

AGREEMENT FOR SALE

THESE ARTICLES OF AGREEMENT made and entered into at Mumbai,
this day of 20.....

BETWEEN

M/S. SANSKRUTI NIRMAN PRIVATE LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 having its registered office at J-101, Nisarg Heaven, Opp. Panchsheel Heights, Mahavir Nagar, Kandivali (West), Mumbai – 400 067, hereinafter called as “**the Promoters**” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the Directors from time to time and for the time being their successors in title and permitted assigns) of the **FIRST PART**;

AND

MR./MRS./M/S.
.....
.....
having address at
.....,
hereinafter called “**the Purchaser**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individuals his/her/their heirs, executors, administrators, and in case of firm, its partners/proprietor for the time being and from time to time and the last survivor of

Promoters	Purchaser (1)	Purchaser (2)
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them and in case of Company, its successor-in-title and assigns) of the **OTHER PART**.

The expression “Purchaser” hereinafter shall be deemed to mean and include the singular and the plural thereof (male/female).

WHEREAS:

- (A) It appears that a Plot of land bearing Survey No. 176, Hissa No. 3 (part), Survey No. 176 corresponding CTS No. 2510, admeasuring about 1672.41 Sq. meters or thereabout situate lying and being at Village Dasihar Taluka Borivali in the Registration District and Sub-District of Mumbai City and Mumbai Suburban was owned by (1) Shri. Kamal Hassanand Bhatia, (2) Smt. Nirmala Hassanand Bhatia and (3) Smt. Devakibhai Naraiandas Bhatia (hereinafter referred to as **“the Plot”**);
- (B) It further appears that by and under an Agreement for Sale dated ... November 1978, said Kamal Hassanand Bhatia and others granted development rights of the said Plot unto and in favor of M/s. Kamal Builders on the terms and conditions and for consideration stipulated in the said Agreement;
- (C) It further appears that M/s. Kamal Builders after taking possession of the said Plot, applied for the sanction of the building plan to the Municipal Corporation of Greater Mumbai (**“M.C.G.M.”**), and after obtaining I.O.D. and Commencement Certificate for Construction of the building on the said Plot, M/s. Kamal Builders constructed and completed the building consisting of the Ground plus Four upper floors and known as **“Anurag Mansion”** as per the Plans and specifications approved by the M.C.G.M. (hereinafter referred to as **“the said old Building”**);
- (D) **“The said Plot”** and **“the said old Building”**, individually, are hereinafter collectively referred to as **“the said Property”**, wherever the context or meaning thereof so admit and confirm, and more particularly described in the Schedule hereunder written;
- (E) M/s. Kamal Builders sold all the flats/shops in the said old Building to various purchasers by diverse agreements under Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as **“MOFA”**) and put them in possession of their respective flats/shops;

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- (F) The Purchasers of the Flats/Shops in the said old Building formed a Co-operative Housing Society known as **“Anurag Mansion Co-operative Housing Society Ltd.”** (hereafter referred to as **“the said Society”**), and registered the same under the Maharashtra Co-operative Societies Act, 1960, bearing Registration No. BOM/WR/HSG/TC/4867/1989-90 dated 19.03.1990;
- (G) All the flat/shop owners in the said old Building were admitted as the members of the Society and were issued Shares of the Society. The new purchasers of flats/shops in the said old Building were further admitted as the members of the Society in place of outgoing members and the respective shares were transferred to the new members;
- (H) Thus, the responsibility of conveying the said Property to the said Society was upon (A) Shri. Kamal Hassanand Bhatia, Smt. Nirmala Hassanand Bhatia and Smt. Devakibhai Naraiandas Bhatia and (B) M/s. Kamal Builders as per Section 4 of MOFA, within Four months of registration of the said Society, as provided under Section 11 of MOFA read with Rule 9 of the Maharashtra Ownership Flats Rules, 1964. However, they failed to comply with their said statutory obligation of conveying the said Property in favor of the said Society;
- (I) The said Society, therefore, made an application, being the Application No. 99 of 2012, before the Competent Authority appointed under Section 5A of MOFA viz. the District Deputy Registrar of Co-operative Societies, Mumbai City-3, under the provisions of sub-section (3) of Section 11 of MOFA, for issuance of a Certificate of entitlement to the said Society to have an Unilateral Deemed Conveyance executed in its favor and to have it registered, by exercising the powers granted under MOFA to the said effect, in respect of the said Property;
- (J) The Competent Authority, after following the due procedure and after scrutinizing the said application of the said Society and on being satisfied with the merits of the submission of the said Society, issued an Order-Cum-Certificate bearing No. DDR-3/Mum/deemed conveyance/12/4163 dated 6th November 2012, *inter alia*, certifying that the said Society was entitled to Unilateral Conveyance of the said Property and execution of Deed of Unilateral Conveyance and have it registered as provided under Registration Act, 1908. Hereto annexed and marked **Annexure – “I”** is a copy of said Order-cum-Certificate;

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- (K) In pursuance of the said Order-cum-Certificate dated 6th November 2012, Shri. Subhash Patil, District Deputy Registrar & Competent Authority, executed a Deed of Unilateral Conveyance dated 19th March 2013 and registered the same with the Sub-registrar of Assurances at Borivali, Mumbai under Serial No. BRL-2/3805/2013, and thereby lawfully transferred and conveyed the said Property unto and in favor of the said Society;
- (L) Thus, the said Society became the sole and absolute owner of and seized and possessed of or otherwise well and sufficiently entitled to the said Property;
- (M) By a Development Agreement dated 13th May 2013, registered with the Sub-Registrar of Assurances, at Borivali, Mumbai under Serial No. BRL-2/3806/2013 on 14th May 2013, made between the said Society of the One Part and the Promoters herein of the Other Part, the said Society has granted the right of re-development of the said Property, more particularly described in the Schedule hereunder written, unto and in favor of the Promoters, *inter alia*, by demolishing the said existing old building and constructing a New Building thereon by consuming the land base F.S.I. as may be available on the said Property as well as by loading Fungible F.S.I. and bringing in TDR / F.S.I. to the maximum extent permissible, at and for the consideration and on the terms and conditions more particularly recorded therein;
- (N) Pursuant to the said Agreement, the said Society has executed a General Power of Attorney dated 13th May 2013, registered with the Registrar of Assurances at Borivali, Mumbai under Serial No. BRL-2/3807/2013 on 14th May 2013, in favor of the Promoters' Directors, *inter alia*, to carry out the development of the said Property;
- (O) In pursuance of the said Development Agreement, the Promoters have entered into separate Agreements with the respective existing members of the said Society and have thereby agreed to allot and provide to each of them the permanent alternate accommodations in the form of Shops / Flats in lieu of their existing Shops/Flats in the said old Building and also to allot and provide the Car Parking Space/Area, to whomsoever necessary, in the new Building proposed to be constructed by the Promoters on the said Property, at or for the consideration and on the terms and conditions more particularly stated therein;
- (P) While acting on the said Development Agreement and respective individual agreements, the Society and its existing members have vacated the said old building and handed over possession of the said Property to the Promoters,

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with a right to demolish the said old building and to commence the re-development of the said Property and in pursuance thereof, the Promoters have demolished the said old building for the purpose of commencing the re-development of the said Property;

- (Q) In the premises aforesaid, the Promoters are entitled to carry out development on the said Property, *inter alia*, by loading, consuming and utilizing, the land base Floor Space Index (“F.S.I.”) of the said Property which is available as at present and may be made available hereafter in future before issuance of Part and/or Full Occupation Certificate by the M.C.G.M. in respect of the new building proposed to constructed by the Promoters on the said Property, as well as Fungible F.S.I. and the Transferable Development Rights (“T.D.R.”) after obtaining the Development Right Certificate/s, as permissible under the Development Control Regulations, of the for the time being and from time to time in force, till the issuance of the Part and/or Full Occupation Certificate in respect of the new Building proposed to be constructed by the Promoters on the said Property;
- (R) The Promoters are, thus, entitled and enjoined upon to construct buildings on the said Property in accordance with the recitals hereinabove and the Promoters are in possession of the said Property;
- (S) For the aforesaid purpose, the Promoters had submitted the Plans to the M.C.G.M. for construction of a new building on the said Property and the said plans are sanctioned by the M.C.G.M. for construction of Ground + 1 Upper Floor + 2 Podiums + 14 Upper Floors containing shops / commercial premises on the Ground Floor and 1 Upper Floor, Car Parking Spaces/ Areas on Podiums and residential Flats on the Upper Floors above Podium level and I.O.D. thereon was issued on 30th March 2017 bearing No. CHE/WSII/0272/R1/337(NEW) of and the Commencement Certificate was also issued by the M.C.G.M. on 6th March 2017 for construction of the said new building upto Plinth Level only; The Xerox Copies of the said I.O.D. dated 30th March 2017 is annexed hereto as ANNEXURE – “II” and Xerox copies of the said Commencement Certificates dated 6th March 2017, is annexed hereto as ANNEXURE – “III”;
- (T) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as ANNEXURE – “IV”;

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x	x	x

- (U) The Promoters have specifically informed the Purchasers that the Promoters are proposing to further amend the said plans and will load, consume and utilize the additional F.S.I., by loading T.D.R. after obtaining the Development Right Certificate/s for further/additional construction of the said building and that the Promoters are thus proposing to and will construct the said building of Ground + 1 Upper Floor + 2 Podiums + 14 Upper Floors, containing shops / commercial premises on the Ground Floor and 1 Upper Floor, Car Parking on Podiums and residential Flats on the Upper Floors above Podium level, together with the common terrace above the top floor. The Purchaser is, therefore, aware that the Promoters shall be required to amend the said plans which are sanctioned at present, *inter alia*, for the purpose of construction of additional floors on the said building by loading, consuming and utilizing the additional F.S.I., if any, including by way of additional T.D.R. after obtaining the Development Right Certificate/s for the said further/additional constructions on the said Property, as permissible under the Development Control Regulations of the M.C.G.M. for the time being and from time to time in force, after obtaining sanctions and permissions from the M.C.G.M. to the amended or revised or new building plans as the Promoters at their own discretion may deem fit and proper, at any time hereafter and the Purchaser has hereby and by signing and executing this Agreement granted/given his/her/their irrevocable no-objection and consent to the Promoters as contemplated under the provisions of Section 14 (2) of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations thereunder, for the said purposes;
- (V) The authenticated copies of the plans of the Layout proposed to be put up by the Promoters and according to which the construction of the said building and open spaces proposed to be provided for on the said project have been annexed hereto and marked as **ANNEXURE – “V”**;
- (W) The Promoters have, accordingly, commenced construction of the said building in accordance with the said sanctioned plans as amended from time to time;
- (X) While sanctioning the said plans the M.C.G.M. has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Property and upon due observance and performance of which only the occupation and completion certificates in respect of the said Building shall be granted by the M.C.G.M.;

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

- (Y) Similarly, the M.C.G.M. has granted the concessions for open space deficiencies and other concessions in respect of said building of Ground + 1 Upper Floor + 2 Podiums + 14 Upper Floors and, thus, the Purchaser is made aware that said plans are sanctioned by the M.C.G.M. with open space concessions and other concessions;
- (Z) The Promoters have brought to the notice of the Purchaser, that the Promoters have, from time to time, executed various Undertakings and Indemnity Bonds in favor of the M.C.G.M. and thereby agreed and undertook, *inter alia*:
- a) to hand over the set back land of the said Property free of compensation to M.C.G.M. and to transfer the same in the name of M.C.G.M.;
 - b) that the part/pocket terraces/A.H.U.s, servant's toilets, basement/stilt portion will not be misused in future;
 - c) that they are aware of the existing municipal dumping ground in close vicinity of the said Property and that they shall not complain about the nuisance from the dumping ground;
 - d) they shall make aware the prospective buyers/allottees about utilization of fungible F.S.I.;
 - e) that the building under reference is deficient in open spaces and M.C.G.M. will not be liable for the same in future;
 - f) that the buyers/allots agree and shall have no objection for the neighbourhood development with deficient open space in future;
 - g) that the buyer/allottee will not held M.C.G.M. liable for any failure of mechanical parking system in future;
 - h) that the excess area, if constructed beyond permissible F.S.I., will be demolished.
- (AA) The Promoters have provided to the Purchaser the copies of the aforesaid undertakings and Indemnity Bonds and the Purchaser hereby agree and undertake to abide by the undertakings given thereunder as if the same are given by the Purchaser, insofar as the same relates to the Purchaser, including as follows:
- a) That the meter cabin, basement/stilt portion, society office, servant toilets, pocket/part terrace will not be misused at any time in future;
 - b) That the open spaces, elevation features, chajjas, ornamental projections, parking spaces, voids, canopy and areas claimed free of F.S.I., if any, shall not be misused in any manner at any time and in future;

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- c) That he/she/they will not object to the adjoining plot holders for the development of their respective plots with open space deficiency and all society members should be made aware of the fact about the inadequate open space of the building and NOC for the development of existing buildings in the adjoining plots shall be given as and when they come forward for their development of Property with deficient open space.
 - d) That the Fungible F.S.I. is proposed to be utilized on the plot under reference as per the concession availed from the Municipal Commissioner.
 - c) That he/she/they are aware of the existing municipal dumping ground in close vicinity of the said Property and that they shall not complain about the nuisance from the dumping ground;
 - g) That the he/she/they will not hold M.C.G.M. liable for any failure of mechanical parking system in future;
 - h) That the excess area if constructed beyond permissible F.S.I. will be demolished.
- (BB)** The Promoters have issued an appointment letter dated 11th August 2015 to the Architect, M/S A.R.Mehta & Associates, registered with the Council of Architects and such appointment letter is as prescribed by the Council of Architects; and the Promoters have appointed the Structural Engineer, K.C.Shah Consultants, for the preparation of the structural design and drawings of the said Building and the Promoters accepts the services of the Architect and Structural Engineer till the completion of the said Building, unless the said Architects and/or structural Engineers withdraw their services in the said project and/or give their no-objection and consent for appointment of another Architect/Structural Engineers in their place;
- (CC)** In the premises aforesaid, after providing to the existing members of the said Society the Shops / commercial premises on the Ground Floor and 1 Upper Floor, Car Parking Spaces in the Podiums and Residential Flats on the Upper Floors above the Podium level as agreed by the said Development Agreement and the separate Agreements entered into by the Promoters with the existing individual members of the said Society or may entered into hereafter, and subject to the terms and conditions of all the said agreements, the Promoters are entitled to allot/sell all remaining shops, flats and other premises and to allot car parking spaces in the said new building which is to be constructed

Promoters	Purchaser (1)	Purchaser (2)
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on the said Property and proposed to be known as “Sanskruti Splendour” on what is commonly known as “Ownership Basis” and to enter into Agreement/s with the allottee/s / purchaser/s of the said premises and to receive the sale price in respect thereof;

- (DD) The Purchaser has inspected the said Plans, specifications, permissions, I.O.D., amended I.O.D., C.Cs., the said Development Agreement with the said Society, Power of Attorney given by the said Society, respective agreements between the Promoters and the existing members of the said Society and the title documents. The Purchaser has accepted the Title Certificate dated in respect of the said Property, issued by, Advocates & Solicitors for the Promoters, a copy whereof is annexed and marked as ANNEXURE – “VI”. The Purchaser has fully satisfied himself / herself / themselves about the rights of the Promoters to the said Property and to develop and construct the said new building and to allot/sale the remaining premises therein in the manner herein contained and the Purchaser has agreed that he/she/they shall not be entitled to raise any requisition/query/demand upon the Promoters with regard thereto;
- (EE) The Purchaser hereby admit and confirm that he/she/they had demanded from the Promoters and the Promoters have given inspection to the Purchaser of all the documents referred to hereinabove viz. of title relating to the said Property, agreements, permissions, approvals, sanctions, plans, designs, specifications sanctioned by the M.C.G.M. and other concerned authorities as also the relevant City Survey and Revenue Records in respect of the said Property and all other documents as are specified under the said Act and the Rules framed there under and at the specific request made by the Purchaser the Promoters have furnished the photo copies of all the said documents prior to the execution of this Agreement and the Purchaser do hereby admit, acknowledge and confirm the receipt thereof from the Promoters;
- (FF) The Purchaser has applied to the Promoters for allotment of one Shop / Flat bearing **No.** admeasuring **Square Meter (saleable area)** equivalent to **Square Feet (saleable area)** on the **Floor** in the said Building proposed to be known as “Sanskruti Splendour” (hereinafter referred to as “**the said Premises**”) and which is under construction on the said Property by the Promoters;
- (GG) The carpet area of the said Premises is **Square Meter**, and “carpet area” means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony

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appurtenant to the said Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the purchaser, but includes the area covered by the internal partition walls of the Flat;

- (HH) Relying upon the said application, declaration and agreement, the Promoters agreed to sell to the Purchaser, the said Premises at the price and on the terms and condition hereinafter appearing;
- (II) The Promoters have got some of the approvals from the concerned local authority to the plans, the specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
- (JJ) The Promoter has registered the Project under the provisions of the said Act with the Maharashtra Real Estate Regulatory Authority at Mumbai under Project Registration No. A copy of the Registration Certificate under MahaRera is annexed hereto and marked as ANNEXURE – “VI-A”;
- (KK) Under Section 13 of the said Act the Promoters are required to execute a written Agreement for allotment and sell of the said Premises to the Purchaser, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

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

- 1. The Parties hereby agree and confirm that what is stated in the Recitals hereinabove shall be deemed to form an integral part of this Agreement, as if the same are repeated herein verbatim.
- 2. The building **“Sanskriti Splendour”** which is proposed to be constructed by the Promoters on the said Property more particularly described in the Schedule hereunder written, will be consisting of Ground + 1 Upper Floor + 2 Podiums + 14 Upper Floors, containing shops / commercial premises on the Ground Floor and 1 Upper Floor, Car Parking on Podiums and residential Flats on the Upper Floors above Podium level, together with the common terrace above the top floor (hereinafter referred to as **“the said Building”**), in accordance with the plans and specifications sanctioned and from time to time further sanctioned by M.C.G.M., as recited herein above.

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

3. The Promoters have informed the Purchaser that the Promoters are proposing to construct a building of Ground + 1 Upper Floor + 2 Podiums + 14 Upper Floors, containing shops / commercial premises on the Ground Floor and 1 Upper Floor, Car Parking on Podiums and residential Flats on the Upper Floors above Podium level, together with the terrace above the top floor and the Purchaser hereby agree that the Promoters are entitled to further amend the plans for construction of the said building, *inter alia*, for the purpose of construction of additional floors in the said Building by loading, consuming and utilizing the balance and/or additional F.S.I., if any, including by way of Fungible F.S.I. and/or additional Transferable Development Rights (T.D.R.) after obtaining the Development Right Certificate for construction on the said Property, as permissible under the Development Control Regulations of the M.C.G.M. for the time being in force and from time to time in force, till the issuance of the Full Occupancy Certificate for the said Building, after obtaining further/additional sanctions and permissions from the M.C.G.M. to the amended or additional building plans as they may deem fit and proper, at any time hereafter. The Purchaser hereby further irrevocably agree that the Promoters, therefore, in their absolute discretion and/or if so required by the concerned authorities, from time to time, shall be entitled to vary, amend and/or alter the said Plans in respect of the said Building, as part of such amendment in the building plans, the Promoters may construct additional areas by constructing additional floors on the said Building, as may be approved by the M.C.G.M. The Purchaser hereby unconditionally give his/her/their express Irrevocable Consent and No Objection to the Promoters for carrying out from time to time, all desired amendments, alterations, additions, modifications to the said Plans for further construction of additional floors and/or additional wings in the said Building and to carry out the said construction in accordance with the amended / revised / new building plans as may be approved by the concerned authorities from time to time, as contemplated under the provisions of Section 14 (2) of the said Act. The Purchaser hereby further agrees and undertakes that if at any time hereinafter over and above the consent and no-objection given by the Purchaser hereinabove, if at any time the separate consent or no objection is required from the Purchaser for any of the said purposes of further amendment, alteration, addition or modification of the said Building plan or layout plan, the Purchaser shall give his/her/their consent and no objection within a period of 7 (Seven) days from the date of requisition in respect thereof received from the Promoters or any of them. If the Purchaser fails or neglects to sign

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and give his/her/their consent and no-objection within the said period of 7 (Seven) days, the same shall be deemed to have been given and granted by the Purchaser.

4. The Purchaser hereby confirm that he/she is aware that, while sanctioning the aforesaid plans the M.C.G.M. has granted the concessions for open space deficiencies and other concessions and, thus, the said plans are sanctioned by the M.C.G.M. with open space concessions and other concessions. The Purchaser, therefore, hereby agree and undertake that the Purchaser shall not at any time in future object to the deficiency in joint open space as and when the development / redevelopment by the neighbouring plot owners take place.
5. The said Building will be constructed by the Promoters in accordance with the buildings plans prepared by their Architect and sanctioned by the Concerned Authorities, from time to time, as aforesaid.
6. As recited herein above, the Purchaser has demanded from the Promoters and the Promoters have given inspection to the Purchaser of all the title documents relating to the said Property, agreements between the Promoters and the said Society and respective existing members of the said Society, permissions, approvals, sanctioned plans, specification, I.O.D., Amended I.O.D., C.Cs., etc. issued by the M.C.G.M. and has also been given inspection of all other documents which were required by the Purchaser, and/or as required under the said Act, and the Rules and Regulations thereunder. The Purchaser hereby confirms having inspected the site of construction and having received the photo copies of all the aforesaid documents and that the Purchaser is satisfied about the same and also about the Promoters’ right to construct the said Building on the said Property. The Purchaser shall not be entitled to further investigate or question the title to the said Property and no requisition or objection shall be raised at any time hereafter in any manner relating thereto. The Purchaser further agrees that he/she/they is/are aware of terms and conditions of all agreements between the Promoters and the said Society and respective existing members of the said Society and that the Purchaser shall be bound by the same.
7. (i) The Purchaser hereby agrees to purchase from the Promoters and the Promoters agree to sell to the Purchaser **Shop / Flat bearing No., admeasuring Square Meter (Carpet area)** equivalent to **Square Feet (Carpet area)**, on **Floor**, in the said Building “.....”, which is under construction on the said Property, and as shown in the authenticated copy of the plan of the said

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x	x	x

premises, as sanctioned and approved by the M.C.G.M. annexed and marked as **ANNEXURE – “VII”** (hereinafter referred to as **“the said Premises”**), at and for the lumpsum price and consideration of ₹...../-
(Rupees only), including for the proportionate price of the common areas and facilities appurtenant to the said Premises and the limited common areas and facilities, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in **ANNEXURE – “VIII”** hereto.

(ii) The Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser Car Parking space bearing No. located on 1st/2nd Podium level, being constructed in the said building for the consideration of ₹./- **(Rupees only). (PLEASE CONFIRM)**

8. The total aggregate consideration amount for the said Premises including car parking space is, thus, ₹./- **(Rupees only).**

9. The Purchaser has paid on or before execution of this agreement a sum of ₹./- **(Rupees only)** being 9% of the total consideration, as advance deposit or application fee and hereby agrees to pay to the Promoters the balance amount of purchase consideration of ₹./- **(Rupees only)** in the following manner:-

- i. ₹./- **(Rupees only)** being% paid on the execution of this Agreement;
- ii. ₹./- **(Rupees only)** being% to be paid to the Promoters on completion of Slab of the said building;
- iii. ₹./- **(Rupees only)** being% to be paid to the Promoters on completion of Slab of the said building;
- iv. ₹./- **(Rupees only)** being% to be paid to the Promoters on completion of the walls, internal plaster, tiling, doors and windows of the said premises;

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- v.

₹./- (Rupees

only) being% to be paid to the Promoters on completion of sanitary fittings, staircases, lift wells and lobbies upto the floor level of the said Premises;
- vi.

₹./- (Rupees

only) being% to be paid to the Promoters on completion of the external plumbing and external plaster, electrical fittings, elevation, terraces with water proofing, of the building or wing in which the said Premises is located.
- vii.

₹./- (Rupees

only) being% to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as prescribed in the Agreement;
- viii.

₹./- (Rupees

only), being the balance amount to be paid to the Promoters against and at the time of handing over of the possession of the said Premises to the Purchaser on or after receipt of Part and/or Occupation Certificate or Completion Certificate.
10.

The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Goods & Service Tax (GST) or any other similar taxes or cesses which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the said Premises.
11.

The Total Price is escalation free, save and except escalations/increases due to increase on account of development charges payable to the M.C.G.M. or any other competent authority and/or any other increase in charges which may be levied or imposed by the M.C.G.M. or any other competent authority / Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser for increase in development charges, cost or levies imposed by the M.C.G.M. any other competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
12.

The Promoters shall confirm the final carpet area of the said Premises that has been allotted to the Purchaser after the construction of the said Building

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x	x	x

is complete and the Occupancy Certificate is granted by the M.C.G.M., by furnishing details of the changes, if any, in the carpet area of the Premises. The total price payable for the carpet area of the said Premises shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area of the said Premises within the defined limit then the Promoters shall refund the excess money paid by Purchaser and if there is any increase in the carpet area the Promoters shall demand the 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 feet as agreed in Clause ... of this Agreement.

13. The Purchaser authorizes the Promoters to adjust/appropriate all payments made by him/her/them under any heads of dues against lawful outstanding, if any, in his/her name as the Promoters may in their sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoters to adjust his/her payments in any manner.
14. Time is of essence for the Promoters as well as the Purchaser. The Promoters shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoters as provided in Clause ... hereinabove, irrespective of any objections raised by the Purchaser regarding the construction of the said Building (**“Payment Plan”**) and the Purchaser shall be liable to pay to the Promoters the interest as per Rule 18 of 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 (hereinafter referred to as **“the said Rule”**), on all delayed payments, including delay in payment of the service tax and other taxes as applicable from the due date till the date of payment thereof.
15. The Purchaser shall pay each installment of the aforesaid purchase price to the Promoters after deducting there from 1% TDS as per the provisions of Section 194-IA of the Income Tax Act, 1961 and shall deposit the said amount to the credit of Central Government and shall issue a TDS Certificate

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

in favor of the Promoters in the prescribed Form No.16B for the same, within 15 (Fifteen) working days from the payment thereof.

16. The Purchaser is aware that as per present statute, GST is leviable / applicable on the purchase price payable hereunder and consequently the amount of each installment payable by the Purchaser to the Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser hereby undertakes to pay to the Promoters the amount of the GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoters shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of GST applicable thereon and the Purchaser shall be deemed to have committed default in payment of amount due to the Promoters hereunder if such payment is not accompanied with the applicable GST. Provided Further that if on account of change / amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Purchaser to the Promoters in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser shall be solely and exclusively liable to bear and pay the same.
17. Without prejudice to the right of the Promoters to receive interest as per the said Rule, on the Purchaser committing three defaults in payment on due date of any amount due and payable by the Purchaser to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing any three defaults of payment of instalments, the Promoters shall at their own option, may terminate this Agreement:

Provided that, the Promoters shall give notice of 15 (Fifteen) days in writing to the Purchaser, by Registered Post Acknowledgement Due 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 terms and conditions in respect of which they are intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoters within the said notice period then at the end of such notice period, this Agreement shall stand terminated.

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

Provided further that upon termination of this Agreement as aforesaid, the consequences hereinafter set out shall follow:

- (a) the Purchaser shall cease to have any right or interest in the said Premises and/or Car Parking Space or any part thereof;
- (b) the Promoters shall be entitled to sell the said Premises and Car Parking Space at such price and on the terms and conditions to such other person or party as the Promoters may in their absolute discretion deem fit;
- (c) the Promoters shall refund to the Purchaser the amount till then paid by the Purchaser to the Promoters towards purchaser price with interest as per the said Rule, after deducting therefrom:
 - (i) 20% of the purchase price of the said Premises and Car Parking Space (which is to stand forfeited by the Purchaser to the Promoters as liquidated damages);
 - (ii) deduct GST and / or any other Tax and/or amount due and payable by the Purchaser and / or paid by the Promoters in respect of the said Premises;
 - (iii) the taxes and outgoings, if any, due and payable by the Purchaser in respect of the said Premises upto the date of termination of this Agreement;
 - (iv) the amount of interest payable by the Purchaser to the Promoters in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
 - (v) in the event of the resale price of the said Premises being less than the purchase price mentioned herein, the amount of such deficit.

However, in case if the Promoters receive a credit/ refund of the amount of GST paid on this transaction from the statutory authorities, then in such a case the same shall be refunded by the Promoters to the Purchaser without any interest thereon.

- (d) The Promoters shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser. The Promoters shall not be liable to pay to the Purchaser any compensation, damages, costs or otherwise and shall also not be liable to reimburse to the Purchaser any Government Charges such as Stamp Duty, Registration Fees,

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

GST, TDS or any other taxes etc. The amount shall be accepted by the Purchaser in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises and/or to the said Car Parking Space.

The Purchaser/s agree that receipt of the said refund by cheque from the Promoters by the Purchaser by registered post acknowledgement due at the address given by the Purchaser in these presents, whether the Purchaser accept/s or encash/s the cheque or not, will amount to the said refund.

18. The fixtures, fittings and amenities to be provided by the Promoters in the said Premises and the said building are set out in **ANNEXURE – “VIII”** annexed hereto. The Promoters shall endeavour to provide the amenities of the same specifications as herein stated. However, in the event amenities of the said specifications are not available in the market then the Promoters shall provide amenities of similar quality or as close to the said specifications as the circumstances may permit or their near substitutes.
19. After the possession of the said Premises is handed over to the Purchaser, it shall be the sole responsibility of the Purchaser herein and also the Purchasers/Occupants of the other Premises and/or the said Society to maintain the car lift/s in the said building. It is specifically agreed by the Purchaser that the Promoters and/or M.C.G.M. shall not be held liable and/or responsible for failure of or any defect in the car lift/s, after handing over of the same by the Promoters to the Allottees thereof, including the Purchaser herein and that the Allottees thereof, including the Purchaser herein, shall be solely liable and responsible for maintenance and wear and tear thereof.
20. The Promoters have informed the Purchaser that they may construct the electricity sub-station on any part of the said Property, if so required by the electricity supply company/authority.
21. The Promoters hereby agree to observe, perform and comply with the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the M.C.G.M. at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Premises to the Purchaser, obtain from the M.C.G.M. Part and/or Full Occupation Certificate in respect of the said Premises. The Promoters hereby further agree to observe, perform and comply with the terms and conditions of all the agreements between the Promoters and the said Society and respective existing members of the said Society.

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

22. The Promoters have informed the Purchaser that in terms of the hereinbefore recited Development Agreement with the said Society and individual Agreements for Alternate Accommodation between the Promoters and the respective existing members of the said Society, the Promoters shall first handover possession of the said existing members’ alternate accommodations to the respective existing members and thereafter the Promoters shall handover possession of the other remaining premises to the respective Purchasers thereof, including the Purchaser herein. It is, however, agreed that the possession of the said Premises will be given by the Promoters to the Purchaser on or before If the Promoters fail or neglect to give possession of the said Premises to the Purchaser on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable, on demand, to refund to the Purchaser the amounts already received by them in respect of the said Premises with interest as per the said Rule from the date the Promoters have received the same till the date of the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to reasonable extension of time for giving possession of the said Premises on the aforesaid date, if the completion of building in which the said premises is to be situated is delayed on account of-

- (i) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (iii) Non availability of steel and/or cement and/or other building materials such as sufficient water, electricity supply, labour, etc.;
- (iv) Delay in issuing any permissions, approvals, NOC, sanction and/or building Occupation Certificate and or Completion Certificate by the concerned authorities;
- (v) A significant down turn in the general economic conditions in India and pertaining in particular to the real estate industry on account of which there is a slowdown in the operations of the Promoters;
- (vi) Any other act/case beyond the Promoters’ control.

23. The Promoters, upon obtaining the Occupancy Certificate from the competent authority and the payments shall have been made by the Purchaser as per this agreement, shall offer in writing the possession of the said

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

Premises to the Purchaser in terms of this Agreement. The Promoters agree and undertake to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Purchaser agree to pay the maintenance charges as determined by the Promoters or association of Purchasers, as the case may be. The Promoters on their behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the Occupancy Certificate of the Project.

24. The Purchaser shall take possession of the said Premises within 15 (Fifteen) days of the written notice from the Promoters to the Purchaser intimating that the said premises is ready for use and occupancy.
25. Upon receiving a written intimation from the Promoters as per clause ... hereinabove, the Purchaser shall take possession of the said Premises from the Promoters by executing necessary indemnities, undertakings and such other documentations as prescribed in this Agreement, and the Promoters shall give possession of the said Premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause ... hereinabove the Purchaser shall continue to be liable to pay maintenance charges in respect of the said Premises, with interest on arrears, as applicable.
26. If within a period of five years from the date of handing over the said Premises to the Purchaser, the Purchaser brings to the notice of the Promoters any structural defect in the said premises or the building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the said Act.
27. The Purchaser hereby confirm that he/she/they is/are aware of the terms and conditions of the said Development Agreement with the said Society and the agreements for alternate accommodation entered into by and between the Promoters and respective existing members of the said Society, and the Purchaser hereby agree and undertake that the terms and conditions of all the said agreements shall be binding on the Purchaser and the Purchaser shall abide by the same.
28. The Promoters hereby declares that at present the Floor Space Index available in respect of the said Property is Sq. Mts. and the Promoters are also entitled to load, consume and utilize the Fungible F.S.I. and Transferable

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

Development Rights (T.D.R.) to an extent permissible under the Development Control Regulations, 1991 for Greater Mumbai or such other Regulations in force, for construction of the said building on the said Property and that no part of the said F.S.I. has been utilized by the Promoters elsewhere for any purpose whatsoever.

29. The Purchaser hereby expressly agree that in the event of the Public Authority at any time acquiring any portion of the said Property prior to the issuance of the Part and/or Full Occupation Certificate in respect of the said Building, all the benefits of such acquisition, i.e. by way of compensation and/or F.S.I./T.D.R., shall be the exclusive Property of the said Society and/or the Promoters, and the Purchaser shall have no right, claim or demand in respect thereof or any part thereof.
30. The Purchaser shall have no claim of any nature whatsoever, save and except in respect of the said Premises agreed to be sold to him/her/them hereunder by the Promoters. All open spaces, lobbies, common terraces, will remain the Property of the said Society, though, however, the Purchaser shall be entitled to use the same jointly with the existing members of the said Society after becoming a member of the Society, as provided hereinafter.
31. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser any right whatsoever into or upon the said Property or the said Building or any part thereof or the said Premises. It is expressly agreed hereby that such conferment shall take place only after the Purchaser being admitted as a Member of the said Society as hereinafter mentioned.
32. It is hereby expressly agreed that the Promoters shall be entitled to sell all other premises in the said Building as also in the other structures that may hereafter be constructed on the said Property for any user as may be permitted by the Concerned Authorities and the Purchaser thereof shall be entitled to use the said Premises agreed to be purchased by him/her/them accordingly. The Purchaser shall not object to the user of the other premises in the said Building or in any other structure on the said Property for the aforesaid purposes by the respective purchasers thereof.
33. After the Promoters execute this Agreement, they shall not mortgage or create a charge on the said Premises and, if any, such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take the said Premises.

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

34. Without prejudice to the aforesaid, it is hereby expressly agreed and provided that so long as it does not in any way effect or prejudice the rights of the Purchaser hereunder in respect of the said Premises, the Promoters shall be at liberty to transfer or assign their right of development of the said Property, as they may deem fit and proper. The Promoters shall also be entitled to sign undertakings and indemnities under any law, rules or regulations concerning construction of buildings or for implementation of their scheme for development of the said Property. The Purchaser shall not interfere with the said rights of Promoters in any manner whatsoever.
35. Without prejudice to the aforesaid, it is hereby expressly agreed and provided that so long as it does not in any way effect or prejudice the rights of the Purchaser hereunder in respect of the said Premises, the Promoters shall be at liberty to obtain Project Finance on the entire project and/or on the unsold premises in the said Building. The Promoters shall also be entitled to sign undertakings and indemnities under any law, rules or regulations concerned for obtaining Project Finance on the entire project and/or on the unsold premises in the said Building. The Purchaser shall not interfere with the said rights of Promoters in any manner whatsoever.
36. The Promoters shall in respect of any amount remaining unpaid by the Purchaser under this Agreement shall have first charge and lien on the said Premises agreed to be allotted and sold and the said Car Parking Space agreed to be allotted to the Purchaser under this Agreement, without prejudice to any other rights and remedies available to the Promoters for recovery of outstanding dues from the Purchaser and/or against the said Premises.
37. It is hereby agreed that, so long as the various premises in the said building are not separately assessed by the M.C.G.M. for Property taxes and water charges, rates, and other outgoings, the Purchaser shall pay the proportionate share of such taxes, rates and other outgoing on *ad-hoc* basis, as may be determined by the said Society.
38. It is hereby agreed that the Promoters shall not be liable to bear or share the maintenance charges, electricity charges and water charges and any other outgoings attributed to and in respect of the unsold and un-allotted Shops/Flats/ Car Parking Spaces etc. The Promoters will be liable to bear the municipal assessment, if any, payable and that too only if the M.C.G.M. refuse to grant the benefit of non-occupancy in respect of such unsold Shops/Flats/Car Parking Spaces etc., but nothing else, till all such unsold un-

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

allotted Shops/Flats/ Car Parking Spaces etc. in the said building are sold and disposed off by the Promoters and the purchaser/s thereof is/are put in possession thereof.

39. The Purchaser shall maintain at his/her/their own costs, the said Premises and the said Car Parking Space in the same condition, state and order in which it is delivered to him/her/them, and shall observe and perform all the terms conditions and covenants contained in this Agreement and shall abide by all bye-laws, rule and regulations of the said Society, Government, Local Bodies and Authorities and shall attend to, answer and be responsible for all actions, omissions, breaches and violations of any of the conditions or bye-laws, rules or regulations.
40. The Purchaser agree to pay all amounts payable to the Promoters under the terms of this Agreement as and when the same become due and payable, irrespective of any objections raised by the Purchaser regarding the construction of the said Building. The Promoters are not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excuse by the Purchaser for non-payment of any amount or amounts due on the respective due events. The Purchaser hereby covenant with the Promoters to pay all amounts agreed to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Promoters indemnified at all times against breach or non-observance of any of the said covenants and conditions, except so far as the same ought to be observed and performed by the Promoters.
41. The Purchaser agree and undertake that after the Purchaser making payment of the full price and consideration and all other amounts payable by him/her/them to the Promoters in terms of this Agreement, and as and when required by the Promoters, the Purchaser shall become a Member of the said Society and shall sign and execute all required applications and other papers and documents necessary for admission of the Purchaser as a member of the said Society. The Purchaser shall be bound from time to time, to sign all the papers and documents and all other deeds as the Promoters may require him/her/them to do from time to time for safeguarding the interest of the Promoters and the existing members of the said Society and purchasers of the other premises in the said Building. Failure to comply with the provisions of this clause will render this Agreement *ipso facto* void. The Purchaser shall ensure that as and when the Promoters shall so require, the Purchaser shall join in passing of all necessary resolutions by the said Society confirming the

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

right of the Promoters to carry out additional construction works in and on the said Building and other structures on the said Property and also confirming the right of the Promoters to sell other premises in the building and structures to be constructed on the said Property.

42. The Purchaser shall, on demand, deposit with the Promoters his/her/their proportionate share towards the deposits for installation of water meter, electric meter and gas meter and/or for any other deposit to be paid by the Promoters to the Local Authority or Body concerned, including the Reliance Infrastructure Ltd. / Tata Power Co. Ltd. or any other electric supply company or authority, Bombay Gas Company or any other energy/gas company and/or M.C.G.M.
43. The Purchaser shall not at any time demolish or cause to be done any additions or alterations of whatsoever nature, within or outside the said Premises or any part thereof and/or the said Car Parking Space or any part thereof. The Purchaser shall keep and maintain the said Premises and the said Car Parking Space, walls, floorings, ceiling, partition walls, sewers, drains, pipes and appurtenances thereto and the fittings and fixtures therein in good and tenantable repair and condition and working order, and in particular the said Building, so as to provide shelter to and protect all the parts of the said Building other than his/her/their said Premises and the said Car Parking Space. The Purchaser shall not permit the closing of the niches or balconies or Chhaja or make any alterations in the outside elevations and outside colour scheme of the said Building, except with the written permission of the said Society.
44. After the possession of the said Premises and the said Car Parking Space are handed over to the Purchaser, if any additions or alterations in or about or relating to the said Building are required to be carried out by the Government, Local Authority or any other statutory Authority, the same shall be carried out by the said Society and the purchasers of various premises in the said Building, including the Purchaser herein, at his/her/their own costs and the Promoters shall not be in any manner liable or responsible for the same.
45. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance in respect of the said Building or other structure/s on the said Property or cause any increased premium to be payable in respect thereof or which may likely to cause nuisance or annoyance to users and occupiers of the other premises in the said Building.

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

46. After the completion of the said building and all other structures and premises intended to be constructed by the Promoters on the said Property in all respect and only after all the remaining premises in the said buildings and all other structures that may have been constructed are sold and disposed off by the Promoters and the Promoters shall have received all dues receivable by them under the terms of the agreements with the purchasers of all the said premises, including the Purchaser herein, the Promoter will hand over the said building to the said Society, and thereafter the said Society shall be entitled to deal with the said Property, including the said building, as they may deem fit and proper.
47. This Agreement shall be lodged for Registration with Sub-Registrar of Assurance at Borivali/Goregaon in Mumbai by the Promoters, and the Purchasers will attend to the office of the concerned Sub-registrar and admit execution thereof, after the Promoters having informed him/her/them within the prescribed period of the date on which and the number under which it is lodged for registration by the Promoters.
48. All letters circulars, receipts and/or notices issued by the Promoters or any of them and dispatched through Courier or by Registered Post to the address known to them of the Purchaser or by email will be a sufficient proof of the receipt thereof by the Purchaser and shall completely and effectually discharge the Promoters. For this purpose the Purchaser has given the following address:

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48. The Purchaser hereby covenant to pay to the Promoters on demand, the following amount before taking possession of the said premises:
- i) ₹./- for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoters for preparing and engrossing this Agreement;
- ii) ₹. 600 /- Society's share money & entrance fee.
- iii) ₹./- Deposit for Electric, Water Meters, & Gas meter.

Total ₹./-
=====

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

In case there be any deficit in this regard, the Purchaser shall forthwith on demand pay to the Promoters, his/her/their proportionate share to make up such deficit.

49. Any delay or indulgence by the Promoters in enforcing any term or condition of this Agreement or any forbearance or granting of time to the Purchaser herein or any other Allottees/Purchasers of other premises in the said building, shall not be consumed as waiver on the part of the Promoters of any such breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser or other such purchasers nor shall the same in any manner prejudice the rights and remedies of the Promoters.
50. The Promoters shall be entitled to alter the terms and conditions of the agreement relating to the un-allotted and unsold premises in the said Building and the Purchaser herein shall have no right to require the enforcement thereof, in his/her/their favor. The Purchaser herein shall exercise his/her/their rights under this Agreement only.
51. The Promoters hereby represent and warrant to the Purchaser as follows:

(i) The said Society has clear and marketable title with respect to the said Property, as declared in the title report annexed to this Agreement and the Promoters have the requisite rights to carry out the development upon the said Property and also have actual, physical and legal possession of the said Property for the implementation of the Project;

(ii) The Promoters have lawful rights and requisite approvals from M.C.G.M. and other competent authorities to carry out development of the project and shall obtain further requisite approvals from time to time to complete the development of the said Property;

(iii) There are no encumbrances upon the said Property or the Project except those disclosed in the title report;

(iv) There are no litigations pending before any Court of law with respect to the said Property or Project except those disclosed in the title report;

(v) All approvals, licenses and permits issued by the M.C.G.M. and other competent authorities with respect to the Project, said Property and the said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits issued by the M.C.G.M. and other competent authorities with

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

respect to the project, said Property and the said building shall be obtained by following the due process of law and the Promoters have been and shall at all times, remain to be in compliance with all applicable laws in relation to the Project, said Property, the said buildings/wings, and common areas;

- (vi) The Promoters have 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 effected;
 - (vii) The Promoters have not entered into any agreement for assignment of their rights or any other agreement / arrangement with any person or party with respect to the said Property, including the Project and the said Premises which will, in any manner, affect the rights of the Purchaser under this Agreement;
 - (viii) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Purchaser in the manner contemplated in this Agreement;
 - (ix) Upon completion of the Project, the Promoters shall hand over lawful, peaceful, physical possession of the said Property, including common areas of the said building to the said Society;
 - (x) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities;
 - (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Promoters in respect of the said Property and/or the Project except those disclosed in the title report.
52. The Purchaser with an intention to bind all persons into whosoever hands the said Premises/Car Parking Space may come, doth hereby covenants with the Promoters and undertakes as follows:

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

- (a) To maintain the said Premises and the said Car Parking Space at Purchaser's own costs and risk in good, tenantable repair and condition from the date of possession of the said Premises and the said Car Parking Space is taken by the Purchaser, and shall not do or suffer to be done anything in or to the building in which the said Premises and the said Car Parking Space is situated or staircases or any passages, which may be against the rules, regulations or bye-laws of the said Society and/or concerned local or any other authority or charge/alter or make addition in or to the said Building and the said Premises or any part thereof and/or the said Car Parking Space or any part thereof.
- (b) Not to store in the said Premises / Car Parking Space or outside, any goods which are of hazardous, combustible or dangerous nature or which are prohibited by law to be brought upon or kept in any such premises and/or the said Car Parking Space, or are so heavy that they are likely to or may damage the construction or structure of the said Building or the said Premises/Car Parking Space, and the Purchaser shall be liable for the consequences of the breach on account of negligence or default of the Purchaser in this behalf and to indemnify the said Society as well as the Promoters.
- (c) To carry at his/her/their own costs and risk all internal repairs to the said Premises and maintain the said Premises/Car Parking Space in the condition, state and order in which the same were delivered by the Promoters to the Purchaser and shall not do or suffer to be done anything in or to the said Building or the said Premises/Car Parking Space which may be forbidden by law or rules or regulations of the said Society and concerned local authority or other public authority, and in the event of the Purchaser committing or permitting any act in contravention of the above provisions, the Purchaser shall solely be responsible and liable for the consequences thereof to the said Society and concerned local authority and/or other public authority, and to indemnify the said Society as well as the Promoters for all consequences thereof.
- (d) Not to demolish or cause to be demolished the said Premises/Car Parking Space or any part thereof, nor at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the said Building and shall keep the partitions, sewers, drainage pipes in the said Premises/Car Parking Space and

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

appurtenances thereto in good and tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the said Building 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 said Premises/Car Parking Space without the prior written permission of the said Society as also other concerned authority. If, on account of any additions or alterations being carried out by the Purchaser in the said Premises/Car Parking Space (whether such additions and alterations are permitted by the concerned authorities or not), there be any damages to the adjoining premises or to the premises situated below or above the said Premises (inclusive of leakage of water and damages to the drains) the Purchaser shall at his/her/their own costs, risk and expenses repair such damage (including recurrence of such damages).

- (e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises/Car Parking Space in the compound or any portion of the said Property and the said Building.
- (f) Pay to the Promoters within 7 days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned authority or Government for giving Water, Electricity, Gas or any other service connection to the said Building.
- (g) To bear and pay the proportionate Municipal Taxes, water charges, common electricity charges and other maintenance charges to the said Society, on and from the date of taking possession of the said Premises and the said Car Parking Space from the Promoters, including for carrying out renovation/furniture in the said Premises/Car Parking Space, either before or after the issuance of the Part and/or Full Occupation Certificate by the M.C.G.M.
- (h) To bear and pay increase in local taxes, water charges, insurance premium and such other levy, if any, which are imposed by the concerned local Authority and/or Government and/or other public Authority, on account of changes of user of the said Premises/Car Parking Space by the Purchaser, and indemnify the Promoters in that behalf.
- (i) The Purchaser shall not let, sub-let, transfer assign, or part with Purchaser's interest or benefit of this Agreement or the said Premises/Car Parking Space or create any third party interest or right or part with the possession of the said Premises/Car Parking Space or

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

any part thereof until all the dues payable by the Purchaser to the Promoters under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement AND until the Purchaser has obtained permission in writing of the said Society for the purpose.

- (j) The Purchaser shall allow and permit the Promoters and their surveyors and agents and servants, with or without workmen and others, at all reasonable times to enter and upon the said Premises and/or Car Parking Space to view and examine the state and condition thereof and/or for the purpose of repairing any part of the said Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences, facilities and utilities belonging to, serving or used for the said Building;
- (k) To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set out in this Agreement (including the recitals thereof) and if the Purchaser neglects, omits or fails to pay any amount for any reason whatsoever to the Promoters due and payable under the terms and condition of this Agreement (whether before or after the delivery of the possession) within the time hereinafter specified or if the Purchaser shall in any other way fails to perform or observe any of the covenants and stipulation herein contained, the Promoters shall be entitled to re-enter upon and resume possession of the said Premises and every part thereof including the said Car Parking Space and in that event this Agreement shall ipso facto stand terminated. The Purchaser herein agrees that on the Promoters re-entering on any part of the said Premises/Car Parking Space, as aforesaid, all the claims, contentions, demands and the right, title, and interest of the Purchaser in or to the said Premises and the said Car Parking Space and under this Agreement shall *ipso facto* cease and the Purchaser shall also be liable for immediate ejectment as a trespasser. The Purchaser shall thereupon cease to have any right or interest in the said Premises and the said Car Parking Space and in that event all the monies paid to the Promoters by the Purchaser (except the earnest money and the outgoing proportionate to the said Premises/Car Parking Space till the date of such termination) shall within 90 days after such termination be refunded by the Promoters to the Purchaser, without any interest.

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

- (l) The Promoters shall not be responsible for the consequences arising out of the changes in law or changes in Municipal and other Laws, rules, regulations, etc.
53. If at any time this transaction is held to be liable to any additional tax, cess etc. the same shall be payable by the Purchaser to the Promoters, forthwith on demand, failing which the Purchaser shall be liable to pay the same with interest thereon as per the said Rule, with quarterly rests.
54. The Promoters shall be entitled to construct additional structures like additional Electric Sub-station/s, office for the said Society, Place of worship, temple, covered and closed garages in open compound, underground and overhead tanks, watchman's cabin/s, toilet units for staff and domestic servants, septic tank/s, soak pits etc. on the said Property. The Purchaser hereby gives irrevocable consent and no objection to the Promoters for carrying out all the said constructions on the said Property. All such additional constructions shall be carried out by the Promoters in accordance with and in conformity with the building plans as may be approved by the concerned Authorities from time to time.
55. The Promoters shall be entitled to handover amenity space or any other premises, if any, reserved on the said Property to the Municipal Corporation of Greater Mumbai or any other concerned authority and said Society and/or the Promoters alone shall be entitled to all the benefits that may be granted by the M.C.G.M. or any other authority in lieu of the said amenity space / reservation area.
56. The Agreement sets forth the entire agreement and understanding between the Purchaser and the Promoters and supersedes, cancels and merges:
- (a) All agreements, negotiations, commitments, writings between the Purchaser and the Promoters prior to the date of execution of this Agreement;
- (b) All the representation, warranties, commitments, etc. made by the Promoters in any documents, brochure, hoarding, etc. and /or through on any other medium;
- (c) The Promoters shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoters under this Agreement;

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

- (d) The Purchaser agree/s and acknowledge/s that the sample flat constructed by the Promoters and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purpose of show casing the sample flat and the Promoters are not liable / required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat, other than as expressly agreed by the Promoters under this Agreement.
57. The Purchaser hereby admit and confirm that the Promoters have, prior to entering into this Agreement, informed the Purchaser and the Purchaser has agreed that all Brochures, Pamphlets, Literature and/or Plans whether approved or otherwise, published / issued by the Promoters, showing Gardens, Open Spaces, Recreation Areas or any other details in the said Plans and/or in the Brochure, Pamphlets or otherwise, are all tentative, subject to such variations, modifications and cancellation and/or withdrawal and/or shifting, as the Promoters may deem fit and proper, without any prior notice/intimation in any form to the Purchaser.
58. Before taking possession of the said Premises, the Purchaser will be liable to inspect the said Premises and willfully and completely satisfy himself/herself/themselves with the same in respect of the area, item of work or quality of work or the materials used for the construction of the said Premises and the amenities provided therein in the said buildings, and after taking possession, the Purchaser will not be entitled to raise any claim about the area, amenities provided by the Promoters with respect of the said Premises.
59. Forwarding this Agreement to the Purchaser by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser, until, firstly, the Purchaser pays the Stamp Duty on this Agreement and secondly, signs and delivers to the Promoters this Agreement with all the schedules/annexures along with the payment due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Purchaser and thirdly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Purchaser fails to execute and deliver to the Promoters this Agreement within 30 (Thirty) days from the date of its receipt by the Purchaser and/or appear before the concerned Sub-Registrar for registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (Fifteen) days from the

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

date of its receipt by the Purchaser, application of the Purchaser for allotment of the said premises shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without interest or compensation whatsoever, after deducting therefrom 20% of the booking amount, towards the administration charges and processing fees of the Promoters.

- 60. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent purchaser of the said Premises, in case of transfer, as the said obligation go along with the said Premises for all intent and purposes.
- 61. If any provision of this Agreement shall be determined to be void or unenforceable under the said Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted insofar as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to the said 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.
- 62. The stamp duty, registration charges and other fees and charges on this Agreement shall be borne and paid by the Purchaser alone. The Promoters shall not be held liable and/or responsible for the same or any of them.
- 63. Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulatory Authority at Mumbai, as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations, thereunder.
- 64. 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 will have jurisdiction for this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto and to a duplicate hereof set and subscribed their respective hands and seals the day and year first hereinabove written.

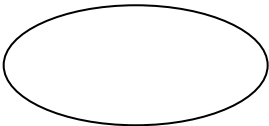
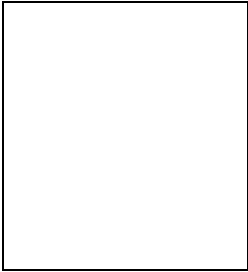
THE SCHEDULE ABOVE REFERRED TO

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

ALL THAT piece and parcel of free-hold land or ground bearing Survey No. 176, Hissa No. 3 (part), Survey No. 176 corresponding CTS No. 2510, admeasuring about 1672.41 Sq. meters or thereabout situate lying and being at Village Dasihar Taluka Borivali in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, together with the building known as “Anurag Mansion” standing thereon, situate at Shiva Vallabh Road, Dahisar (East), Mumbai – 400 068.

SIGNED, SEALED AND DELIVERED]
by the withinnamed PROMOTERS:]
M/S. SANSKRUTI NIRMAN PVT. LTD.]
through the hands of its Director:]
Mr. Chirag Rajendra Shah]
pursuant to the Resolution dated _____]

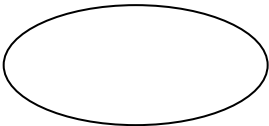
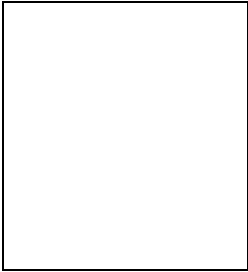
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in presence of]

SIGNED AND DELIVERED]
by the withinnamed PURCHASER:]
MR./SMT./M/S.]
.....]
.....]

Photo Left Hand Thumb Impression



in the presence of. ...]

1.

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

2.

R E C E I P T

(Valid Subject to realization of cheques)

RECEIVED from the withinnamed the PURCHASER a sum of
₹...../- (Rupees.....
.....only)
being the amount of earnest money / part payment paid by him/her/them to us as per
the detailed below :

Sr. No.	Cheque No.	Dated	Drawn on Bank	Amount in ₹.

WITNESSES:

1.

2.

WE SAY RECEIVED

For **M/s. Sanskruti Nirman Pvt. Ltd.**

Director

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

ANNEXURE – “VIII”

A COMMON AREAS & FACILITIES:-

- (i) Entrance lobby of the building;
- (ii) Staircase of the building including the landing for the purpose of ingress and egress, but not for the purpose of storage, recreation, residence or sleeping;
- (iii) Pump room with pump in the compound.
- (iv) Overhead water tanks.
- (v) Ground water tank with electrical pump.
- (vi) Lift Machine Rooms on the terrace.
- (vii) Terrace (i.e. the topmost habitable floor).
- (viii) Electrical wiring throughout the building.
- (ix) Necessary lights and public water connections.
- (x) The foundation and main walls, columns, beams and roofs of the said Building.
- (xi) Tanks, pumps, motors and in general all apparatus and installation existing for common use.
- (xii) Lifts.
- (xiii) Fire fighting equipment.

B LIMITED COMMON AREAS & FACILITIES:-

- i) Car parking space allotted to the respective Purchaser as part of user of the respective shop/office/flat purchased by him/her/them and for the sake of general convenience.
- ii) Landing in front of stairs on the floor on which the said Premises is located, as a mere access to the shop/office/flat but not for the purpose of storage, recreation, residence or sleeping. The landing is limited for the use of occupiers of the premises on that particular floor and the visitors thereto but is subject to means of access for reaching other floors, available to all residents and their visitors.
- iii) Terraces, which are allotted specifically to flat/office Allottees, shall belong to and are meant for the exclusive use of such flat/office Allottees alone. No other Premises-Allottees or the Society shall have or claim any rights thereto.

Promoters	Purchaser (1)	Purchaser (2)
x	x	x

DATED THIS DAY OF 20...

M/S. SANSKRUTI NIRMAN PVT. LTD.
... Promoters

AND

MR./SMT./M/S.
.....
... Purchaser

AGREEMENT FOR SALE
of
Shop/Office/Flat No....., Floor
“.....”
Shiva Vallabh Road
Dahisar (East),
Mumbai – 400 068

M/s. MV Law Partners,
Advocates & Solicitors,
215-218, Old Bake House, 2nd Floor,
16/22, Maharashtra Chamber of Commerce Lane,
Fort, Mumbai – 400 001

Promoters	Purchaser (1)	Purchaser (2)
x	x	x