the Purchaser/s of all documents of title relating *inter-alia* to the said Property including all the documents mentioned in the recitals hereinabove and also the plans, designs and specifications prepared by the Promoter' Architects, the Title Certificate, revenue records and all other documents as specified under RERA and the rules made there under, as amended up to date and the Purchaser/s is/are fully satisfied with the title of the Promoter in respect of the said Property and the Promoter' right to allot various flat/ premises in the said Building to be constructed on the

said Property and Purchaser/s has/have agreed not to raise any requisitions on or objections to the same.

S. The Purchaser/s after having investigated and after being fully satisfied with respect to the title of said Property, has/have approached the Promoter and requested the Promoter to allot to him/her/them a Flat admeasuring _____ **square meters (carpet area) equivalent to _____ square feet (carpet area)** on the _____ floor, of the said Building being constructed on the said Property, which Flat is shown in _____ colour hatch lines on the plan annexed and marked as **Annexure - “6”** hereto (hereinafter referred to as the “**said Flat**”), at the price and on the terms and conditions hereinafter appearing.

T. Authenticated copies of following documents are annexed to this Agreement;

- (i) Plan showing inter-alia the said Property (**Annexure “1”**);
- (ii) Property Register Cards in respect of the said Property (**Annexure “2”**);
- (iii) IOD and CC (**Annexure “3” and “4”**);
- (iv) Title Certificate given by M/s. I C Legal (**Annexure “5”**);
- (v) Floor plan of the said Flat (**Annexure “6”**);

U. Under section 13 of RERA, the Promoter is required to execute a written Agreement for Sale in respect of the said Flat, being in fact these presents and also to register this Agreement under the Indian Registration Act, 1908.

V. Relying upon the said applications, declaration and agreement herein contained, the Promoter has agreed to allot to the Purchaser/s the said Flat, at the price and on the terms and conditions hereinafter appearing.

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

1. The Recitals contained above and the Schedules and the Annexures hereto form an integral and operative part of this Agreement as if the same were set out and incorporated herein verbatim.

2. The Promoter shall comply with all the terms, conditions, stipulations, restriction etc., if any, which may have been imposed by the authorities, at the time of sanctioning of the plans. The Promoter shall construct said Building known as **Sanghvi Parssva Jivdaya**, being the Project, on the said Property in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and perused by the Purchaser/s with such variations and modifications as the Promoter may consider necessary or as may be required by the Government, MCGM and/or any other local authority from time to time. The Promoter shall be entitled to make such variations and/or modifications in the plans as they may deem fit so long as the area of the said Flat agreed to be allotted to the Purchaser/s remains unchanged or so long as such variation and/or modification does not adversely affect the said Flat, without any permission or consent of the Purchaser/s. The Purchaser/s hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed/ be imposed by the concerned local authorities and/or Government bodies at the time of sanction of the said plans or thereafter.

3. The Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agree to allot to the Purchaser/s the said Flat admeasuring _____ square metres (carpet area) equivalent to _____ square feet (carpet area) on the _____ **Floor** of the said Building being constructed on the said Property, which Flat is shown in _____ colour hatch lines on the plan annexed and marked as **Annexure “6”** hereto at and for the lumpsum price of **Rs. _____/- (Rupees _____ only)** (hereinafter referred to as “**Sale Price**”) payable by the Purchaser/s to the Promoter in the manner as mentioned in Clause 6 herein below.

4. The Promoter shall confirm the final carpet area of the said Flat that has been allotted to the Purchaser after the construction of the said Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within

Promoter

Sole/ First Purchaser

Second Purchaser

the defined limit then Promoter shall refund the excess money paid by Purchaser within 45 (forty-five days) with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 39 of this Agreement.

5. The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project is _____ square meters only and Promoter have planned to utilize Floor Space Index of _____ by availing of TDR and FSI available on payment of premiums and/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 Project. The Promoter hereby also declares that total Floor Space Index in respect of the said Property is and shall be _____ square meters. The Promoter have disclosed the FSI as proposed to be utilized by them on the said Property and the Purchaser has agreed to purchase the said Flat based on the proposed construction and sale of premises 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.

6. The Purchaser/s hereby agree/s, covenant/s and undertake/s to pay the Sale Price of **Rs. _____/- (Rupees _____ only)** plus all taxes, cess, fees, cost, charges, duties etc. including service tax and /or Value Added Tax (VAT) and/ or Goods and Services Tax (GST) etc. to the Promoter from time to time in the manner more particularly described in **Annexure "7"** hereto. Time for payment of each instalment is the essence of the contract. The Sale Price is exclusive of any sums or amounts including service tax, VAT, GST and other taxes, cess, levies, fees and other charges of any nature whatsoever, as are or may be applicable and/or payable hereunder or in respect of the said Flat and all such amounts shall be entirely borne and paid by the Purchaser/s. The Purchaser/s hereby agree, confirm and undertake that an intimation forwarded by the Promoter, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is completed.

7. The Purchaser shall pay to the Promoter escalation / increase in the Sale Price if such escalation / increase is on account of development charges, payable to the competent authority and/or any other increase in charges, which may be levied or imposed by any competent authority from time to time.

8. The Purchaser/s shall make all payments of the Sale Price due and/or payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of "_____ - **Master Escrow Designated Account**". In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the said Flat, the Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Price due and payable to the Promoter through an account payee cheque / demand draft / wire transfer / any other instrument drawn in favour of "_____ - **Master Escrow Designated Account**". Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Purchaser/s, in which event the Promoter shall be entitled to terminate this Agreement and forfeit 10% of the Sale Price. 70% (seventy percent) of the amounts deposited/transferred to "_____ - **Master Escrow Designated Account**", from time to time shall be deposited in a separate account to be maintained under Section 4(2)(1)(D) of RERA.

9. The Sale Price is exclusive of all taxes, levies, duties, cesses, etc. In addition to the Sale Price, the Purchaser/s shall pay all other amounts mentioned herein including the amounts mentioned in Clauses 39 and 40 hereinafter. Any of the taxes including Service Tax and /or (VAT) and/ or (GST), levies, duties, cesses etc. (whether applicable/payable now or become applicable/payable in future), whether on Sale Price or on other amounts payable under the Agreement, shall be borne and paid by the Purchaser/s alone and the Promoter shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.

10. The Purchaser/s further agree/s, undertake/s and covenant/s that while making the payment of instalments of Sale Price, the Purchaser/s shall deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time and pay the same to the concerned department/authority. The Purchaser/s after making payment of each instalments and Service Tax/

GST, on or before 7th day of next month, shall file Form 26QB with the Income Tax Authority in the prescribed format and on or before 22nd day of the month in which respective Form 26QB is filed, shall furnish Form 16B to the Promoter. The Purchaser/s is/are aware that the time to make the payment of instalments and service tax and all other taxes and all other amounts as mentioned herein, is the essence of contract and in event of delay on part of the Purchaser/s to make the payment of any of the instalment together with Service Tax and/or any other tax (including delivering Form 16B certificate thereof), then without prejudice to right of the Promoter to cancel and terminate this Agreement, the Purchaser/s shall be liable to pay interest at the simple rate specified under the RERA Rules per annum to the Promoter on all delayed payments from the due date till the date of realization thereof.

11. In the event, the Purchaser/s desire/s to cancel the allotment of said Flat, then 10% of the Sale Price shall stand forfeited and the Purchaser/s shall not be entitled to receive or recover the said 10% of the Sale Price from the Promoter and Promoter shall not be liable or responsible for the same. The Purchaser/s shall also have to bear and pay to the Promoter, at the time of cancellation, the brokerage charges (if the said Flat is purchased through the broker) which brokerage shall have been already paid by the Promoter to the broker. The Promoter shall not be liable to refund Service Tax, VAT, GST and all other taxes paid or payable on this Agreement and/or on the Sale Price and/or interest and/or otherwise. The Purchaser/s shall also be liable to pay interest on any defaulted payment as per the terms, herein contained, at the time of making accounts when the Purchaser/s has/have expressed his/her/their desire to cancel the allotment of the said Flat. It is agreed by and between the Parties that all the above-referred amounts due and payable by the Purchaser/s, as specified hereinabove, shall be deducted from the amount received by the Promoter from the Purchaser/s till the time of such cancellation. The Promoter shall return the balance amount from the Sale Price (if any) to the Purchaser/s without any interest within a period of 30 (thirty) days after said Flat is sold to a third party and all amounts including consideration amount in respect thereof is received by the Promoter, and the date on which said Flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter, shall be the date on which refund of the balance amount, if any, shall become due and payable by the Promoter to the Purchaser.

12. The Purchaser/s is/are aware that if any parking is allotted, the same shall be without consideration however the Purchaser/s will be bound to abide with the rules and regulations as may be framed in regard to the said Parking Spaces by the Promoter and/or the organizations to be formed by all the purchasers of the Flats in the said Building and other buildings and/or apex body and/or apex body of such organizations and shall pay such outgoings in respect of the said Parking Spaces as may be levied by such organizations/apex body to be formed by them;

A. The Purchaser/s herein agree/s and confirm/s that Parking Spaces shall be used for parking of the motor vehicles only and for no other purpose and that no alteration and/or modification and/or construction of any nature shall be carried out in the Parking Spaces;

B. The Purchaser/s herein agree and confirm that he/she/they shall not raise any objection to the designations/selections of parking done/to be done by the Promoter for other purchaser/s and accepts the designation of the Parking Spaces allotted to the Purchaser/s herein.

13. The Promoter shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events ("**Events of Default**"):

- (i) If the Purchaser's commits default in making payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise;
- (ii) If the Purchaser/s commits breach of any other terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.A, C.C., LOI and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.;
- (iii) If the representation, declarations and/or warranties etc. made by the Purchaser/s in the Booking Form, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Purchaser/s is untrue or false;
- (iv) If the Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;

Promoter

Sole/ First Purchaser

Second Purchaser

- (v) If the Purchaser/s is/are, convicted of any offence involving moral turpitude and/or is sentenced to imprisonment for any offence for not less than six months;
- (vi) If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s; and
- (vii) If the Purchaser/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Purchaser/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them.

14. On happening or occurring of any of the Events of Default, the Promoter shall, without prejudice to all other rights that the Promoter may have against the Purchaser/s either under this Agreement, or in law or otherwise, give 15 days notice to the Purchaser/s to rectify/remedy such breach. In the event, Purchaser/s fail/s to rectify/remedy the breach within the said notice period, then the Promoter shall be entitled (but shall not be obliged) to (i) forthwith terminate this Agreement (“**Termination Date**”) and (ii) forfeit/deduct 10% of the Sale Price and balance, if any, shall be refunded to the Purchaser/s without any interest within a period of 30 days after said Flat is sold to a third party and all amounts including consideration amount in respect thereof is received by the Promoter, and the date on which said Flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter, shall be the date on which refund of the balance amount, if any, shall become due and payable by the Promoter to the Purchaser. If the Purchaser/s has/have availed loan from financial institutions, banks or other institutions against the security of the said Flat then, the Purchaser/s shall clear the mortgage debt outstanding at the time of such termination. The Purchaser/s, at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks, etc., stating that the Purchaser/s has/have cleared the mortgage/debt/charge within 15 days from the Termination Date. In such an event, the Purchaser/s shall become entitled to the refund of the amount without any interest within a period of 30 days after (i) receipt of such letter/no dues certificate from the financial institution, banks, etc., and (ii) said Flat is sold to a third party and all amounts including consideration amount in respect thereof is received by the Promoter. In any event, the Promoter shall be entitled to directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser/s from the balance amount standing to the credit of the Purchaser/s with the Promoter (if any) towards the said Flat (paid by him/her/them to the Promoter towards the Sale Price) to the extent so as to clear the mortgage/debt/charge on the said Flat. Notwithstanding all that is stated hereinabove, it shall ALWAYS be obligatory on the part of the Purchaser/s to pay the instalments of the Sale Price as and when due under the terms of this Agreement and the Purchaser/s shall duly and promptly pay the instalments of the Sale Price irrespective of the fact that the Purchaser/s has/have applied for the loan to such financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are under process and sanction is awaited and/or is rejected.

15. Notwithstanding anything contrary contained herein, in case the Purchaser/s fail or are otherwise unable to make payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise, to the Promoter, then the Promoter shall without prejudice to any other rights or remedies that it may have against the Purchaser/s, including the right to terminate and forfeit 10% of the Sale Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Promoter simple interest on all outstanding payment at the rate specified under the RERA Rules per annum from the due date till the date of realization thereof.

16. The Promoter is not making any statement, declaration, representation, warranties, guarantees etc. with respect to the sample show Flat, height of the ceiling of the sample show Flat, measurements, layout of the sample show Flat, area of the sample show Flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities etc., and the Promoter does not warrant and/or guarantee the accuracy with respect to the same, and the same shall not be provided by the Promoter, in the said Flat and/or any other Flat and/or in the Project. The information, depictions, fixtures, fittings, furniture, pictures, drawings, images etc., with regards to the sample show Flat and the information, depictions of the lobby, landscaping, amenities, fixtures, furniture, interiors, designs and all other items with regard to the same shall not be relied upon by the Purchaser/s as statements and/or representations of fact, and the Purchaser/s have not agreed to acquire the said Flat on the basis of

such sample show Flat, lobby, landscaping, amenities, fixtures, furniture, interiors, designs and any and all other items etc., or any part thereof and the same do not form and are not intended to form any part of the transaction contemplated herein. The details of the said Flat shall be mentioned herein and the same shall be final.

17. All the aforesaid rights and/or remedies of the Promoter are cumulative and without prejudice to one another.

18. (A) It is expressly agreed that the right of the Purchaser/s under this Agreement or otherwise shall always be restricted to the said Flat only, and such right will accrue to the Purchaser/s only on the Purchaser/s making payment of all the amounts including the Sale Price to the Promoter strictly in accordance with this Agreement and only on the Purchaser/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other unsold flats/shops, car parking, portion or portions of the said Building, other buildings etc. including recreation ground, internal roads, recreational facilities such as swimming pool, gardens, club-house etc. shall always be the sole and absolute property of the Promoter. The Purchaser/s hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Promoter to develop, redevelop, sub-develop and/or assign their rights, give on lease, sub- lease, and/or deal with and dispose of the said Property and/or said Building and/or all other unsold flats/shops and car parks and portion or portions of the said Building and/or the said Property including common areas, such as staircase, staircase landing, entrance lobby, recreation ground, internal roads, open spaces, terraces, internal roads, recreational facilities such as swimming pool, gardens, club-house etc. in the manner deemed fit by the Promoter without any consent or concurrence of the Purchaser/s or any other person and at the sole discretion of the Promoter. The Purchaser/s are aware that the aforesaid recreational facilities are available for the use and enjoyment of the holders of various premises in the said Building alongwith the users / occupiers of other premises / developments on the said Property.

(B) With regards to the common areas described in the **Second Schedule** hereunder written, it is agreed that the Purchaser/s shall only be permitted to use the said common areas on such terms and conditions as the Promoter may deem fit.

19. (A) The Promoter shall at its sole discretion and at the cost and expenses of the purchaser/s of the said Flats in the said Building, submit application for registration of one or more co-operative society/s under the Maharashtra Co- operative Societies Act 1960 or Condominium under Maharashtra Apartment Ownership Act or Limited Company in respect of said Building to be known by such name as the Promoter may decide (such co-operative society/s or condominiums or limited company comprising of holders of premises shall hereinafter be referred to as the “**said Organization**”) within a period of 3 (three) months of the majority of purchasers/ allottees having booked their Flats in the said Building.

(B) The Purchaser/s shall join in forming and registering the organization of the Building in which the said Flat is agreed to allotted and to be known by such name as the Promoter may decide and for this purpose also from time to time, the Purchaser/s shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the organization and for becoming a member, including the bye- laws of the proposed organization and duly fill in, sign and return to the Promoter within 15 (fifteen) days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the organization of the purchasers of the said Building. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Article of Association, as may be required by the Registrar of Co-operative Societies/Registrar of Companies, as the case may be, or any other Competent Authority.

(C) The Purchaser/s shall pay to the Promoter/Organization the proportionate share of the Municipal tax, water charges, maintenance charges, outgoings and all other rent, rates and taxes in respect of the said Flat.

(D) The Promoter has informed the Purchaser/s and the Purchaser/s is/are aware that the Promoter shall form one or more separate organisation of the said Building to be constructed on the said Property at its sole discretion. The Promoter proposes to form an Apex Body of

all the organizations as per RERA. The Apex Body to be formed shall be a body incorporated under the provisions of the Maharashtra Cooperative Societies Act 1960 OR a company which shall be incorporated under the provisions of the Companies Act 2013 or any other organisation as per the sole discretion of the Promoter.

(E) The Purchaser/s shall make his/her/their contribution as may from time to time be required to be made to the said organization formed for the purpose of the said Building in which the said Flat is agreed to be allotted for enabling such organization to pay its contribution to the Apex Body for the aforesaid purpose.

(F) The Purchaser/s shall at the time of taking possession of the said Flat from the Promoter shall pay to the Promoter amounts as specified in Clauses 39 and 40 below (wherever applicable) which will be held by the Promoter as deposit till the Apex body is formed and constituted.

(G) It is expressly and specifically clarified, agreed, understood and confirmed by and between the Parties hereto that the unsold flats/shops, car parking spaces, portion or portions of the said Building etc. shall at all times be and remain the absolute property of the Promoter and the Promoter may if it so desires, become member of the Organizations in respect thereof, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Purchaser/s herein, nor the Organizations shall object to or dispute the same. On the Promoter intimating to the Organizations, the name or names of the purchaser/s or acquirer/s of such unsold flats/shops/premises, etc., the Organizations shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by the Promoter from such purchaser/s towards development charges, legal charges etc. as mentioned in Clauses 39 and 40 below. The Promoter shall not be liable to pay any maintenance charges/out goings, etc. in respect of the unsold flats, shops, car parking spaces and other premises save and except the municipal taxes with effect from the date of grant of occupation. Provided however in the event, the Promoter occupies or permit occupation of any Flat, such occupant/s or Promoter as the case may be shall be liable to pay the maintenance charges, etc. in respect thereof. It is further clarified that for allotment/sale of such Flat, the Promoter shall not be liable to take any permission/consent of the Organization/Apex Body.

(i) It is however agreed that the Promoter shall have complete discretion and/or option either to execute Deed of Lease or Deed of Conveyance of the said Building and the said Property, in favour of the Organisation.

(ii) The Promoter shall execute such Deed of Lease or Deed of Conveyance in respect of the said Building and the said Property, within a period of 3 (three) months only after the Promoter has:

- a. utilized, consumed, loaded etc. entire FSI, fungible FSI, free FSI, Premium FSI, potential, yield of the said Property and TDR;
- b. completed the entire development of the said Property and the construction of the said Building on the said Property and obtained occupation certificate in respect thereof;
- c. sold all the premises, etc. and received all the amounts from the purchaser/s of all the buildings on the said Property including the Sale Price from the purchaser/s hereof; and
- d. completed the development of the entire said Property and construction of the said Building thereon.

(H) Till the date of issue of the occupancy certificate for the said Building, and till then,

Promoter

Sole/ First Purchaser

Second Purchaser

the Promoter shall not be bound, liable, required to cause to execute any document in favour of the said Organization and the Purchaser/s agree/s and irrevocably consent/s not to have any demand or dispute or objection in that behalf.

(I) Further execution of such Deed of Lease or Deed of Conveyance of the said Building, in favour of the Organisation, shall be subject to the Promoter right and entitlement to:

- (i) utilize, consume, load etc. entire FSI, fungible FSI, free FSI, Premium FSI, potential, yield of the said Property and TDR;
- (ii) complete the construction of the said Building on the said Property;
- (iii) sell all the premises, etc. and receive all the amounts from the purchaser/s of all the buildings including the Sale Price from the purchaser/s hereof; and
- (iv) complete the development of the entire said Property and construction of the said Building thereon.

(J) It is expressly and specifically clarified, agreed, understood and confirmed that considering the overall development of the said Property, the Promoter shall at its discretion be entitled to form such number of Society's/Condominium / Company/ Organisation and/or its respective independent association/committee.

(K) The Purchaser/s shall at no time demand partition of the said Building and/or said Property and/or his/her/their interest, if any, therein and the same shall never be partitioned.

(L) The Promoter shall not be liable, required and/or obligated to form the Apex Body or execute Deed of Lease or Deed of Conveyance of the said Property in favour of the organizations/Apex Body and the Purchaser/s shall require and/or demand the formation of the Apex Body and/or execution of Deed of Lease or Deed of Conveyance of the said Property in favour of the organization and/or Apex Body, unless and until the Promoter has:

- (i) utilized, consumed, loaded etc. entire FSI, fungible FSI, free FSI, Premium FSI, potential, yield of the entire said Property and TDR;
- (ii) completed the entire development of the said Property and the construction of the said Building and all other buildings on the said Property;
- (iii) sold all the premises, etc. and received all the amounts from the purchaser/s of all the buildings on the said Property including the Sale Price from the purchaser/s hereof; and
- (iv) completed the development of the entire said Property and construction of the said Building thereon.

20. All costs, charges and expenses incurred in connection with the formation of the said Organizations/Apex Body as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter and by the Purchaser/s including stamp duty, registration charges etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the Purchaser/s and the said Organizations/Apex Body as aforesaid and/or proportionately by all the holders of the flats etc., in the said Building. The Promoter shall not be liable to contribute anything towards such expenses.

21. It is agreed that one month prior to the execution of agreements/documents in favour of the said Organisation/Apex Body, the Purchaser/s shall pay to the Promoter, the Purchaser's share of stamp duty and registration charges payable, if any, on the execution of agreement or any document or instrument of Lease or conveyance in respect of the said Building and the said Property in favour of the Organization/Apex Body. The Purchaser/s alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents, etc.

22. The Promoter shall allot all flats, garages, car parking, open spaces, terraces etc. intended to

be constructed on the said Property with a view ultimately that the purchaser/s/allottees of all the flats, garages, car parking, open space etc., in said Building shall be admitted to their respective Organization. It is agreed and clarified that the Promoter shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the flats, garages, car parking, open spaces, terraces, etc., separately and independently and the Purchaser/s/allottees of all the flats, garages, car parking, open space in said Building shall be admitted to the Organizations.

23. The Purchaser/s and the person/s, to whom the said Flat is permitted to be used shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter or the said Organizations/Apex Body may require for safeguarding the interest of the Promoter and/or the Purchaser/s and other purchasers in the said Property.

24. (A) It is agreed between the Parties that the Promoter shall be entitled to develop the said Property in phase-wise manner and/or sector-wise and/or project wise manner as the Promoter may desire. The Promoters are retaining unto themselves full rights for the purpose of providing ingress or egress from the said Property in the manner deemed fit by the Promoter and the Purchaser/s unequivocally consents / agrees not to raise any objection or dispute regards the same now or any time in the future and the Purchaser/s acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.

(B) It is agreed between the Parties that the Promoter shall be entitled from time to time and at all times to make necessary amendments or changes or substitution or modification of the layout plan as may be sanctioned by MCGM in respect of the said Property to utilize F.S.I. and/or development rights in respect thereof and for that purpose to submit plans or proposals as the Promoter may deem fit. It is further agreed that the Promoter in its absolute discretion shall be entitled to locate or provide in the said Building on the said Property any additional floor or floors and use the same for such purpose or purposes as the Promoter may desire without reference or recourse to the Purchaser/s or the said Organizations or Apex Body at the discretion/option of the Promoter time to time.

(C) The Purchaser/s hereby expressly consents to the Promoter re-design the said Building or increase in number of floors, adding new building or buildings or the recreation area or realigning any internal road, common area, club house, swimming pool, recreation area and passages and such other area or areas as the Promoter may desire to realign and re-design and if the said Building in which the Purchaser/s has/have agreed to acquire the said Flat is completed earlier than other building/s structures, then the Purchaser/s confirms that the Promoter will be entitled to utilise any F.S.I., TDR and all the benefits, potentials, yield, advantages etc. presently available and / or that may be available in the future for any reason including on account of change in regulations / law / act etc. in respect of the said Property or any part thereof or any adjoining property or properties as the case may be, and till all the aforesaid is fully utilised by the Promoter, and all the premises etc. are sold, and the amount or amounts receivable by the Promoter is/are duly received by the Promoter and all the obligations required to be carried out by the Purchaser/s herein and the purchaser/s of premises are fulfilled by them, the Promoter shall not be bound and shall not be called upon or required to form any such said Organizations/Apex Body as the case may be and the Purchaser/s agrees and irrevocably consent/s not to have any demand or dispute or objection in that behalf.

(D) It is agreed, confirmed and covenanted by the Purchaser/s that the Promoter shall have full right and absolute authority and shall be entitled to, at any time hereafter, change, alter and amend the layout, plans, designs, elevation, etc. of the said Building and/or the said Property and/or get the said Property sub-divided into small portions or parts or amalgamate the same with any other property or properties and the Purchaser/s shall not have any objection in this regard. Further it is agreed between the Parties hereto that the Purchaser/s shall not be entitled to nor shall he/she/they demand sub-division of the said Property or be entitled to any FSI exceeding the FSI used and consumed in the said Building out of any FSI available now or in future and that the Purchaser/s and/or the said Organizations and/or Apex Body shall not be entitled to put up any further or additional construction on the said Building exceeding the FSI consumed therein at the time of lease or conveyance to be executed in favour of Organization/ Apex Body or for any reason whatsoever.

25. It is agreed, confirmed and covenanted by the Purchaser/s that the Promoter shall have full right and absolute authority and shall be entitled to, at any time hereafter, utilize, consume, load etc. FSI of the said Property or any part thereof and vice versa.

26. The name of the said Building shall always be known as “**Sanghvi Parssva Jivdaya**” and this name shall not be changed without the prior written permission of the Promoter.

27. It is agreed that the said Flat shall be of R.C.C. structure with normal brick with cement plaster only. It is agreed that the said Building and its layout may contain common fixtures, fittings and/or amenities as specified in the **Third Schedule** hereunder written. The Purchaser/s hereby agrees, declares and confirms that save and except the said specification, fixtures, fittings and/or amenities, the Promoter shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and/or amenities in the said Building /said Property.

28. It is expressly agreed that the said Flat contains fixtures and fittings as set out in the **Third Schedule** hereunder written and the Purchaser/s confirm/s that the Promoter shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Flat.

29. Subject to Force Majeure circumstances and / or Other Circumstances, and provided the Purchaser/s are not in default of any of the terms and/or conditions contained herein including default in payment of the Sale Price, applicable taxes or any part thereof, the Promoter shall complete the construction of and handover the said Flat to the Purchaser/s by _____, 20____ (“**Possession Date**”). If the Promoter fails to hand over the said Flat to the Purchaser/s on or before the Possession Date, and only if the Purchaser/s do not intend to cancel this Agreement/ withdraw from the Project, the Promoter shall pay to the Purchaser/s simple interest as specified in the RERA Rules, on all the amounts paid by the Purchaser/s to the Promoter towards Sale Price for every month of delay from the Possession Date till the handing over of the possession of the said Flat.

30. If the Purchaser/s intend to cancel this Agreement or withdraw from the Project, then on cancellation of this Agreement by the Purchaser/s:

- (i) The Promoter shall refund to the Purchaser/s the amounts already received by the Promoter in respect of the said Flat (except the amounts towards Service Tax, VAT, GST and other taxes) within a period of 30 days after said Flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter, with simple interest as specified in RERA Rules from the date of cancellation of this Agreement till the date the amounts are repaid and the date on which said Flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter, shall be the date on which refund of the balance amount, if any, shall become due and payable by the Promoter to the Purchaser/s;
- (ii) The Purchaser/s shall not have any right, title, interest, claim, demand and/or dispute against the Promoter and/or in respect of the said Flat or any part thereof, in any manner whatsoever; and
- (iii) The Promoter shall be entitled to sell, transfer and/or otherwise entitled to deal with and/or dispose of the said Flat in such manner, as the Promoter may deem fit.

31. For the purpose of this Agreement, the “Other Circumstances” shall include but not limited to:

- (i) Non-availability of steel, cement, other building material, water or electric supply;
- (ii) War, Civil Commotion, fire, earthquake, flood, epidemic, pandemic, labour controversy, riot, civil disturbance or act of God;
- (iii) Failure or delay of any transportation agency or any other supplier of supplies, equipment, or other facilities related to the said Property;
- (iv) Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;

Promoter

Sole/ First Purchaser

Second Purchaser

- (v) Economic downturn;
- (vi) Any other act or event which is beyond the Promoter's reasonable control including the Promoter's precarious financial condition and/or economic downswing in real estate or any other industry; and
- (vii) Any other circumstances or conditions or other causes beyond the Promoter's control of or unforeseen including war, civil commotion, riot, strikes or agitation by the Promoter's workers or labourers or the workers or labourers of the contractor or suppliers.

32. The Purchaser/s hereby agree and confirm that the Promoter shall not be responsible for the refund of any of the applicable taxes including Service Tax, VAT, GST or any other tax, levy, statutory charges paid by the Purchaser/s to the Promoter and/or collected by the Promoter from the Purchaser/s.

33. The Purchaser/s shall not sell, transfer, assign and/or otherwise deal with and dispose of the said Flat or any of their rights and/or benefits, without the Promoter's prior written consent.

34. (A) Subject to Clause hereinabove and / or subject to circumstances beyond the Promoter's reasonable control, if the Promoter fails to hand over the said Flat to the Purchaser/s on the said Date or on the extended date/s and only if the Purchaser/s have paid all the amounts payable by him/her/them hereunder (including interest, if any) and performed all his/her/their obligations, and only if the Purchaser does not intend to cancel this Agreement / withdraw from the Project, simple interest as specified in the RERA Rules, on all the amount paid by the Purchaser to the Promoter towards Sale Price for every month of delay from the said Date till the handing over of the possession of the said Flat.

(B) If the Purchaser intends to terminate this Agreement or withdraw from the Project, then on termination of this Agreement by the Purchaser:

- (i) The Promoter shall refund to the Purchaser/s the amount already received by the Promoter in respect of the said Flat (except the amounts towards Service Tax/VAT and other taxes), with simple interest as specified in RERA Rules from the date of termination of this Agreement till the date the amounts are repaid within a period of 30 days after said Flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter, and the date on which said Flat is sold and all amounts including consideration amount in respect thereof is received by the Promoter, shall be the date on which refund of the balance amount, if any, shall become due and payable by the Promoter to the Purchaser/s;
- (ii) The Purchaser/s shall not have any right, title, interest, claim, demand and/or dispute against the Promoter and/or in respect of the said Flat or any part thereof, in any manner whatsoever; and
- (iii) The Promoter shall be entitled to sell, transfer and/or otherwise entitled to deal with and/or dispose of the same in such manner, as the Promoter may deem fit.

35. The Purchaser/s shall make payment of the instalments mentioned hereinabove along with all the other amounts including amounts mentioned as mentioned in Clauses and _____ below. The Promoter shall offer in writing the possession of the said Flat to Purchaser after obtaining the occupation certificate from the authority and on all the payment made by the Purchasers. The Purchaser/s shall occupy the said Flat within 15 (fifteen) days of the Promoter giving written notice to the Purchaser/s intimating that the said Flat is ready for use. In the event the Purchaser/s fail/s and / or neglect/s to take possession within the specified period, it shall be deemed that the Purchaser/s has/have taken possession from the date of the said writing and that date shall be deemed to be the **"Date of Possession"** and all obligations of the Purchaser/s related to take possession of the said Flat shall be deemed to be effective from the said Date of Possession.

36. Commencing a week after notice in writing is given by the Promoter to the Purchaser/s that the said Flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Property or part thereof (as the case may be) and the said Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of

Promoter

Sole/ First Purchaser

Second Purchaser

clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property or part thereof and the said Building. Until the said Purchaser/s are admitted as members of the Organizations, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined.

37. The Purchaser/s shall use the said Flat only for purpose which it is sanctioned and not for any other activity. The Purchaser/s shall use the Parking Spaces, if allotted, only for the purpose of keeping or parking of the Purchaser's own vehicle.

38. In addition to the said Sale Price of Rs. _____/- (Rupees _____ only), the Purchaser/s shall pay to the Promoter the following amounts on the date on which possession of the said Flat is offered. The Promoter shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned herein below.

39. The Purchaser/s shall, simultaneously with Promoter offering possession of the said Flat, pay to the Promoter, inter alia, the following amounts over and above the Sale Price as mentioned in Clause 6 above and all other amounts payable by the Purchaser/s under this Agreement or otherwise. The Promoter are entitled to retain and appropriate the same to its own account and shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned hereinbelow and shall not be required and/or obligated to or handover the same to the Organisation or apex body:

Sr.no.	Charges	Amount (Rs.)
1.	Legal Charges	
2.	Charges for Formation and Registration of Organization and Apex Body	
3.	Development Charges (one time charges @Rs. _____ per square feet of carpet area)	
4.	Infrastructure charges	
5.	Any other charges	

40. In addition to the aforesaid amounts, the Purchaser/s shall pay to the Promoter the following amounts on the date on which possession of the said Flat is offered. The Promoter shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned herein below. The Promoter shall maintain account in respect of said amounts and shall provide the same to the Organization at the time of handover to the said Organization only in respect of the said amounts:

Sr.no.	Charges	Amount (Rs.)
1.	Corpus Fund	
2.	Maintenance Charges Deposit (at Rs. _____ per square feet of carpet area for period of _____ months)	
3.	Electricity Deposit and Water (non-refundable)	
4.	Mahanagar Gas connection (subject to availability)	

41. It is hereby clarified that the aforesaid amounts mentioned hereinabove do not include the dues for electricity, gas and other bills for the said Flat and the Purchaser/s shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Purchaser/s agrees to pay to the Promoter, such other charges or such other amounts under such heads or increase in any of the amounts as the Promoter may indicate without any demur.

42. It is agreed that in the event of any additional amounts becoming payable in respect of items mentioned hereinabove, then the Purchaser/s shall forthwith on demand pay to and/or deposit the additional amounts with the Promoter. The said amount shall not carry any interest.

43. (A) The Purchaser/s by himself/herself/themselves with intention to bind all persons into whose hands the said Flat and other premises may hereinafter come, even after said Building and said Property is conveyed or leased in favour of the said Organization, is executed, hereby covenant/s with the Promoter as follows:

- i. Not to do or suffer to be done anything in or to the said Building, said Flat, staircase

Promoter

Sole/ First Purchaser

Second Purchaser

common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building or to the said Flat itself or any part thereof and to maintain the said Flat at the Purchaser's own cost in good repair and condition from the date on which the Purchaser/s is permitted to use the said Flat. 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 and also pay any penal charges levied by the authorities.

- ii. Not to store anything in the refuge floor nor store any goods in the said Flat which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of such goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building and in case any damage is caused to the said Building on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.
- iii. Not to change the user of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
- iv. Not to demolish or cause to be demolished the said Flat or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof and keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building.
- v. Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not cover/enclose the planters and service ducts or any of the projections from the said Flat, within the said Flat, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Flat without the prior written permission of the Promoter, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the F.S.I potential of the said Property.
- vi. Not to affix any fixtures or grills on the exterior of the said Building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the said Flat. The standard design for the same shall be obtained by the Purchaser/s from the Promoter and the Purchaser/s undertake/s to not fix any grill having a design other than the standard design approved by the Promoter. In the event the Purchaser/s fails to rectify the default of his/her/their obligation within 7 days from committing this default to the satisfaction of the Promoter at his/her/their own cost, then the Promoter, without prejudice to all its rights through its agents, shall have a right (but shall not be obliged) to enter upon the said Flat and dismantle at the Purchaser's cost, such fixtures or grills or air conditioner or the outdoor condensing unit which are in contravention of this sub-clause or any other provision of this Agreement.
- vii. Not to do or permit to be done any act or thing which may render void or bindable any insurance of the said Property and the said Building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- viii. Not to delay / default in payment of the amounts to be paid to the Promoter in addition to the amounts collected in Clauses and _____ above and pay within 15 days of demand by the Promoter, their share of security deposit demanded by any concerned local authority or government, MCGM for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the said Building.

Promoter

Sole/ First Purchaser

Second Purchaser

- ix. Not to delay / default in payment of 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 from time to time.
 - x. Not to transfer or assign the Purchaser's right, interest or benefit under this Agreement and / or let, sublet, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into or part with the said Flat without the prior written consent of the Promoter. Such consent, if granted, shall be subject to the terms and conditions imposed and stipulated by the Promoter herein.
 - xi. Not violate and shall abide by all rules and regulations framed by the Promoter / its designated Project Manager or by the said Organization / Apex Body, for the purpose of maintenance and up-keep of the said Building and in connection with any interior / civil works that the Purchaser/s may carry out in the said Flat.
 - xii. Not violate and shall observe and perform all the rules and regulations which the said Organizations/Apex Body may have 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 said Organizations regarding the occupation and use of the said Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
 - xiii. Not do or permit or suffer to be done anything in or upon the said Flat or any part of the said Building which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighborhood provided always that the Promoter shall not be responsible to the Purchaser/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the said Building and the Purchaser/s shall not hold the Promoter so liable;
 - xiv. Not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Flat or in or on the common stairways, refuge areas, corridors and passageways in and of the said Building.
 - xv. Not in any manner enclose any area to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Flat and keep the same unenclosed at all time. The Promoter shall have the right to inspect the said Flat at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s and also to recover costs incurred for such demolition and reinstatement of the said Flat to its original state.
 - xvi. Not to permit any person in the employment of the Purchaser/s (such as domestic help, drivers, cleaners etc.) to sleep and / or occupy the common area of the Building such as passage, lobby, stair case and / or any part of the said Property.
- (B) In addition to the aforesaid conditions, the Purchaser/s further binds himself/ herself / themselves in respect of the said Flat and covenants as under:
- (i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat into the compound or the refuge floor or any portion of the said Property.
 - (ii) Not at any time cause or permit any public or private nuisance or to use the loud

Promoter

Sole/ First Purchaser

Second Purchaser

speaker, etc., in or upon the said Flat, said Building or the said Property or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoter.

- (iii) Not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Flat and/or the said Building nor litter or permit any littering in the common areas in or around the said Flat and/or the said Building and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Flat and/or the said Building to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities.
- (iv) Not do either by himself/itself or any person claiming through the Purchaser/s anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building.
- (v) Not display at any place in the said Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common area therein or in any other place or on the window, doors and corridors of the said Building.
- (vi) Not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building or the exterior wall of the said Flat or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or dish antenna any other thing whatsoever save and except the name of the Purchaser/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter;
- (vii) Not park at any other place and shall park all vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoter;
- (viii) cause the Organisation/Apex Body to paint the said Building at least once in every five years maintaining the original colour scheme even after the agreement is executed in favour of the Organisation/Apex Body.

44. If within a period of five years from the date of handing over the said Flat to the Purchaser, the Purchaser brings to the notice of the Promoter any structural defect in the said Flat or any defects in the workmanship of the said Flat, quality of the material used in the said Flat or provision of service in the said Flat, and provided such defect is not attributable to normal wear and tear and misuse and/ or any act of commission or omission on the part of the Purchaser or the purchasers/ occupants of the adjoining Flats including but not limited to unauthorised changes/ repairs, non-maintenance of fittings and fixtures, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA.

45. The Purchaser/s shall, with prior 24 (twenty four) hours intimation, permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Flat or any part thereof to view and examine the state and conditions thereof and/ or for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Building and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the said Building in respect whereof, the Purchaser/s of such other premises, as the case may be, shall have made default in paying his/her/their share of taxes, maintenance charges etc.

46. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Property and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the said Flat 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 conveyed to the Society/Limited Company or other body and until the said Property is conveyed to the Organisation/Apex Body as hereinbefore mentioned.

47. It is expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said Property or any parts of the said Building including on the terrace and/or on the parapet wall and/or on the said Property and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter is fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the said Building or on the said Property as the case may be and further the Promoter shall be entitled to use and allow third parties to use any part of the said Building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment, etc. The Purchaser/s agrees not to object or dispute the same. It is further expressly agreed that the Promoter shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser/Said Organization shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoter.

48. As stated herein, the Purchaser/s shall not, without the prior written consent of the Promoter, sell, give on license/ lease, transfer, mortgage, create charge etc. or otherwise deal with or dispose of the said Flat or any part thereof.

49. The Purchaser/s hereby grant/s his/her/their irrevocable consent to the Promoter mortgaging the said Property along with the said Building, save and except the said Flat, being constructed thereon, to enable the Promoter to augment the funds for the development of the said Property.

50. The Purchaser/s hereby expressly agrees and covenants with the Promoter that in the event of the said Building on the said Property being not ready for use and in the event of the Promoter offering occupation of the said Flat to the Purchaser/s then and in that event the Purchaser/s shall not have any objection to the Promoter completing the construction of the balance building or additional floors on the said Property without any interference or objection. The Purchaser/s further confirms that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or additional floors or additional construction or part or parts thereof by the Promoter on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either themselves or through any nominees to construct and complete the said additional storeys, wing or wings or building on the said Property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser. The Purchaser/s hereby consents to the same time being under any law as applicable.

51. Notwithstanding anything contrary contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Promoter) and notwithstanding the Promoter giving any no objection/permission for mortgaging the said Flat or creating any charge or lien on the said Flat and notwithstanding the mortgages/charges/lien of or on the said Flat, the Promoter shall have first and exclusive charge on the said Flat and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to the Promoter under this Agreement or otherwise.

52. The Purchaser/s hereby nominates _____ having his / her / their address at _____ who is _____ of the Purchaser/s as his/her/their nominee in respect of the said Flat (“**the said Nominee**”). On the death and/or incapability of Purchaser/s, the said Nominee shall assume all the obligations of the Purchaser/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Purchaser/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoter shall only recognize the said Nominee or the nominee substituted by the Purchaser/s (only if such substitution has/have been intimated to the Promoter in writing) and deal with him or her in all matters pertaining to the said Flat. The heirs and legal representatives of the Purchaser/s shall be bound by any or all the acts, deeds, dealings, breaches,

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omissions, commissions etc. of and/or by the said Nominee. The Promoter shall at its discretion be entitled to insist on Probate/Succession Certificate/Letters of Administration and/or such other documents as the Promoter may deem fit, from such nominee. The nominee would be required to give an indemnity bond indemnifying the Owners/Promoter as may be necessary and required by the Promoter.

53. The Purchaser/s hereby agrees to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Purchaser/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser/s in complying/performing his/her/their obligations under this Agreement.

54. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore mentioned.

55. A notice shall be deemed to have been served as follows:
 (i) if personally delivered, at the time of delivery
 (ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same.

56. For the purposes of this transaction, the details of the PAN of the Promoter and the Purchaser/s are as follows:

- Promoter PAN : _____
- Sole/ First Purchaser PAN : _____
- Second Purchaser PAN : _____

57. The Parties hereto confirm that this Agreement constitutes the full agreement between the Parties hereto and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.

58. No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

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

60. The Purchaser/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for allotment of the said Flat including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.

61. The Purchaser/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said Property and the said Flat and has/have expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has/have entered into this Agreement and further agrees not to raise any objection in regard to the same.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the said Property)

_____ Promoter	_____ Sole/ First Purchaser	_____ Second Purchaser
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All that pieces and parcels of land bearing Survey No. 40, Hissa No. 4 (Part) and bearing City Survey Nos. 1763 and 1764 admeasuring 1,305 square yards equivalent to 1,097.11 square meters situated at Jivdaya Lane, Village Kirol-Kurla alongwith the following structures thereon: Jivdaya Co-operative Housing Society Ltd., consisting of Ground + 3 floors and bounded as follows:

- On or towards the **North**: By the property of Janji Ranji Shah
On or towards the **South**: By the property of Shankar Bhaguji Jadav
On or towards the **East**: By the Government Land
On or towards the **West**: By the Jivdaya Lane

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the common areas)

- (a) Staircase;
- (b) Staircase landing;
- (c) Entrance Hall;
- (d) Lift.
- (e) Open spaces.

THE THIRD SCHEDULE ABOVE Referred TO
(Description of Amenities in the said Flat)

List of Amenities for Residential:

Flat Features:

- 1. Vitrified 3' X 3' flooring in the flat;
- 2. Designers entrance door with Ultra-Modern Lock;
- 3. Imported skin moulded internal doors;
- 4. Anodized sliding windows with sun control glasses;
- 5. French windows in hall, bedrooms & kitchen;
- 6. One fixed mosquito net shutter to all windows;
- 7. Mineral gypsum plaster;
- 8. Plastic paint in entire flat;
- 9. Master key concept;

Kitchen Features:

- 10. Granite Kitchen platform with 1½ bowl S.S sink;
- 11. Water purifier point in kitchen;
- 12. PVC body antirust exhaust fan;

Electrical Features:

- 13. Concealed wiring with Anchor, Roma or equivalent modular switches;
- 14. Foot light in hall and bedroom;
- 15. A.C points in all rooms;
- 16. Safety features like MCB & ELCB;
- 17. Prewired internet & telephone connectivity;

Bathroom Features:

- 18. Antiskid rustic tiles in toilets;
- 19. Designer full height dado in toilets;
- 20. FRP waterproof doors to toilets;
- 21. Premium quality Jaguar C.P. fittings or equivalent;
- 22. American standard or equivalent sanitary wares;
- 23. Antirust PVC body exhaust fan in toilet;

24. Geyser in each bathroom;

List of Amenities for commercial:

- 1) The building shall be designed by the RCC/ Structural consultant as per the relevant IS codes;
- 2) The outer wall and inner wall shall be as per BMC Norms;
- 3) All inner walls in Shop / Premises with finished plaster with good quality paints (OBD);
- 4) 2 X 2 Vitrified tiles flooring of good quality shall be provided in Shop / Premises;
- 5) Concealed wiring, fuse tripper;
- 6) Two light points, one fan point and one extra point shall be provided in Shop / Premises;
- 7) Separate individual meters for commercial will be provided;
- 8) Rolling Shutter / Door shall be provided for all Shop / Premises;
- 9) As per BMC D.C. regulation loft shall be constructed in Shop / Premises.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

SIGNED, SEALED AND DELIVERED)
By the within named “Promoter”)
M/s. Sanghvi Constructions)
Through its Partner)
Shri Ramesh S Sanghvi)
In the presence of)

- 1.
- 2.

SIGNED AND DELIVERED)
by the within named “Purchaser”)
Mr./Mrs. _____)
_____)
_____)
_____)
In the presence of)

- 1.
- 2.

RECEIPT

RECEIVED on or before the day and the year first herein above written of and from the within named Purchaser/s’ _____, a sum of Rs. _____/- (Rupees _____ only) in the following manner:

Cheque No.	Date	Bank	Amount (INR)
	TOTAL		

**We say received,
For M/s. Sanghvi Constructions**

Partner / Manager

Witnesses:

- 1. _____
- 2. _____

Annexure “7”

Payment Schedule

The Sale Price* shall be paid by the Purchaser/s to the Promoter in the following manner:

Sr. No.	Particulars	%	Amount (Rs.)
1	On Reservation of Flat	10	
2	On Registration of Flat	20	
3	On Completion of Excavation work of the said building/wing	5	
4	On Completion of 2nd Basement work of the said building/wing	5	
5	On Completion of Plinth work of the said building/wing	5	
6	On Completion of Lower Ground Floor work of the said building/wing	5	
7	On Completion of Ground Floor work of the said building/wing	5	
8	On Completion of 1st Floor work of the said building/wing	5	
9	On Completion of 2nd Floor work of the said building/wing	5	
10	On Completion of Terrace Slab Work of the said building/wing	5	
11	On Completion of Internal walls, Internal Plaster, Internal Flooring, Door and Windows of Flat	5	
12	On Completion of Sanitary Fitting, Staircases, Lift wells, Lobbies work of Flat	5	
13	On Completion of External Plumbing, External Plaster, Elevation, Terraces with water proofing work of said Building/Wing	5	
14	On Completion of Lift, Water Pump, Electrical Fittings, Electro, Mechanical and environment requirement, entrance lobby, Plinth Protection, Paving of area appertain and all other work of said Building/Wing	10	
15	On Handing over possession of the said apartment on or after receipt of occupancy certificate or completion certificate of the said building/wing	5	
	TOTAL	100	

(*) The Sale Price is exclusive of any sums or amounts including applicable service tax, VAT/ GST and other taxes, cess, levies, fees and other charges of any nature whatsoever, as are or may be applicable on the Sale Price and/or payable hereunder or in respect of the said Flat and all such amounts shall be entirely borne and paid by the Purchaser/s on demand being raised by the Promoter.

Annexure “1”

Authenticated copies of Plan in respect of the said Property (to be annexed separately)

Annexure “2”

Authenticated copies of Property Register Cards in respect of the said Property (to be annexed separately)

Annexure “3”

Authenticated Copy of Latest IOD (to be annexed separately)

Annexure “4”

Authenticated Copy of CC (to be annexed separately)

Annexure “5”

Copy of Title Certificate given by Adv. Shilpa Baria (to be annexed separately)

Annexure “6”

Copy of the floor plan of the Flat (to be annexed separately)

Annexure “7”

Payment Schedule
(to be annexed separately)