

AGREEMENT FOR SALE

This Articles Of Agreement is made at Mumbai on this ____ day of _____, 20____,
Between M/s. Dipti Home Makers Pvt. Limited a Company incorporated under Companies Act 1965 having its registered office at 1, Hendre Castle, Gokhale Road (North), Dadar (West), Mumbai 400 028 through its Director **Mr. Chandulal K. Shah**, hereinafter referred to as the “the **Developers**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor or successors) of the **One Part.**

And Mr. / Mrs. _____ **Aged :** _____
years of Mumbai, Indian Inhabitant, residing at _____

hereinafter referred to as the “**Purchaser**” (which expression shall unless it be repugnant to the context or meaning there of mean and include his heirs, executors, administrators, and assigns) of the **Other Part:**

WHEREAS:

1. The **Surya Co-operative Housing Society Ltd** (hereinafter referred to as the “**said Society**”) The Society is absolutely seized or possessed of or otherwise well and sufficiently entitled to the said plot of land building standing thereon having ground and three upper storeys comprised of 24 flats & 07 shops situate and lying and bearing Plot No.60, CTS No.61, 61(1 to 3) of Ismaliya Village, Andheri Taluka in the Mumbai Suburban District known as "Surya Co-Operative Housing Society Ltd." admeasuring 875.13 Sq.mtr., and more particularly described in the FIRST Schedule hereunder written and shown on the plan marked as **Annexure "1"**. The said plot and the said existing building are hereinafter collectively referred to as “**the said property**”. A photocopy of the property card of CTS No.61, 61(1 to 3) of Ismaliya Village, Taluka: Andheri, Mumbai Suburban District, is annexed hereto and marked as **ANNEXURE-“2”**. The name of the said Society has been mutated in the Property Card.
2. The said building comprising of Two Wing, Ground + 3 upper floors and a small chawl at back side, having no lift, occupied by total 31 members, having 24 flats & 07 shops was constructed in the year 1980 and same was in a dilapidated condition and therefore the Society in their Special general Body Meeting dated 01.05.2010 decided to demolish the said building and to reconstruct the same by utilizing the entire FSI and TDR permissible to be consumed on the said Property and suitable offers were invited. Pursuant to the said resolution, the Society empowered the

Managing Committee to invite offers, and after acceptance of the offer by the Society to grant such development rights to the Developer and to execute the Development Agreement and other related documents.

3. Pursuant to the same the Society invited various offers and after scrutinizing all the offers, The offer of Developers M/s. DIPTI HOME MAKERS Pvt. LTD., was considered to be most competitive and hence accepted by the members in a General Body Meeting held on 01.05.2010 & 27.08.2011 and after obtaining consent of all the members a resolution granting the work of redevelopment to the said Developer was passed.
4. By the Development Agreement dated 1st March, 2012 executed and duly registered with the Sub-Registrar of Assurances at Bandra under serial no. VDR4/6764 of 2012 entered into by and between Surya Co-operative Housing Society Ltd and M/s. Dipti Home Makers Pvt. Limited, (hereinafter referred to as the "**Said Development Agreement**"), the Society has granted Development Rights in respect of the said Property in favor of the Developers i.e. **M/s. Dipti Home Makers Pvt. Limited** and also with the liabilities to provide to the members of the society an Alternate Permanent Accommodation in lieu of surrendering their existing Premises to the Developers on the terms and conditions mentioned therein.
5. The Developers are entitled to develop the said property and have demolished the existing structures on the said Property and constructing the building to be known as "Surya Co-operative Housing Society Ltd" in accordance with the plans approved by the MCGM.
6. M/S. DIPTI HOME MAKERS PVT LTD. / DEVELOPERS have decided to Re-Develop the said property as per provisions of the Development Control Regulations for Greater Mumbai, 1991 (the said DC Regulations) and other applicable rules and regulations to construct new building/s thereon by utilizing the full floor space index of the property and also by utilizing the Floor Space Index (FSI) acquired under Transfer of Development Rights (TDR) / Layout Road (FSI) permitted to the maximum permissible extent as per the Rules of the MCGM. The Developer has prepared the building plans as per their requirements and has got it sanctioned from the Municipal Corporation of Greater Mumbai (MCGM). The developer has the right to sell/allot or otherwise deal with or dispose of on ownership basis the entire constructed area in the building/s including the car parking spaces in the stilt area/puzzle car parking spaces to be constructed by them on the said property after giving the agreed area to the existing members of the society as well as the parking spaces as agreed in the re-development agreement dated 1st March, 2012 to

prospective buyer/s for such consideration amount/s and on such terms and conditions as the Developers may deem fit and proper and to receive all benefits and all consideration amount/s and carry out and perform all other acts and deeds as may be deemed necessary and/or required by the Developers (therein and hereinafter collectively referred to as the Development Rights) for the consideration and on terms and conditions therein contained.

7. The Developers herein have entrusted the work for Planning, Designing & Consultation to the Architects Mr. Rajendra Pagnis of M/s. Pagnis Arch Consultants Pvt Ltd who is registered with the Council of Architects and have also appointed Shri R. D. Deshpande, Structural Engineer as R.C.C. Consultant for preparation of the structural drawings and to supervise the construction work of the said property. The developer accepts the professional supervision of the Architect and the structural Engineer till the Completion of the Building.
8. The Developers have registered the building project of redevelopment of the Property under the provisions of the Real Estate (Regulation & Development) Act 2016 (hereinafter referred to as the `Act') and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on Website) Rules 2017 made thereunder (hereinafter referred to as the `Rules') with the Real Estate Regulatory Authority under No. _____ on _____, the authenticated photocopy whereof is annexed hereto as **Annexure `3'**.
9. The developers through their architects Mr. Rajendra Pagnis of M/s. Pagnis Arch Consultants Pvt Ltd have submitted the building plan of the proposed building on the Said Property, to the Bombay Municipal Corporation for the sanction and approval and the same is sanctioned by Bombay Municipal Corporation vide its **I. O. D. No. CHE/WS/1609/K/337 (NEW) DT. 14th FEB, 2017**. The said IOD has been sanctioned with deficiency in open spaces. The local authorities have granted to the Developers, the **Commencement Certificate bearing No CHE/WS/1609/K/337 (NEW) dated _____** for commencing the construction of the said Building. The photocopies of the IOD and Commencement Certificate are annexed hereto as **Annexures "4" and "5"** respectively. The Developer shall obtain the balance approvals from various authorities from time to time so as to obtain Building Completion Certificate or Occupancy Certificate of the Building;
10. The plans of the Premises agreed to be purchased by the Purchaser is annexed hereto and marked as **Annexure-"6"** and the list of the amenities and specifications including the fixtures and fittings, flooring, sanitary fittings, amenities, etc in the

Premises to be provided by the Developer in the Building is annexed hereto and marked as **Annexure-“7”**.

11. Prior to the execution hereof, the Purchaser has satisfied himself about the title of the Promoter to the Plot and shall not make any further investigation of title and no requisition or objection shall be raised on any matter relating thereto and that the Purchaser hereby accepts the title of the Property as per the Title Report given by the advocate of the Developers annexed hereto and marked as **Annexure-“8”**.

- a. The photocopies of:
- b. The block plan of the Plot
- c. The Property Register Card of the Plot
- d. The RERA Registration Certificate dated _____
- e. The IOD dated 14th Feb, 2017
- f. The Commencement Certificate dated _____
- g. The plans of the Premises agreed to be purchased by the Purchaser
- h. The list of the amenities and specifications and
- i. Title Report of the property are annexed hereto and marked as **Annexures `1' to `8'** respectively;

12. The developers have started the construction work of Residential building Viz. Stilt plus _____Storey Building with car parking spaces in the Stilt area/Puzzle Car Parkings hereinafter referred to as the SAID BUILDING on the said Property Plot in accordance with the sanctioned building plans and will be entitled to make such variations or amendments thereto as the Developers may in their absolute discretion deem fit and proper.

13. The Developers are entitled to sell/allot the flats/units/apartments alongwith car parking spaces in the Stilt area/Puzzle Car Parkings in the said Building and to enter into agreements with the purchasers/allottees thereof and to receive the consideration in respect thereof.

14. The Developer have given inspection to the Purchaser of all the documents relating to the Plot and the Building including the sanctioned plans designs and specifications prepared by the architects and such other documents as are specified in the Act and the Rules made thereunder. The Purchaser has perused such documents and has entered into this Agreement knowing fully well and understanding the contents and implications thereof. As also the developers have informed the Purchaser and the Purchaser is aware of, and the Purchaser has gone

through the terms and conditions of this Agreement for Sale and has accepted the same.

15. Prior to the execution hereof, the Purchaser has inspected all the documents of authority, sanctioned building plans, Re-Development Agreement with the said Society and the terms and conditions of said Agreement and Power of Attorney executed in favour of the developers & Developer's power, right and authority in respect of the said property and development and have fully satisfied themselves with regards to all of the above.
16. The Developer hereby declares that the FSI/development potential to the extent of 2747.204 sq mts shall be tentatively utilized in the construction of the Building on the Plot as follows:
 - a. Originating Floor Space Index (FSI) of 753.54 sq mts;
 - b. FSI credit by way of Development Rights of 678.186 sq mts;
 - c. FSI procured by payment of premium of 376.77 sq mts;
 - d. FSI from Road Setback 243.16 sq mtrs; and
 - e. Fungible FSI of 695.548 sq mts;
17. Out of the aforesaid total FSI/development potential, balance FSI/development potential to the extent of _____ sq mts has remained unutilized. Such balance unutilized FSI/development potential alongwith other further future additional FSI/development potential in respect of the Plot shall be utilized by the Developer in the construction of vertical extension/s or horizontal annexe/s to the Building on the Plot;
18. Over and above the presently available/unutilized FSI/TDR/fungible FSI as aforesaid, the Developers will always be entitled to use utilise and load on the said Plot such other/further/additional FSI/TDR and all other development potential advantages benefits profits and privileges that shall become available in respect of the said Plot in the future in the construction of additional flats/units/apartments etc in the vertical extension or horizontal annexe to said Building;
19. The Developer will be entitled to get amended, revised and sanctioned the building plans for construction of such additional flats/ units etc in the Building on the Plot by utilizing such other further additional/unutilized FSI/ TDR/fungible FSI/other development potential or otherwise
20. The Purchaser offered to purchase from the Developer the Flat No. _____ having carpet area of _____ Square Feet (RERA carpet area excluding the area covered

by external walls, service shafts, exclusive balconies, patios, terraces etc (if any) attached to the Premises) equivalent to _____ sq. mtrs. i.e. _____ sq. mtrs. of Built-up Area on the _____ Floor of the Building to be known as '**Surya Co-operative Housing Society Limited**' to be constructed on the Plot as hereinafter setout and more particularly described in the Second Schedule hereunder written shown by red colour outline on the plan thereof annexed hereto and marked as **Annexure `7'** (hereinafter referred to as the '**Premises**'))

21. Relying upon such offer and application the Developer has agreed to sell/allot to the Purchaser the Premises for a lumpsum consideration of Rs _____/- (Rupees _____ only) and on the terms and conditions hereinafter appearing;

22. The Developer has registered the building project for redevelopment of the Property under the provisions of the Act with the Real Estate Regulatory Authority as aforesaid. Hence under sec 13 of the Act the Developer is required to execute a written Agreement for sale of the Premises with the Purchaser, being infact these presents and also to register this Agreement under the Registration Act, 1908.

23. The Developers will be selling the flats in the said building which is being constructed on the said Property on what is popularly known as Ownership Basis with a view that, ultimately the purchasers of all flats shall be enrolled as members of the existing Surya Co-op. Housing Society Ltd. and upon each of the purchaser paying in full the amount payable by him to the developer for the purchase of the flat and other expenses and complying with all the terms and conditions to be observed and performed by each and of such purchaser under this Agreement. The Developers alone have the sole and exclusive right to sell and dispose off the flat on ownership basis and to enter into agreement with the buyers thereof in their own name and to receive the sale proceeds in respect thereof from the purchaser.

24. In the foregoing Agreement the term '**Premises**' shall include the flat hereby agreed to be sold/allotted. The term '**Purchaser**' shall include the purchaser of premises and shall also include the plural and/or feminine gender of the term '**Purchaser**'.

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

1) The developer shall construct the said building on the said property in accordance with the plans, designs, specifications, approved by Bombay Municipal Corporation from time to time with only such variations and modifications as the developer may

deem fit to consider necessary or as may be required by the Municipal Corporation of Greater Mumbai or Government or any Competent Authority to be made in them or any of them.

- 2) The Purchaser hereby agrees to acquire and purchase from the Developers and the developers hereby agrees to sell to the flat Purchaser the Flat No. _____ having carpet area of _____ Square Feet (RERA carpet area excluding the area covered by external walls service shafts exclusive balconies patios terraces etc (if any) attached to the Premises) equivalent to _____ sq. mtrs. i.e. _____ sq. mtrs. of Built-up Area on the _____ Floor as shown on the floor plan thereof hereto annexed and marked as **Annexure “7”** in the said building to be known as **“Surya Co-operative Housing Society Limited”** for a lumpsum consideration of **Rs. _____** (Rupees _____ Only). The purchaser agrees to pay the abovementioned lump sum consideration for the said property in the following manner:-

On intiation of	Percentage	Amount in rupees (Rs.)
At the time of booking	15%	
Plinth Slab	30%	
2nd slab	4%	
4th slab	4%	
6th slab	4%	
8th slab	4%	
10th slab	3%	
12th slab	3%	
14th slab	3%	
Brick Work & Plaster	10%	
Tiling and Plumbing	10%	
Electrical Work	5%	
Possession	5%	
TOTAL	100%	

- i. The consideration hereinabove stated includes the 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 Third Schedule annexed herewith.
- ii. The full consideration 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 the sale of the Premises up to the date of handing over the possession of the Premises.

- iii. 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 Developer undertakes and agrees that while raising a demand on the Purchaser for increases in development charges, cost or levies imposed by the competent authorities etc, the Developer shall enclose the notification/order rule/regulation published/issued in that behalf alongwith the demand letter being issued to the Purchaser which shall only be applicable on subsequent payments.
- iv. The Purchaser does hereby irrevocably authorize the Developer 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 Developer may in their sole and absolute discretion deem fit. The Purchaser agrees and undertakes not to object obstruct question or challenge the Developer adjustments/appropriations of his payments in any manner and under any circumstances whatsoever.
- v. The Purchaser shall pay the amounts as mentioned hereinabove and all other amounts required to be paid by the Purchaser to the developer under this agreement on or before the due dates to the developer on intimation received by purchaser from the developer within Seven days from receipt of the intimation. The Purchaser shall not challenge the said intimation and same shall be final conclusive and binding on the Purchaser. The Purchaser shall pay the amounts as aforesaid on due dates without fail and without any delay and defaults, on time. Time in respect of the said payments, is an essence of the contract and any delay or default in the payment shall automatically make this agreement null and void or terminate this contract and the purchaser shall have no rights, title, interest or claim or demand or any nature whatsoever either against property or developer and the developer shall be entitled to sell or dispose off the same premises to any other party as the developer may deem fit.
- vi. If any default is committed by the Purchaser in making payment of amount under this Agreement or otherwise without prejudice to his other obligations and liabilities that may arise in that event the Purchaser shall be liable to pay and does hereby irrevocably agree and undertake to pay to the Promoter, the amount payable alongwith the simple interest calculated thereon from the due date of such amount till the date of its payment. The rate of interest shall be calculated as per

the provisions of Rules 18/Chapter IV of the Rules. The Promoter will have a first lien and charge on the Premises agreed to be purchased by the Purchaser in respect of any amount remaining unpaid by the Purchaser under this Agreement.

vii. On the Purchaser committing any three (3) defaults in payment of the consideration or any other amount due and payable by the Purchaser to the Promoter under this agreement (including proportionate share of taxes and/or increases levied by the concerned local authority maintenance charges and any other outgoings) or upon the Purchaser committing a breach of any of the terms and conditions herein contained, the Promoter shall be entitled at their sole option to unilaterally terminate cancel and revoke this Agreement. Provided that the Promoter shall give a prior notice of fifteen (15) days in writing to the Purchaser by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser of their intention to terminate this Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period. Thus the Promoter shall be entitled to terminate this Agreement. The unilateral termination of this Agreement by the Promoter will be binding on the Purchaser and the Purchaser will not raise any objections in that behalf. Upon termination of this Agreement:

a) They will be entitled and authorized to unilaterally amounts till then paid by the Purchaser to the Promoter as and mutually agreed and quantified liquidated damages;

b) The amounts so forfeited by the Promoter will be appropriated by the Promoter unto itself as it may deem fit;

c) The Purchaser will not be entitled to remain in the use occupation enjoyment or possession of the Premises and the Promoter will be authorized to resume the possession thereof from the Purchaser;

d) The Promoter will be entitled and authorized to sell the Premises to any other person or persons for such consideration and upon such terms and conditions as they may deem fit and proper and the Purchaser will not object or question the same;

and

e) However, Stamp duty, Registration charges, GST, TDS or any other statutory dues paid by the Purchaser will be non-refundable and the Purchaser shall have no right to claim any repayment or reimbursement thereof.

3) The Developer 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 2% of the carpet area thereof as herein setout. The consideration payable for the Premises shall be recalculated upon confirmation by the Developer. If there is any reduction/decrease in the carpet area of the Premises beyond 3% then the Developer 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 an excess consideration was paid by the Purchaser. If there is any increase in the carpet area of the Premises beyond 2% the Developer shall demand additional amount from the Purchaser as per the next installment of the consideration as per clause 2 above. All these monetary adjustments shall be made at the same rate per square foot as agreed in Clause 2 of this Agreement.

- 4) The Developer 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.
- 5) The Purchaser hereby expressly agrees confirms and declares as follows:
 - a. The Developer alone will be entitled to use utilize consume or assign the originating available/unutilized FSI, the external FSI credit of way of Transferable Development Rights, the FSI permissible and/or granted by the Government/local bodies/ authorities by payment of premium/ compensation and all other development potential of the Plot presently utilized and in addition thereto to utilize the fungible FSI and FSI granted for staircases lifts landings balconies lobbies FSI etc or any other advantage benefit profit privilege or development potential which is presently available in the construction of the Building;
 - b. The Developer or its assigns or nominees will be entitled to use utilize and consume such unutilized or balance FSI if any or the additional/balance FSI TDR fungible FSI that may become available in the future in respect of the Plot on account of relaxations modifications or amendments to the building regulations or as a result of any special concession that may be granted by the MCGM and/or State of Maharashtra or otherwise or any other such advantage benefit profit privilege or development potential of or arising out of the Plot or any part or portion thereof by constructing a vertical extension or horizontal annexure to the Building or any part thereof or by construction of additional flats, parking spaces etc elsewhere on the Plot;

- c. For the purposes of construction of such additional premises and to utilize such additional further or future FSI/TDR or other development potential etc as aforesaid, the Developer or its assigns or nominees are hereby authorised and will be entitled to enter upon the Plot and the Building or any part thereof and construct columns beams pillars and other external supports and members to the Building or any part thereof and that the Purchaser will not raise objection thereto;
 - d. The Purchaser hereby expressly agrees that all necessary facilities assistance and co-operation will be rendered by the Purchaser to the Developer to enable the Developer to make any additions and/or alterations and/or to raise additional floor or floors or structures in accordance with the amended or modified plan sanctioned by the Municipal authorities or otherwise. The Purchaser hereby further agrees and undertakes that after the Organization (as is hereinafter stated) is registered the Purchaser as a member or shareholder of such Organization, shall accord his consent to such Organization giving to the Developer full facility assistance and co-operation to enable the Developer to enter upon the Plot and the Building and to construct additional floors above the Building or any part or portion thereof and also change the user thereof and also for the aforesaid purpose to shift the water tanks and other structures etc on upper floors or floor when so constructed;
 - e. In case of any increase in the present originating FSI TDR or development potential of the Plot due to change/amendment in the development plans including in DP 2034 then and in such an event the Developer intends to use such increased development potential in the construction of additional premises in the vertical extension above the Building, the Purchasers of such residential premises shall be admitted as the members of the Organization. The Purchaser has understood such aspects of construction of the premises in the future specific area in the vertical extension of the Building and the Purchaser shall not obstruct hinder hamper and object to the same.
- 6) The developer hereby agreed to observe perform and comply with all the terms & conditions, if any which may have been imposed by the Municipal Corporation of Greater Mumbai at the time of sanctioning the said plan or thereafter and shall before handing over possession of the Premises to the Purchaser obtain from the concerned local authority the Occupation Certificates in respect of the Premises.

- 7) Without prejudice to other rights of the developer under this agreement, the purchaser agree to pay the developer interest @ 18% per annum or as specified under the RERA Act, 2017 on all the delayed amount which becomes due and payable by the Purchaser to the developer under the terms of this agreement and the payment of which is delayed on the part of the Purchaser, from the date when the amount become due till the date on which the payment is made.
- 8) (i) The Purchaser along with the purchasers of the other flats/units in the said Building will be entitled to use the water tanks, pump room access areas, lifts, staircase, lobbies, landings, society office more particularly described in the **THIRD SCHEDULE** hereunder written (hereinafter referred to as the '**Common Areas**'). Unless and until the Developers expressly sell assign transfer or in any manner allot/grant the rights to use utilize or occupy the overhead terrace, pocket terraces appurtenant or adjoining to any premises or otherwise parapets or external walls blank walls and other walls or any other areas compounds or portions of the said Building on the said Plot more particularly setout in the **FOURTH SCHEDULE** hereunder written shall hereinafter be referred to as the '**Restricted Areas**'). Unless and until the Developers expressly sell assign transfer or in any manner grant the rights to use utilize or occupy the Restricted Areas or any part or portion thereof, the Developers will be deemed to be in the possession of the same. Further the Developers their agents servants licensees transferees or assigns will always be entitled and authorised to have the uninterrupted access and use of the said Restricted Areas for such purposes as the Developers their assigns transferees or agents may deem fit. The Purchaser does hereby agree and undertake not to, in any manner whatsoever, obstruct hinder hamper or object to the Developers or their agents servants licensees transferees or assigns being in the exclusive use occupation enjoyment and possession of the said Restricted Areas or any part or portion thereof and using the same for the Developers purposes as aforesaid;
- (ii) The Developers will be entitled to transfer/assign all or any of the aforesaid rights hereby retained and reserved by them to any other person or persons for such consideration and on such terms as they may deem fit and that the Purchaser does hereby expressly agree and undertake that he will not claim or charge and that he will not hinder hamper obstruct or in any manner object to the same. Such transferee/assignee will be entitled to all or any of the aforesaid rights without any payment or any kind to contribution of and without any objection or obstruction of the Purchaser or the said Organisation.
- (iii) It is further expressly agreed and understood by and between the parties hereto that nothing contained in this agreement is intended to be or 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. It is expressly agreed and understood by and between the parties hereto that save and except the Premises, the Purchaser shall not claim any rights in the Plot or the Building including the Common Areas or Restricted Areas. Unless expressly sold/allotted by the Developer all the Restricted Areas unutilised FSI fungible FSI or additional FSI or TDR or any other benefit privilege or advantage that may hereafter become available in respect of the Plot will always remain the property of the Developer. The Developer is entitled to and are hereby expressly authorized to sell dispose of or allot the Restricted Areas of the Plot or the Building or any part thereof including the unutilised FSI fungible FSI or additional FSI or TDR or any other benefit privilege or advantage or development potential as aforesaid or create any third party rights in favour of such persons for such consideration and on such terms and conditions as he may deem fit and proper in their absolute discretion. Upon the Plot and the Building being transferred to the Organisation as is hereinafter stated, the Deed of Transfer will contain the necessary covenants reserving to the Developer the aforesaid rights or such of them as the Developer may deem fit and proper.

- 9) The Purchaser has clearly understood the implications of the above provisions. The aforesaid conditions are the essence of the contract and only upon the Purchaser agreeing to the said conditions as a condition precedent, the Developers have agreed to sell the said Premises to the Purchaser. The Purchaser shall not be entitled to object to any of the aforesaid provisions rights and authorities hereby granted to the Developers or claim any reduction in price of the said Premises on such or other grounds like damage hardship or inconvenience or any other grounds including obstruction of air light or otherwise in respect of the said Premises or any portion of the said Plot
- 10) In normal conditions the developer will give possession of the flat to the Purchaser on or before 31st Dec, 2023. Under no circumstances, the possession of the FLAT shall be given or handed over by the developer to the purchaser unless and until all the payment under this agreement is duly paid by the purchase to the Developer. If the Developers fail or neglect to give possession of the Flat to the Flat Purchaser on account of any reasons beyond their control and/or of their agents by the aforesaid date then the Developers shall be liable within fifteen (15) days of the date of demand in writing by the Flat Purchaser to refund to the Flat Purchaser the amount already received by them in respect of the Flat with simple interest at the rate specified under the RERA Act, 2017 from the date the Developers received the same till the date the amounts and interest thereon are repaid. Provided that by mutual consent it is agreed that under any dispute whether the specified stipulations have been satisfied or not,

will be referred to the Architect of this project who will act as sole Arbitrator and whose decision shall be final, conclusive and binding upon the parties hereto and any one claiming under them. PROVIDED HOWEVER that the Developers shall be entitled to reasonable extension of time for giving delivery of Flat if the completion of building in which the Flat is to be situated is delayed on account of :

- (a) Reasons beyond the control of the developer as provided under Section 8 of the Maharashtra Ownership Flats Act, by the aforesaid date/s or
- (b) Non-availability of steel and/or cement or any such building material or by reason of War, Civil commotion, Riots or any act of God viz. Major Earthquake, floods, etc or any prohibitory order of any court against development of property or
- (c) Any notice, order, rules, notification of the Government and/or other public or competent authority; or
- (d) Changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
- (e) Delay in grant of any NOC/ permission/ licence/ connection for installation of any services, such as lifts, electricity and water connections and meters to the project/flat/road or completion certificate from appropriate authority; or
- (f) Delay or default in payment of dues by the purchaser under these presents (without prejudice to the right of the developer to terminate this agreement under clause 4 mentioned hereinabove), in that event the period of possession will automatically stand extended.
- (g) Any other factors which may disturb the schedule of construction.

11) The Purchaser shall take possession of flat within 15 days from the developer giving written notice to the Purchaser intimating that the said flat is ready for use and Occupation against payment of the balance consideration and other amounts payable under this agreement. If the Purchaser fails to take possession within stipulated time the developer is free to terminate this agreement and sell or transfer the flat to any Third Party. The Purchaser shall use the flat any part thereof Permit the same to be used for purpose of Residence as per the terms and conditions imposed by Bombay Municipal Corporation at the time of sanctioning plans /revised plans. But it shall not be used for carrying out any manufacturing process or industry or commercial activity, office, etc. The parking space allotted, if any has been exclusively granted to the Purchaser for the purpose of parking his own vehicles. Save and except the Purchaser no other person shall be entitled to use or occupy such parking space.

12)The Purchaser along with other purchaser of flat in the building shall join in as member of Surya Co-operative Housing Society and shall also from time to time sign and execute the application for registration or membership and other papers and documents and for becoming a member, including the bye laws of the proposed Condominium/Co-operative Housing Society and duly filled in, sign and return to the developer within seven days of the same being forwarded by the developer to for the register the condominium or Co-operative Housing Society. No objection shall be taken by the Purchaser, if any changes or modifications are made in the draft by laws or other such documents as the Competent Authority under the Maharashtra Ownership Act or Maharashtra Co-op. Housing Society or any other relevant law directives. The purchaser agrees to purchase the requisite number of shares at his cost and also agrees to contribute to all the charges required for the formation and registration of Association.

13)(A) Subject to the Developer having procured the Occupation Certificate from the appropriate authority and subject to the Purchaser having paid all the amounts hereunder (with/without interest) as the case may be) the Purchaser shall take possession of the Premises within fifteen (15) days of the Developer giving written notice to the Purchaser intimating that the Premises is ready for use and occupation. Upon receiving a written intimation from the Developer as aforesaid the Purchaser shall take possession of the Premises from the Developer by executing all necessary indemnities, undertakings and such other documentation as prescribed in this Agreement. After the expiry of such period of fifteen (15) days, irrespective whether the Purchaser takes possession of the Premises or not he will be liable to bear and pay the amounts as setout in clauses 13) to 14) hereof. The Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Developer. The Developer on their behalf shall offer the possession of the Premises to the Purchaser within seven (7) days of receiving the Occupation Certificate in respect thereof.

(B) The Purchaser hereby agrees to bear proportionate charges in respect of levy of all types of present or future, new taxes, such as GST charges, cesses, funds etc. levied by Bombay Municipal Corporation or Govt. or any other Competent Authority or body.

(C) The Purchaser does hereby expressly unconditionally and irrevocably agree and undertake to bear pay or reimburse to the Developers the amounts of 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 said Premises or any amenities facilities services relating thereto. Such payments reimbursements shall be made by the Purchaser to the Developers proportionately alongwith payments/installments of consideration under clause a) hereof or within fifteen (15) days from the date of the intimation by the Developers in that behalf or as the Developers may require. In case of any deficit amount payable by the Purchaser to the Developers for and on account of the aforesaid or other payments under this Agreement, then the same shall be paid or reimbursed by the Purchaser to the Developers before accepting possession of the said Premises. The Purchaser does hereby further agree and undertake to indemnify and keep the Developers 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 GST or other statutory liabilities or payments whatsoever.

(D) 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 percent only) out of the consideration under clause a) hereof as and by way of Tax Deducted at Source. The TDS should be deducted and deposited as aforesaid, simultaneously upon 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. The Purchaser will also be bound and liable to provide to the Developers the authenticated copy 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 Developers in that behalf. The Developers 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.

(E) Of and from the date of possession of the said Premises being handed over/offered to be handed over by the said Developers to the Purchaser, the Purchaser will be bound and liable to bear pay and reimburse to the Developers or their successors or assigns and/or person or persons claiming under them the proportionate local taxes betterment charges water charges insurance premium (including any increases therein) charges for common lights repairs running and maintenance of common passenger lifts, water pumps, goods lifts, car lifts, salaries of clerks bill collectors watchmen sweepers other employees personnel and such other taxes, charges, cesses, dues and duties as may be levied by the concerned local authority and/or government

in respect of the said Plot with the said Building and the said Premises and all other expenses necessary of and incidental to the management and maintenance of the same. The same shall be in the proportion that the area of the said Premises bears to total area of the said Building. The amount of municipal taxes, dues, duties and outgoings shall only be finalized and crystallized upon the assessment of the said Building being completed by the municipal bodies and authorities. Hence pending the determination of the amount of municipal taxes dues duties and other payments, the Purchaser will be bound and liable to bear and pay to the Developers and the Developers will be entitled to recover from the Purchaser, the provisional monthly contribution which will be calculated at the rate of Rs. 10/- (Rupees Ten Only) per square feet of the carpet area of the said Premises per month or at such rate as the Developers may decide from time to time. However upon the assessment of the said Building being completed by the local authorities and bodies in the event of there being any deficit/in the amount of provisional monthly contributions then the Purchaser does hereby agree and undertake to duly fully and promptly bear pay and/or reimburse the said to the Developers. Such provisional contribution will be utilized to pay and settle the aforesaid dues duties maintenance charges outgoings etc. The aforesaid payment shall be borne paid and reimbursed by the Purchaser to the Developers until the said Plot with the Building thereon being transferred in favour of the Society and the accounts and records being handed over to such Society. Before possession of the said Premises is handed over to him the Purchaser will deposit and keep deposited with the Developers the provisional monthly contribution for a period of twelve (12) months which at the rate as aforesaid aggregates to Rs _____/- or such amount as the Developers may stipulate from time to time. The deposit as aforesaid will remain with the Developers as a security for regular payment of the dues payable as aforesaid. The deposit so paid by the Purchaser to the Developers will not carry any interest and shall remain with the Developers subject to the disbursements there from of the amounts for the purposes aforesaid. These charges shall become due and payable from the date of receiving Full Occupation Certificate or date of this Agreement; whichever is later.

14) Over and above and in addition to the consideration under clause 2 above, the Purchaser shall pay on or before possession of the Premises being handed over/offered to him by the Developer the non refundable and non accountable costs charges and expenses as under:

- (i) Rs. 1100/- towards share money, entrance fee and transfer fees of society in favour of the Society
- (ii) Rs. 25,000/- towards Electric Meter Deposit and Cable Laying charges.
- (iii) Rs. 25,000/- towards Premium charges to Society in favour of the Society

present the same for Registration in the office of the Sub Registrar of Assurance Andheri. Upon the advance notice being given in writing to the developer about the time and date of lodging the document for registration, the developer shall attend the office of Sub Registrar for the execution of the Deed.

18) The Purchaser has no claim save and except in respect of the particular flat agreed to be purchased by him under this Agreement, and the other flat or any portion of the Building Terrace of building or the open space or side margin space parking space, covered parking, staircase, recreation areas, lobbies, Unsold Terrace. Top Terrace unused F.S.I. future F.S.I./T.D.R. rights F.A.R. rights advertising space, corridor and other common areas and facilities for which contribution is not collected from the purchaser by the developer will remain the property of the developer and developer will be entitled to dispose off or sale out it in any manner with or without consideration to any prospective purchaser which the developer thinks fit. All lobbies, open spaces, staircases, water tanks, terraces, parapet walls external wall, etc. will remain the property of the developer until the said development of the property is handed over to the Co-operative Society as herein provided.

19) That purchaser/s for himself/ herself with intention to bring all persons into whatsoever hands the SAID flats, may come, doth hereby covenant with the Developers as follows:

- a) To maintain the flat on the Purchaser's own cost in good, tenantable repairs and condition from the date of the possession of the flat is taken and shall not do or suffer to be done in or to the building in which the flat is situated staircases or passages which may be against the rules, regulations or bye laws of concerned local or any other authority, or change alter or make additions in or to the building in which the flat is situated and the flat itself or any part thereof.
- b) Not to store in the flat any goods which are of hazardous, combustible or dangerous in nature or so heavy as to damage the construction or structure of the building in which the flat is situated or any other goods which are objected by the concerned local or any other authority and shall not carry any heavy packages whereby other floors may get damaged or are likely to damage the staircases, common passages or any other structures of the building in which the flat is situated including entrance of the building in which the flat is situated or the flat on account of negligence or default of the purchaser in this behalf, the purchaser shall be liable for the consequences of the damages and shall have to compulsorily compensate for the same.

- c) To carry out at his own cost all internal repairs of the said flat and maintain the flat in the same conditions, stage and order in which it was delivered by the developer to the Purchaser and shall not do or suffer to be done, anything in or to the building in which the flat is situated which may be against the Rules and Regulations and bye laws of the concerned Local Authority or any other Public Authority. And in the event of the Purchaser committing any act in contravention of the above provisions the purchaser shall be personally responsible and liable for the consequences thereof to the concerned local authority and/or other Public authority and/or Co-op Society.
- d) Not to demolish or cause to be demolished the flat 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 flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated and shall keep the portion, sewers, drain pipes, water pipes electric wiring etc. in the flat and apertances thereto in good tenantable repairs and conditions and in particular so as to support, shelter and protect the other parts of the building in which the flat is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the flat without the prior written permission of the developer and/or the Co-operative Society/Condominium.
- e) Not to affix box grills or any other enclosures or additions or projections of any nature whatsoever to the Premises or any part thereof other than provided by the Developer;
- f) The window airconditioners or split unit airconditioners should be appropriately installed in the place provided therefore.
- g) Not to do or permit to do any act or thing which may render voidable any insurance of the said land building in which the flat 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 refusels or permit the same to be thrown from the said flat in the compound or any portion of the said land and the building in which the flat is situated.

- i) Pay to the developer within 7 days of demand by the Developer his share of security deposits & other deposits, fees, charges, demanded by concerned local authority, Government for giving water, electricity or any other services connection to the building in which the flat is situated.
- j) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned authority and/or Government and/or other public authority on account of charges of user of the flat by the Purchaser viz. user for purpose other than for residential purpose.
- k) The Purchaser hereby undertakes that Purchaser will not carry on any illegal business/profession in the flat agreed to be purchased and further agrees and undertakes that he himself or through his nominee/tenant/occupier shall not carry on any such business/profession which may illegal/antisocial/anti-national etc., which may tarnish the reputation of the developer and cause nuisance to neighbouring flat holders. It is understood that in the event of the Purchaser carrying on any such illegal business/es in the said flat whether directly or indirectly through his/her/their agent or tenant, the developer shall be entitled to cancel this agreement in the interest of public, peace and tranquility and have the Purchaser evicted from the flat.
- l) The purchaser shall not let, sub let, transfer, assign or part with, purchaser's interest or benefit factor of this Agreement or part with the possession of the flat until all the dues payable by the purchaser to the developer under this agreement are fully paid up and only if the purchaser had not been guilty of or breach or non observance of any of the terms and conditions of this Agreement and unless and until the purchaser has intimated in writing to the developer and obtain written consent of the developer. Such transfer shall be only in favour of the Transferee as may be approved by the developer and not otherwise.
- m) The purchaser shall observe and perform all the rules and regulations which the Co-operative Society/Condominium may adopt at its inception or the additions, alterations or amendments thereof that may be made from time to time for protection of the said building and the flat 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 shall also observe and perform all the stipulations and conditions laid down by the Co-operative Society/Condominium regarding the use and occupation of the flat in the building and shall pay and contribute regularly and punctually towards the

taxes, expenses or other outgoings in accordance with the terms of this agreement.

20) 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 plot and building or any part thereof. The purchaser shall have no claim save and except in respect of the flat hereby agreed to be sold to him and all open spaces, lobbies, staircases etc. will remain the property of the developer until the development of the building is handed over to the Co-operative Society hereinbefore mentioned as more particularly described in this agreement.

21) The Promoter hereby represents and warrants to the Purchaser as follows:

- a. The Promoter has clear and marketable title to the Plot. The Promoter is entitled to develop the same. The Title Certificate in that behalf is annexed hereto as Annexure '9'. The Promoter is in actual physical and legal license/possession of the Plot for the redevelopment thereof;
- b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out redevelopment of the Plot and shall obtain requisite approvals from time to time to complete the redevelopment thereof;
- c. There are no encumbrances on the Plot except those disclosed hereinabove;
- d. There is no litigation pending before any Court of law with respect to the Plot except those disclosed hereinabove;
- e. All approvals, licenses and permits issued by the competent authorities with respect to the construction of the Building on the Plot 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 Plot and the Building shall be obtained by following due process of law. The Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Plot and the Building to be constructed thereon;
- f. The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser 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 Plot/Building and/or the Premises which will in any manner affect the rights of the Purchaser under this Agreement;
- h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Premises to the Purchaser in the manner contemplated in this Agreement;
- i. 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 Plot/redevelopment thereof to the competent Authorities;
- j. 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 Plot has been received or served upon the Promoter in respect thereof except those disclosed hereinabove.

22) The Purchaser represents and warrants to the Promoter as follows:

- a. The Purchaser has the full legal capacity and authority to enter into this Agreement and to execute, deliver and perform this Agreement;
- b. If the Purchaser is an incorporated entity, it is duly incorporated or organised 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 authorised by all necessary corporate or other action of the Purchaser; and
- c. This Agreement is validly executed and constitutes the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms.

23) The Purchaser hereby grants his express consent to the Promoter to raise any loan or any other financial facility against the Plot and/or the Building or the premises under construction. This consent is on the express understanding that such liability shall be cleared by the Promoter at its own expenses prior to the handing over of the Plot or any other portion thereof as hereinabove stated.

- 24) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective purchaser of the flat and such terrace spaces are intended for the use of the respective terrace Flat Purchaser. The Flat Purchaser shall not enclose the said terrace till the permission in writing is obtained from the concerned local authority and the Developers or Co-operative Society as the case may be.
- 25) Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this agreement or any forbearance of or giving of time to the Purchaser by the Developers shall not be construed as a waiver on the part of the Developers 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 Developers.
- 26) For the better and more convenient use and enjoyment of the said Premises and at the request and direction of the Purchaser, without any consideration whatsoever, the Developers do hereby allot to the Purchaser _____ Car parking space in the Puzzle parking area of the Building. Such car parking space will be deemed to form a part and parcel of the said Premises and the provisions hereof will apply mutatis mutandi to such car parking space(s).
- 27) All out of pocket costs, charges and expenses including the stamp duty, registration charges of and incidental to this agreement and service tax (if applicable) shall be borne and paid by the Purchaser alone. If due to any changes in Government Policy and by virtue of the same if any additional stamp duty, registration charges and/or any other taxes/rates are levied the same shall be also paid by the Purchaser.
- 28) In this Agreement wherever it is stipulated that the Purchaser is liable to make any payments in common with other purchasers/allottees of the other flats/tenements in the Building, then such payments shall be in the proportion that the carpet area of the Premises bears to the total carpet area of all the flats/tenements/premises in the Building.
- 29) The developers shall have full and absolute authority and control as regards the unsold flats in the building or other premises or in the said additional floors and the disposal thereof.
- 30) 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 Premises shall equally be applicable to and enforceable against any subsequent

purchasers being the nominees/ assignees of the Purchaser or the Purchaser's heirs/executors/assigns/ successors in title as the said obligations go alongwith the Premises for all intents and purposes.

31)The Purchaser hereby agree with the Developer that, the name of complex will always remain as “**SURYA Co-operative Housing Society Limited**” and any time in future this name will not be changed by the Purchaser or Association of purchaser.

32)The Income Tax Permanent Account Numbers of the parties hereto are as under:

a. Dipti Home Makers Private Limited (Developers) : AAACD3545L

b. _____(Purchaser):

c. _____(Purchaser):

33)That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D Under Certificate of Posting at their respective addresses specified hereinabove. It shall be the duty of the Allottee 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 Allottee, as the case may be.

34)That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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 Allottees.

35)The Purchaser hereby declares that he has gone through the Agreement and all the documents related to the said property and the premises purchased by the Purchaser and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this agreement. All notices to be served on purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the purchaser under registered post on his/her address mentioned above.

36)The forwarding of this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly the Purchaser signs and delivers this Agreement with all the schedules alongwith the

payments due as stipulated in clause 1(A) above within thirty (30) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Promoter. If the Purchaser fails to execute and deliver to the Promoter this Agreement within thirty (30) days from the date of its receipt by the Purchaser and/or appear before the Sub Registrar for its registration as and when intimated by the Promoter then the Promoter shall serve a prior written notice to the Purchaser for rectifying the default which if not rectified within fifteen (15) days from the date of its receipt by the Purchaser then the application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned by the Promoter to the Purchaser without any interest or compensation whatsoever.

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

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

39) 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 courts at Mumbai alone will have the jurisdiction for this Agreement.

40) This agreement shall be subject to the provisions of The Real Estate (Regulation & Development) Act, 2016 and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on Website) Rules 2017.

41) 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.

THE FIRST SCHEDULE HEREUNDER WRITTEN:

(Description of the plot)

ALL that free hold piece and parcel of land being situated bearing C.T.S No 61, 61 (1 to 3) of Village Ismailia, Plot No. 60 Natwar Nagar Road No.1 Jogeshwari (E), Mumbai 400 060 admeasuring 875.13 sq mts existing building comprising of having Two wing with Ground + 3 upper floors occupied by 31 members having 24 flats & 07 Shops, No Lift, thereabouts along with the existing structure bounded as follows:-

On or toward the West	: 9.15 mtrs wide road
On or toward the South	: Natwar Nagar Road No. 2
On or toward the North	: Natwar Nagar Road No. 1
On or toward the East	: Plot No. 62

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

(Description of the Premises)

ALL THAT Flat No. _____ having carpet area of _____ Square Feet (RERA carpet area excluding the area covered by external walls service shafts exclusive balconies patios terraces etc (if any) attached to the Premises) equivalent to _____ sq. mtrs. i.e. _____ sq. mtrs. of Built-up Area on _____ Floor of the building known as “Surya Co-operative Housing Society Ltd” under construction on the Plot described in the First Schedule hereinabove stated.

THE THIRD SCHEDULE HEREUNDER WRITTEN:

(Description of Common Areas)

- 1) Common Staircases
- 2) Underground Water tank
- 3) Overhead Water tank
- 4) Pump room
- 5) Lifts
- 6) Society Office

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:

(Description of Restricted Areas)

- 1) Overhead terrace alongwith its external peripheral walls
- 2) Pocket Terraces
- 3) Parapets and other external walls blank walls
- 4) Recreation Area

- 5) Stilt stacked car parking spaces
- 6) Compound and other open areas
- 7) Lobbies
- 8) Landings
- 9) Passages

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

SIGNED SEALED AND DELIVERED by)
SHRI CHANDULAL K. SHAH, DIRECTOR)
of **MESSRS. DIPTI HOME MAKERS)**
PVT. LTD., the within named Developer)
in the presence of ...)

- 1.
- 2.

SIGNED SEALED AND DELIVERED by)
the within named Flat Purchaser)

1)_____)

2)_____)
in the presence of)

- 1.
- 2.

R E C E I P T

RECEIVED from within named the Purchaser the sum of Rs._____ (Rupees_____Only) being the Earnest Money Deposit / Part Consideration amount payable by the Purchaser to us, paid to us on or before the execution of these presents, as detailed below:

Cheque No.	Date	Bank	In Favour of	Amount (Rs.)
			DIPTI HOME MAKERS PVT LTD	
			DIPTI HOME MAKERS PVT LTD	
			DIPTI HOME MAKERS PVT LTD	
			DIPTI HOME MAKERS PVT LTD	
			DIPTI HOME MAKERS PVT LTD	
			DIPTI HOME MAKERS PVT LTD	
			TOTAL	

NOTE: Cheques subject to realization

WE SAY RECEIVED

For DIPTI HOME MAKERS PVTLTD

DIRECTOR

ANNEXURE ‘7’

Project Features:

- Earth Quake Resistant Designed RCC Structure
- Well Planned Building With Efficient Flat Design
- Decorative Entrance Lobby
- Automatic High Speed Elevator
- Anti Termite Treatment
- Digital Surveillance System with CCTV
- Fire Fighting System
- Designer Paving Tiles in Full Compound
- Attractive Main Gate

Apartments Features

- Vitrified Flooring in full apartment
- Bath Room Fitting of Jaquar or Equivalent
- Hot Water Geyser In all Bathrooms
- Granite Kitchen Platform With Stainless Steel Sink
- Designer Wall Tiles In Bathroom With Anti Skid Flooring
- Heavy Section Anodised Aluminum Sliding Windows
- Intercom System
- Video Door Phone System
- Polycab Make Electrical Wires Or Equivalent
- Modular Switches With Sufficient Points
- RCCB - Residual Closed Circuit Breakers
- Decorative Main Door