

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made and entered into at Mumbai, this day of 2021

BETWEEN

M/S. NEW INDIA CONSTRUCTION CO., a partnership firm registered under the provisions of the Indian Partnership Act, 1932 and having its principal place of business at 201-A, Vertex Vikas, Sir M. V. Road, Andheri (East), Mumbai 400069, hereinafter called as **“the Promoter”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners for the time being and from time to time of the said firm and the last survivor of them and their heirs, executors, administrators and assigns) of the **ONE 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 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).

The Promoter and Purchaser are hereinafter collectively referred to as the **“Parties”** and individually as a **“Party”**.

WHEREAS:

(A) At all times prior to 1964, one Mr. Nazreth Manuel Fernandes (hereinafter referred to as **“Nazreth”**) was seized and possessed of or otherwise well sufficiently entitled to all that piece and parcel of land or ground bearing Survey No. 42A/1, Hissa No.8, now bearing CTS No. 497 of Village Gundavli, Taluka – Andheri, Mumbai Suburban District, admeasuring 1573

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Square Yards equivalent to 1315 Square Meters or thereabouts and now as per revenue record of Property Register Card admeasuring 1,255.10 Square Meters or thereabouts, situate, lying and being at Old Police Lane, Andheri (East), Mumbai 400 069 (hereinafter referred to as “**the said Land**”);

- (B) By and under a Deed of Conveyance dated 2nd January, 1964 made and executed by and between Nazreth (therein referred to as ‘*Vendor*’) of the First Part and one Mr. Ravindra Huna Dhake (therein referred to as ‘*Confirming Party*’) of the Second Part and one Mr. Sultan Ismail Semy (therein referred to as ‘*Purchaser*’ and hereinafter referred to as “**Sultan**”) of the Third Part, the said Nazreth with the consent and confirmation of Ravindra Huna Dhake, sold, transferred and conveyed the said Land unto and in favour of Sultan, at and for the consideration and on the terms as more particularly stated therein. The said Deed of Conveyance dated 2nd January, 1964 is duly registered with the Sub Registrar of Assurances at Bombay under Serial No. BND/10/1964;
- (C) It appears that the consideration money paid to Nazreth under the said Deed of Conveyance dated 2nd January, 1964, was paid out of the moneys jointly belonging to (i) Sultan, (ii) Mr. Akbar Ismail Semy, (iii) Mrs. Baid Dhanjibhai Chhaganlal and (iv) Mrs. Naseem daughter of Esmail Meherchand, but for the sake of convenience and expediency the said Conveyance was taken in the sole name of Sultan and in the circumstances Sultan held the said Land jointly for himself and for Mr. Akbar Ismail Semy, Mrs. Baid Dhanjibhai Chhaganlal and Mrs. Naseem, as tenants in common in equal moiety;
- (D) By and under a Deed of Conveyance dated 10th January, 1969, made and executed between (i) Sultan, (ii) Mr. Akbar Ismail Semi, (iii) Mrs. Baid Dhanjibhai Chhaganlal and (iv) Mrs. Naseem (therein collectively referred to as ‘*the Vendors*’) of the First Part, (i) Mr. Bellampalli Seetharam Shetty and (ii) Mr. Tuljo Ghumanmal Sirnani (therein collectively referred to as the ‘*First Confirming Parties*’) of the Second Part, Mr. Khush Mohammed Gouri (therein referred to as the ‘*Second Confirming Party*’) of the Third Part, (i) Mr. Sureshc-handra Yadavrao Janve, (ii) Mr. Ramchandra Gajanan Joshi and (iii) Mr. Gordhandas Mayaram Bhatia (therein collectively referred to as the ‘*Third Confirming Parties*’) of the Fourth Part and Jeevandham Co-operative Housing Society Limited, a co-operative society duly registered under Maharashtra Co-operative Societies Act, 1960, bearing registration no. BOM/HSG/1641/1968 (therein referred to as ‘*the Purchasers*’ and hereinafter

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referred to as “**the said Society**”) of the Fifth Part, the said Vendors named therein with the consent and confirmation of the said Conforming Parties, sold transferred and conveyed the said Land unto and in favour of the said Society, at and for the consideration and the terms and conditions more particularly stated therein. The said Conveyance Deed is duly registered with Sub Registrar of Assurances at Bombay under Serial No. BOM-R/189/1969;

- (E) After purchasing the said Land, in pursuance of the plans sanctioned by the Municipal Corporation of Greater Mumbai vide Intimation of Disapproval dated 20th January, 1969 bearing No. CE/1003/BSII/AK and Commencement Certificate dated 23rd January, 1969 issued thereon, the said Society constructed a building known as “Ish Prasad” on the said Land comprising of ground plus 3 (Three) upper floors, containing 24 (Twenty Four) residential flats (hereinafter referred to as “**the said Old Structure**”) and for which the MCGM had issued the Occupation and Building Completion Certificate dated 12th July, 197;
- (F) The said Society allotted the said 24 residential flats in the said Old Structure to various persons who were admitted by the said Society as its members and thus at all material time the said 24 residential flats in the said Old Structure were occupied by the original members of the said Society;
- (G) The said Land and the said Old Structure are hereinafter collectively referred to as “**the said Property**” and more particularly described in the **Schedule** hereunder written;
- (H) In the circumstances by virtue of the aforesaid events, the said Society is the absolute owner and holder in respect of the said Property, free from all the encumbrances. The name of the said Society is reflected in the property register cards and all other revenue records in respect of the said Land and the said Property, as the sole and absolute holder and owner thereof. A copy of the property register card in respect of the said Land is annexed hereto and marked as **Annexure-‘A’**;
- (I) The name of one Kanya Buddha Dhodi has been appearing on the property register card in respect of the said Land, as “İmlamalik”, though however, no such structure constructed by the said Kanya Buddha Dhodi was or is existing on the said Land and it appears that his name has been erroneously / wrongly entered on the property register card as İmlamalik”;
- (J) By a Development Agreement dated 26th October, 2020, made between the said Society, all 24 existing members of the said Society and the Promoter

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herein, the said Society and the said 24 Existing Members have granted to and in favour of the Promoter, exclusive rights to redevelop the said Property by demolishing the said Old Structure and constructing on the said Land, one or more new building/s, at and for the consideration and on the terms and conditions contained therein (hereinafter referred to as “**the said Development Agreement**”). The said Development Agreement is duly registered with the Sub-Registrar of Assurances at Vile Parle, Mumbai, under Serial No. BDR-18/9165/2020;

- (K) Pursuant to the said Development Agreement, the Society has executed a General Power of Attorney dated 27th October, 2020, in favour of the Promoter (*acting through its duly authorised partners*) to enable the Promoter to carry out and complete, full, free and uninterrupted development of the said Property by utilizing the complete development potential of the said Land and also to deal with various authorities including the Municipal Corporation of Greater Mumbai and other planning authorities under the provisions of the Maharashtra Regional and Town Planning Act, 1966 and for selling and otherwise creating third party rights in respect of the Free Sale Area (*as defined in the said Development Agreement*) in accordance with the said Development Agreement, as more particularly set out therein;
- (L) In pursuance of the said Development Agreement, the Promoter 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 residential flats in lieu of their existing flats in the said old structure and also to allot and provide to each of them one covered car parking space in the New Building proposed to be constructed by the Promoter on the said Property, on the terms and conditions more particularly stated therein;
- (M) Being entitled to carry out development on the said Property, the Promoter has submitted the proposal to the Municipal Corporation of Greater Mumbai (“**MCGM**”) for construction of a new building on the said Property with two Wings i.e. Wing-A and Wing-B, comprising of Stilt for Stack Parking + 1st to 14th Floors for commercial user containing Offices/Units in Wing-A and Stilt for Stack Parking & Fitness Centre + Society Office on 1st Floor + 2nd to 14th Floors containing Residential Flats in Wing-B, by loading and consuming land base Floor Space Index (“**FSI**”) of the said Property + claiming additional 0.50 F.S.I as per Regulation 30 (A) (1) Table 12 (II) (iii) + incentive FSI as per Regulation 33(7)(B) + admissible T.D.R as per

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Regulation 30 (A) (1) Table 12 (II) (iii) + 2 times Road Setback Area (part of TDR) + fungible compensatory FSI as per Regulation 31(3) + claiming area of staircases, lifts and lift lobby free of FSI by charging premium as per Regulation 31(1)(iv) of the Development Control Promotion & Regulations for Greater Mumbai, 2034 (hereinafter referred to as “**DCPR**”). The M.C.G.M. has granted its approval to the said proposal on, 2021, while granting various concessions for the same, a copy whereof is hereto annexed and marked as **Annexure-“B”**;

- (N) At present the Promoter has submitted the plan for construction of the said new building by loading and consuming only the land base FSI of the said land, while reserving its right to load on the future date the Fungible FSI, T.D.R./F.S.I. and all other additional FSI as may be available and consumable on the said Land in accordance with DCPR or otherwise as may be permissible under any statutory regulation from time to time in force. and the MCGM has sanctioned the said plans for construction of Stilt + 2 Upper Floors in Wings-A and B of the said new building, and issued an Intimation of Disapproval (**IOD**) thereon bearing No. dated, 2021 and also issued the Commencement Certificate (**CC**) bearing No. dated, 2021. The copies of the said IOD and CC are annexed hereto and marked as **Annexures-‘C’ & ‘D’**, respectively;
- (O) Prior to the issuance of the said Commencement Certificate, in pursuance of the said Development Agreement and the respective agreements for permanent alternate accommodations, the said Society and its existing members had vacated the said old structure and the Promoter had demolished the same for the purpose of commencing the re-development on the said Property;
- (P) The Purchaser is, thus, aware and hereby irrevocably admit, acknowledge and confirm that the Promoter is entitled to amend the said plans presently sanctioned by the MCGM, after loading the Fungible FSI, T.D.R./FSI and all other additional FSI, sanctioned by the MCGM as aforesaid, and after obtaining permissions and sanctions, from time to time, for the said amended plans, the Promoter shall be entitled to construct the said new building consisting of Two Wings i.e. Wing-“A” and Wing-“B”, comprising of Stilt for Stack Parking + 1st to 14th Floors for commercial user containing Offices/Units in Wing-A and Stilt for Stack Parking & Fitness Centre + Society Office on 1st Floor + 2nd to 14th Floors containing Residential Flats in

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Wing-B and for which no other or further consent or no-objection shall be required from the Purchaser;

- (Q) The authenticated copies of the plans of the Layout proposed to be put up by the Promoter and according to which the construction of the said new building and open spaces proposed to be provided for in the said project have been annexed hereto and marked as **Annexure-‘E’**;
- (R) While sanctioning the said plans the MCGM has laid and may from time to time, lay down various terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property and also to be observed and performed by the Allottees/Purchasers of various premises in the new building including the Purchaser herein;
- (S) While sanctioning the said plans the MCGM has granted the concessions for open space deficiencies and other concessions in respect of said new building of Stilt + 14 Upper Floors and thus the Purchaser is made aware that said plans are sanctioned by the MCGM with open space concessions and other concessions;
- (T) The Promoter has brought to the notice of the Purchaser, that the Promoter has executed the Undertaking-cum-Indemnity dated in favour of the MCGM and thereby agreed and undertook, *interalia*, as follows:
- a) that the part/pocket terraces area and areas claimed free of FSI, if any, will not be misused in future;
 - b) that the building under reference is in deficient open space and M.C.G.M. will not be held liable for the same in future;
 - c) that there is no contiguous holding / piece of land with the said Property;
 - d) that the area reserved for parking shall be used / utilized for the purpose of parking only;
 - e) that the lift machine room will not be misused;
 - f) that the conditions imposed in CFO NOC shall be abided;
 - g) that the mechanized parking system shall be equipped with electric sensor floor devices and also proper precautions and safety measures shall be taken to avoid any mishap and maintenance of the same shall be done regularly;

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- h) that excess parking spaces shall be handed over to M.C.G.M. free of cost in case full permissible FSI/TDR is not consumed;
 - i) that M.C.G.M. will not be held liable for any failure of mechanical parking system in future;
- (U) The Promoter has provided to the Purchaser a copy of the aforesaid Undertaking-Cum-Indemnity and the Purchaser hereby agree and undertake to abide by the undertakings given thereunder as if the same are given by the Purchaser;
- (V) The Promoter has entered into a standard agreement with an Architect Mr. Kulin Patrawla, registered with the Council of Architects and such agreement was as per the agreement prescribed by the Council of Architects; and the Promoter has appointed a the Structural Engineer, M/s. Neel Solutions, for the preparation of the structural design and drawings of the said new building and the Promoter accepts the services of the Architects and Structural Engineers till the completion of the said new building;
- (W) The Promoter shall at any time hereafter further amend the said plans, *interalia*, for the purpose of construction of additional floors by loading, consuming and utilizing the additional F.S.I., if any, as may be permissible under the DCPR after obtaining sanctions and permissions from the M.C.G.M. as the Promoter may deem fit and proper, and the Purchaser has/have by signing and executing this Agreement has granted his/her/.their no-objection and consent as contemplated under the provisions of Section 14 (2) of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**” for short) and the Rules and Regulations thereunder, for the said purposes to the Promoters;
- (X) In the premises aforesaid, after providing to the existing members of the said Society the Residential Flats and Car Parking Spaces as agreed under the said Development Agreement and the separate Agreements entered into by the Promoter with the existing individual members of the said Society, and subject to the terms and conditions of all the said agreements, the Promoter is entitled to allot/sell all remaining constructed area/premises and to allot car parking spaces in the said new building proposed to be constructed on the said Property and to be known as “**Ish Prasad**”, on what is commonly known as “Ownership Basis” and to enter into Agreement/s with the allottee/s / buyer/s of the said premises and to receive the sale price in respect thereof;

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- (Y) The Purchaser has/have inspected the title documents, permissions and sanctions from to time granted by various authorities, sanctioned and proposed Plans, I.O.D., C.C., the said Development Agreement, respective agreements between the Promoter and the respective existing members of the said Society, the relevant City Survey and Revenue Records etc. The Purchaser has/have accepted the Title Certificate dated 6th March, 2020 in respect of the said Land, issued by Mehta & Co., Advocates & Solicitors, a copy whereof is annexed and marked as **Annexure-‘F’**. The Purchaser has/have fully satisfied himself / herself / themselves about the rights of the Promoter to redevelop the said property and to construct the said new building and to allot/sale the remaining premises and the car parking spaces 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 Promoter with regard thereto;
- (Z) The Purchaser hereby admit and confirm that he/she/they had demanded from the Promoter and the Promoter has 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 MCGM 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 Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations thereunder and at the specific request made by the Purchaser the Promoter has furnished to the Purchaser 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 Promoter;
- (AA) Prior to making application, as hereinafter mentioned, as required by the provisions of the Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960), the Purchaser has made a declaration to the effect that neither the Purchaser nor the members of the family of the Purchaser own a tenement, house or building within the limits of operation of the said Society;
- (BB) The Purchaser has applied to the Promoter for allotment of one Office/Unit / Flat bearing No., admeasuring **Square Meter carpet area (as per RERA)** equivalent to **Square Feet carpet area (as per RERA)**, on the **Floor**, in **Wing-‘A’ / Wing-‘B’**, in the said

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Building proposed to be constructed on the said Property and known as **“Ish Prasad”** (hereinafter referred to as **“the said Premises”**);

- (CC) The carpet area of the said Premises is **Square Meter**, and “carpet area” means the net usable floor area of the Office/Unit/Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser 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 Office/Unit/Flat;
- (DD) Relying upon the said application, declaration and agreement, the Promoter has agreed to sell to the Purchaser, the said Premises at the price and on the terms and condition hereinafter appearing;
- (EE) The Promoter has got some of the approvals from the concerned local authority to the plans, 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;
- (FF) The Promoter has registered the Project under the provisions of the RERA with the Maharashtra Real Estate Regulatory Authority at Mumbai under Project Registration No. dated, 2021. A copy of the Registration Certificate under MahaRera is annexed hereto and marked as **Annexure-‘G’**;
- (GG) Under Section 13 of the RERA the Promoter is 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 **“Ish Prasad”** which is proposed to be constructed by the Promoter on the said Property more particularly described in the Schedule hereunder written, will be consisting of Two Wings i.e. Wing-“A” and Wing-“B”, comprising of Stilt for Stack Parking + 1st to 14th Floors for commercial

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user containing Offices/Units in Wing-A and Stilt for Stack Parking & Fitness Centre + Society Office on 1st Floor + 2nd to 14th Floors containing Residential Flats in Wing-B, together with attached terrace/s on the habitable floor/s, if any, and 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 MCGM and other planning authorities, as recited herein above.

3. The Purchaser hereby agree that the Promoter shall be entitled to further amend the plans for construction of additional floors in the said Building by loading, consuming and utilizing the additional F.S.I., if any, as permissible under the DCPR, till the issuance of the full occupancy certificate for the said Building, after obtaining further/additional sanctions and permissions from the MCGM to the amended or additional building plans as the Promoter may deem fit and proper. The Purchaser hereby further irrevocably agree that the Promoter, therefore, in its 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 Promoter may construct additional areas by constructing additional floors on the said Building, as may be approved by the MCGM The Purchaser hereby unconditionally give his/her/their express Irrevocable Consent and No Objection to the Promoter for carrying out from time to time, all desired amendments, alterations, additions, modifications to the said Plans for further construction of additional floors 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 RERA. 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 Promoter or any of them. If the Purchaser fails or neglects to sign 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.

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Provided that the Promoter shall have to obtain 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 M.C.G.M. or any other Government authorities or due to change in law.

- 4. The Purchaser hereby confirm that he/she is aware that, while sanctioning the plans the MCGM has granted the concessions for open space deficiencies and other concessions and thus the said plans are sanctioned by the MCGM 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 Promoter 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 Promoter and the Promoter have given inspection to the Purchaser of all the title documents relating to the said Property, agreements between the Promoter and the said Society and respective existing members of the said Society, permissions, approvals, sanctioned plans, specification, IOD, CC, etc. issued by the MCGM and all other documents which were required by the Purchaser, and as required under the RERA. The Purchaser hereby confirm 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 Promoter’s 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 Promoter and the said Society and the respective existing members of the said Society and that the Purchaser shall be bound by the same.
- 7. (i) The Purchaser hereby agree to purchase from the Promoter and the Promoter agree to sell to the Purchaser **Office/Unit / Flat bearing No., admeasuring Square Meter Carpet area (as per RERA) equivalent to Square Feet Carpet area (as per RERA), on Floor, in Wing-‘A’ / Wing-‘B’** of the said Building

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“**Ish Prasad**”, proposed to be constructed on the said Property, and as shown in the authenticated copy of the plan of the said premises, as sanctioned and approved by the M.C.G.M. annexed and marked as **Annexure-‘H’** (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-‘I’** hereto.

(ii) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agree to sell to the Purchaser Car Parking Space bearing No. **A/B-.....** located in the Stilt / Stack of the said Building, as sanctioned and approved by the M.C.G.M. annexed and marked as **Annexure-‘I’** (hereinafter referred to as “**the said Car Parking Space**”) at or for the lumpsum price and consideration of ₹/- (**Rupees only**).

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 10% of the total consideration, as advance deposit or application fee and hereby agree to pay to the Promoter the balance amount of purchase consideration of ₹/- (**Rupees only**) in the following manner:-

- (i) ₹/- (**Rupees only**)
being 10% to be paid on completion of the Plinth of the said building;
- (ii) ₹/- (**Rupees only**)
being 10% to be paid on completion of 3rd Slab of the said building;
- (iii) ₹/- (**Rupees only**)
being 10% to be paid on completion of 6th Slab of the said building;
- (iv) ₹/- (**Rupees only**)
being 10% to be paid on completion of 9th Slab of the said building;

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- (v) ₹/- (Rupees only)
being 10% to be paid on completion of 12th Slab of the said building;
 - (vi) ₹/- (Rupees only)
being 10% to be paid on completion of 15th Slab of the said building;
 - (vii) ₹/- (Rupees only)
being 5% to be paid on completion of the walls, internal plaster, floorings, doors and windows of the said Premises;
 - (viii) ₹/- (Rupees only)
being 5% to be paid on completion of sanitary fittings, staircases, lift wells and lobbies upto the floor level of the said Premises;
 - (ix) ₹/- (Rupees only)
being 5% to be paid on completion of the external plumbing and external plaster, electrical fittings, elevation, terraces with water proofing, of the wing of the said building in which the said Premises is located;
 - (x) ₹/- (Rupees only)
being 10% to be paid 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;
 - (xi) ₹/- (Rupees only)
being the balance 5% amount to be paid against and at the time of handing over of possession of the said Premises to the Purchaser on or after receipt of Occupation Certificate or Completion Certificate.
10. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter 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 Promoter) 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 MCGM or any other competent authority and/or any other increase in charges which may be levied or imposed by the MCGM or any other competent authority / Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development

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charges, cost or levies imposed by the MCGM any other competent authorities etc., the Promoter shall enclose the notification/order/rule/regulation published/issued in that behalf and to that effect alongwith the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

12.
- The Promoter shall confirm the final carpet area of the said Premises that has been allotted to the Purchaser after the construction of the said Building is complete and the Occupancy Certificate is granted by the MCGM, 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 Promoter. If there is any reduction in the carpet area of the said Premises within the defined limit then the Promoter shall refund the excess money paid by Purchaser and if there is any increase in the carpet area the Promoter 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 7 of this Agreement.
13.
- The Purchaser authorize the Promoter to adjust/appropriate all payments made by him/her/them under any heads of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in their sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any particular manner.
14.
- Time is of essence for the Promoter as well as the Purchaser. The Promoter 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 said Society 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/them and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause [9] hereinabove (**“Payment Plan”**) and the Purchaser shall be liable to pay to the Promoter 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 GST, TDS and other taxes as applicable from the due date till the date of payment thereof.

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15. The Purchaser shall pay each installment of the aforesaid purchase price to the Promoter 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 in favour of the Promoter 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 Promoter in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser hereby undertake to pay to the Promoter 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 Promoter 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 Promoter 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 Promoter 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 Promoter to receive interest as per the said Rule, on the Purchaser committing 3 (Three) defaults in payment of instalment as per payment schedule on due date for payment thereof or of any other amount due or payable by the Purchaser to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings), the Promoter shall at their own option, may terminate this Agreement:

Provided that, the Promoter shall give notice of 15 (Fifteen) days in writing to the Purchaser, by Registered Post Acknowledgement Due or by Courier or by E-mail at the address / email id 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

Promoter	Purchaser/s	

Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the said notice period than at the end of such notice period, this Agreement shall stand terminated.

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 Promoter shall be entitled to sell the said Premises and the Car Parking Space at such price and on the terms and conditions to such other person or party as the Promoter may in their absolute discretion deem fit;
- (c) the Promoter shall refund to the Purchaser the amount till then paid by the Purchaser to the Promoters towards aggregate purchaser price without any interest, after deducting therefrom:
 - (i) 20% of the aggregate purchase price or the earnest amount paid hereunder, whichever is higher (which is to stand forfeited to the Promoter as liquidated damages);
 - (ii) deduct GST and / or any other amount due or payable by the Purchaser and / or paid by the Promoter 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 Promoter 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 said resale price of the said Premises being less than the purchase price mentioned herein, the amount of such deficit.

However in case if the Promoter receive a credit/ refund of the GST amount paid by the Purchaser on this transaction, from the statutory authorities then in such a case the same shall be refunded by the Promoter 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 Promoter shall not

Promoter	Purchaser/s	

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 GST, Stamp Duty, Registration Fees, etc. The amount shall be accepted by the Purchaser in full satisfaction of all his/her/their claim under this Agreement and in or to the said Premises and the said Car Parking Space.

The Purchaser agree that receipt of the said refund by cheque from the Promoter by the Purchaser by Registered Post Acknowledgement Due or by Courier 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 Promoter in the said Premises and the said Building are set out in **Annexure-“J”** annexed hereto. The Promoter 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 Promoter 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 mechanical/stack car parking system in the said Building. It is specifically agreed by the Purchaser that the Promoter and/or MCGM shall not be held liable and/or responsible for failure of or any defect in the the mechanical/stack car parking system, after handing over of the same by the Promoter 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 Promoter has informed the Purchaser that it may construct the electricity sub-station on any part of the said Property, if so required by the electricity supply company/authority.
- 21. The Promoter hereby agree to observe, perform and comply with the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the MCGM 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 MCGM the Occupation Certificate in respect of the said

Promoter	Purchaser/s	

Premises. The Promoter hereby further agree to observe, perform and comply with the terms and conditions of all the agreements between the Promoter and the said Society and the respective existing members of the said Society.

22. The Promoter has informed the Purchaser that in terms of the hereinbefore recited Development Agreement with the said Society and individual Agreements for Alternate Accommodation between the Promoter and the respective existing members of the said Society, the Promoter is liable to handover possession of the permanent alternate accommodations to the respective existing members of the said Society before handover possession of any saleable premises to the buyers thereof, including the Purchaser herein. It is, however, agreed that the possession of the said Premises and the said Car Parking Space will be given by the Promoter to the Purchaser on or before 20.....

Provided that the Promoter shall be entitled to reasonable extension of time for giving possession of the said Premises and/or the said Car Parking Space on the aforesaid date, if the completion of the said Building is delayed on account of-

- (i) War, civil commotion, pandemic, lockdown or act of God;
 - (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
 - (iii) Any delay on the part of the MCGM or any other authority in granting required permissions and sanctions after the Promoter having applied for the same;
 - (iv) Any other reason/act/case beyond the Promoter's control.
23. The Promoter, upon obtaining the Occupancy Certificate from the competent authority and the Purchaser having made all payments payable to the Promoter as per this Agreement, shall offer in writing the possession of the said Premises and the said Car Parking Space to the Purchaser in terms of this Agreement. The Promoter on its 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 Promoter to the Purchaser intimating that the said Premises and the said Car Parking Space are ready for use and occupancy.

Promoter	Purchaser/s	

25. Upon receiving a written intimation from the Promoter as per Clause [23], the Purchaser shall take possession of the said Premises and the said Car Parking Space from the Promoter by executing necessary indemnities, undertakings and such other documentations as prescribed in this Agreement, and the Promoter shall give possession of the said Premises and the Car Parking Space to the Purchaser. In case the Purchaser fails to take possession within the time provided in Clause [24] the Purchaser shall continue to be liable to pay maintenance charges in respect of the said Premises and the said Car Parking Space, with interest on arrears, as applicable, with effect from the date of receiving the intimation from the Promoter as per Clause [23].
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 Promoter in writing 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 Promotes at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA.
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 Promoter and respective existing members of the said Society. 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 Promoter hereby declares that at present the Floor Space Index available in respect of the said Property is Square Meters and the Promoter is also entitled to load, consume and utilize the additional F.S.I. to an extent permissible under the DCPR 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 Promoter 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 full Occupation Certificate in respect of the said Building, all the benefits of such acquisition, i.e. by way of compensation and/or

Promoter	Purchaser/s	

F.S.I./T.D.R., shall be the exclusive property of the said Society and/or the Promoter, 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 and the said Car Parking Space agreed to be sold to him/her/them hereunder by the Promoter. 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 constructed 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 or the said Car Parking Space. 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 Promoter shall be entitled to sell all other saleable 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 buyers thereof.
33. After the Promoter execute this Agreement, it 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.
34. The Promoter shall be entitled to sign undertakings and indemnities under any law, rules or regulations concerning construction of the said Buildings or for implementation of the scheme for redevelopment of the said Property. The Purchaser shall not interfere with the said rights of Promoter in any manner whatsoever.
35. The Promoter shall in respect of any amount remaining unpaid by the Purchaser under this Agreement have first charge and lien on the said

Promoter	Purchaser/s	

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 Promoter for recovery of outstanding dues from the Purchaser.

36. It is hereby agreed that, so long as the various premises in the said building are not separately assessed by the MCGM 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.
37. 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.
38. The Purchaser agrees to pay all amounts payable to the Promoter under the terms of this Agreement as and when the same become due and payable. The Promoter 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 Promoter 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 Promoter 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 Promoter.
39. The Purchaser will be entitled to become the member of the said Society only after the Promoter making the request in writing to the said Society to admit the Purchaser as its member. The said request shall be made by the Promoter only after obtaining the Full Occupation Certificate for the said Building and the Purchaser making payment of the full price and consideration and all other amounts payable by him/her/them to the Promoter in terms of this Agreement, and also making payment of ₹ 1,750/- towards the cost of 35 Shares, ₹ 100/- towards membership fees, and ₹ 100/- per Square Feet of carpet area of the said Premises towards the proportionate contribution

Promoter	Purchaser/s	

towards capital / reserves / sinking fund / repairs fund / cash balance, etc. of the said Society. The Purchaser agree and undertake to become the Member of the said Society and to sign and execute all required applications and other papers and documents necessary for admission of the Purchaser as the member of the said Society. The Purchaser shall also be bound from time to time, to sign all the papers and documents as the Promoter may require him/her/them to do for safeguarding the interest of the Promoter, the said Society, the existing members of the said Society and buyers/allotees of the other premises in the said Building. Failure to comply with the provisions of this Clause on the part of the Purchaser will render this Agreement ipso facto void. The Purchaser shall ensure that as and when the Promoter shall so require, the Purchaser shall join in passing of all necessary resolutions by the said Society confirming the right of the Promoter 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 Promoter to sell other saleable premises in the building and structures to be constructed on the said Property.

40. The Purchaser shall on demand, deposit with the Promoter his/her/their proportionate share towards the costs, charges and expenses for installation of water meter, electric meter, gas meter (if any) and for any other facility/utility in the said Premises and the said Building.
41. 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.
42. 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

Promoter	Purchaser/s	

Government, Local Authority or any other statutory Authority, the same shall be carried out by the said Society and the allottees/buyers of various premises in the said Building, including the Purchaser herein, at his/her/their own costs and the Promoter shall not be in any manner liable or responsible for the same.

43. 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.
44. After the completion of the said Building and all other structures and premises intended to be constructed by the Promoter on the said Property in all respect and only after all saleable premises in the said Buildings that may have been constructed are sold and disposed off by the Promoter and the Promoter having received all dues receivable by it under the terms of the agreements with the allottees/buyers of all the said Premises including the Purchaser herein, the Promoter will hand over the said Building and all common areas to the said Society, and thereafter the said Society shall be entitled to deal with the said Property including the said Building and all common areas, as the said Society may deem fit and proper.
45. This Agreement shall be lodged for Registration with Sub-Registrar of Assurance at Vile Parle/Bandra in Mumbai by the Promoter, and the Purchaser will attend to the office of the concerned Sub-Registrar and admit execution hereof, after the Promoter 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 Promoter.
46. All letters, circulars, receipts and/or notices issued by the Promoter and dispatched through Courier or by Registered Post to the address last known to it 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 Promoter. For this purpose the Purchaser has given the following address and Email ID:
Name:
Address:
.....
Email ID:

Promoter	Purchaser/s	

48. The Purchaser hereby covenant to pay to the Promoter either on demand or before taking possession of the said Premises, the following amounts:

SR.NO.	AMOUNT (₹)	PARTICULARS
I		Meeting all legal costs, charges and expenses, including professional fees and other costs of the Promoter’s Advocates for preparing and engrossing this agreement
II	1850.00	Society’s Share Money & Membership Fee.
III		Proportionate contribution towards the Society’s capital / reserves / sinking fund / repairs fund / cash balance, etc. at ₹ 100/- per square foot carpet area of the said Premises
IV		Meeting all costs, charges and expenses for obtaining electric, water, gas and other utility connections in the said Premises and the said Building.
		TOTAL

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

49. Any delay or indulgence by the Promoter in enforcing any term or condition of this Agreement or any forbearance or granting of time to the Purchaser herein or any other allottees/buyers of other premises in the said building, shall not be consumed as waiver on the part of the Promoter of any such breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser or other such allottees/buyers nor shall the same in any manner prejudice the rights and remedies of the Promoter.

50. The Promoter 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 favour. The Purchaser herein shall exercise his/her/their rights under this Agreement only.

51. The Promoter hereby represent and warrant to the Purchaser as follows:

(i) The said Society has clear and marketable title with respect to the project land, as declared in the title report annexed to this Agreement

Promoter	Purchaser/s	

and the Promoter have the requisite rights to carry out the development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;

- (ii) The Promoter have lawful rights and requisite approvals from MCGM 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 Project;
- (iii) There are no encumbrances upon the project land 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 project land or Project except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the MCGM and other competent authorities with respect to the project, project land 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 MCGM and other competent authorities with respect to the project, project land and the said building shall be obtained by following the due process of law and the Promoter have been and shall at all times, remain to be in compliance with all applicable laws in relation to the project, project land, the said buildings/wings, and common areas;
- (vi) The Promoter has a 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 Promoter has not entered into any agreement for assignment of its rights or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Premises which will, in any manner, affect the rights of the Purchaser under this Agreement;
- (viii) The Promoter confirm that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Purchaser in the manner contemplated in this Agreement;

Promoter	Purchaser/s	

- (ix) Upon completion of the project, the Promoter shall hand over lawful, peaceful, physical possession of the said Property including common areas of the said Building to the said Society;
 - (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the issuance of the Full Occupation Certificate for the said Project;
 - (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 Promoter in respect of the project land 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 Promoter and undertakes as follows:
- (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

Promoter	Purchaser/s	

negligence or default of the Purchaser in this behalf and to indemnify the said Society as well as the Promoter.

- (c) To carry at his/her/their own costs and risk all internal repairs to the said Premises and maintain the said Premises and Car Parking Space in the condition, state and order in which the same were delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the said Building or the said Premises or 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 Promoter 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 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.

Promoter	Purchaser/s	

- (f) Pay to the Promoter within 7 days of demand by the Promoter, 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 the Promoter intimating the Purchaser to take possession of the said Premises and the said Car Parking Space from the Promoter, including for carrying out renovation/furniture in the said Premises, either before or after the issuance of the Occupation Certificate by the MCGM.
- (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 said Society and the Promoter 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 any part thereof until all the dues payable by the Purchaser to the Promoter 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 Promoter 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;

Promoter	Purchaser/s	

- (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 Promoter 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 Promoter 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 Promoter 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 Promoter 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 Promoter to the Purchaser, without any interest.
- (l) The Promoter 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 Promoter, 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 Promoter shall provide common amenities like security cabin with toilet, gymnasium / fitness center, letter-box area, servant / drivers toilets and Society office with toilet in the said Building of adequate sizes as may be approved by MCGM and allowed to be constructed free of FSI under the DCPR or other relevant and applicable law.

Promoter	Purchaser/s	

55. The Promoter 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 Promoter alone shall be entitled to all the benefits that may be granted by the MCGM 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 Promoter and supersedes, cancels and merges:
- (a) All agreements, negotiations, commitments, writings between the Purchaser and the Promoter prior to the date of execution of this agreement;
 - (b) All the representation, warranties, commitments, etc. made by the Promoter in any documents, brochure, hoarding, etc. and /or through on any other medium;
 - (c) The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoter under this Agreement;
 - (d) The Purchaser agree and acknowledge that the sample flat or commercial unit, if any, constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purpose of show casing the sample flat / unit and the Promoter is not liable / required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat / unit, other than as expressly agreed by the Promoter under this Agreement.
57. The Purchaser hereby admit and confirm that the Promoter has 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 Promoter, 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 Promoter 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 shall be liable to inspect the said Premises and the said Car Parking Space and willfully and

Promoter	Purchaser/s	

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 said Car Parking Space and the amenities provided therein and 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 Promoter with respect of the said Premises and/or the said Car Parking Space.

59. Forwarding 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 pays the Stamp Duty on this Agreement and secondly signs and delivers to the Promoter 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 Promoter. If the Purchaser fails to execute and deliver to the Promoter 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 Promoter, then the Promoter shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (Fifteen) days from the 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 stand forfeited to the Promoter 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 Promoter.
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 RERA 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

Promoter	Purchaser/s	

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. Whenever in this Agreement it is stipulated that the Purchaser has to make payment, in common with other buyers/allotees in the Project, the same shall be proportionate to the carpet area of the said Premises to the total area of all the premises in the Project.
- 63. The stamp duty, registration charges and other fees and charges on this Agreement shall be borne and paid by the Purchaser alone. The Promoter shall not be held liable and/or responsible for the same or any of them.
- 64. 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.
- 65. 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

ALL THAT piece and parcel of land and ground bearing CTS No. 497 of Village Gundavli, Taluka – Andheri, Mumbai Suburban District, admeasuring 1,255.10 square meters or thereabouts, lying, being and situate at Old Police Lane, Andheri (East), Mumbai 400 069 and bounded as follows:

- On or towards the North : by land bearing CTS No.505 and access road (CTS No.496).
- On or towards the South : by 13.8M wide Road and land bearing CTS No.500.
- On or towards the West : by land bearing CTS No.501.
- On or towards the East : by land bearing CTS No.494, 499 & 498.

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED DEVELOPERS M/s. NEW INDIA CONSTRUCTION COMPANY, THROUGH THEIR AUTHORIZED PARTNER:

Promoter	Purchaser/s	

Signature MR.	Photo	Left hand thumb impression
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in presence of

1.

2.

SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASER:

Signature MR. / MRS.	Photo	Left hand thumb impression
Signature MR. / MRS.	Photo	Left hand thumb impression

in presence of

1.

2.

RECEIPT

(Valid Subject to realization of cheques)

RECEIVED from the withinnamed the PURCHASER a sum of ₹
...../- (Rupees.....only)

Promoter	Purchaser/s	

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. New India Construction Co.**

Partner

Promoter	Purchaser/s	

DATED THIS DAY OF 20...

M/s. NEW INDIA CONSTRUCTION CO.
..... Promoter
AND
MR./MRS. Purchaser

AGREEMENT FOR SALE
of
Office/Flat No..... , Floor
“ISH PRASAD”
Old Police Lane, Andheri (East),
Mumbai-400 069.

Mehta & Co.,
Advocates & Solicitors,
S. P. Centre, 2nd Floor,
70, Nagindas Master Road,
For, Mumbai- 400 023

Promoter	Purchaser/s	