

AGREEMENT FOR SALE

THIS AGREEMENT is made at Mumbai on this _____

_____ BETWEEN **M/S KONARK SHAKTI**

GROUP OF COMPANIES, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 and having its office address at GP NO 19/21, 2nd FLOOR, RAGHULEELA MEGA MALL, KANDIVALI WEST, MUMBAI 400067, hereinafter called "**THE PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the present and future partners of the said firm, survivor or survivors of them and their heirs, executors, administrators and assigns of such last surviving partner) of the ONE PART;

AND

MR/MRS _____, Age _____

MR/MRS _____, Age _____

Indian Inhabitants, hereinafter called "THE ALLOTEE/S" residing at _____.

(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual or individuals, such individual

and/or individuals his/her their respective heirs, executors, administrators and permitted assigns) of the OTHER PART.

WHEREAS:

- A. **LIJJAT GODAVARI CHS LTD** ("The Said Society") is society registered under the Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/HSG/4024 of 1973 situated on CTS No 1301/8, Opp Vaishali Bhavan, MG Road, Kandivali West, Mumbai 400 067.
- B. **LIJJAT GODAVARI CHS LTD** is the Owner of the land admeasuring about 5000 sq. yards i.e. 4180.50 sq. mtrs. (as per Conveyance Deed) and admeasuring 3218.3 sq. mtrs (as per Property Registered Card) or thereabouts situated at M.G. Road, Kandivali (West), Mumbai – 400 067, in the Revenue Village Kandivali, Taluka Borivali, in the Registration District of Mumbai Suburban District bearing Sub-Divided Plot No. 11, forming part of Survey No. 27 Hissa Nos. 7, 11 and 12, Survey No. 28 Hissa Nos. 1 to 3 bearing C.T.S. No. 1301/8 and more particularly described in the **First Schedule** hereunder written (for brevity's sake hereinafter referred to as "**The Said Project Land**").
- C. By and under the Development Agreement dated the 28th July 2016 registered with the Sub-Registrar of Assurances at Borivali, Mumbai, under Sr. No. BRL5 / 9638 of 2016 ("**the said Development Agreement**"), executed between the Society of the One part and Promoters herein, the Society have granted the right of development of the said project land, unto and in favor of The Promoters to develop the said project land by demolishing the existing building on the said Land and constructing the New Building at and for consideration and on the terms and conditions more particularly recorded therein.
- D. In pursuance of the registration of the Development Agreement, The Society also executed & registered a Power of Attorney in favor of the said Promoters, jointly or severally to enable them to obtain all the permissions, to get the plans for the development of the said project land sanctioned and to obtain IOD and CC in respect thereof as also to sell, transfer and dispose of the residential

flats and other units in the development of the said project land described in the First Schedule hereunder written.

- E. The Promoters shall develop the said project land by constructing there on a building to be known as “**ZEN GARDENS**” consisting of 2 wings having Stilt + 19 or more upper floors comprising of residential Flats (“**The New Building**”) together with the provisions for terraces, and other necessary amenities and facilities there to in accordance with plans approved or to be approved or revised or amended from time to time by the MCGM for the purpose of selling, leasing or otherwise transferring the same, or giving the same on tenancy or license basis to prospective purchasers/lessees/ tenants/licensees and other transferees as the case may be on the terms and conditions as they may deem fit (**The Said Real Estate Project**).
- F. Authenticated copy of the Certificate of Title issued by _____ (**Advocates & Solicitors**) dated _____ certifying the nature of title to the Project Land is annexed herewith this agreement. Authenticated copy of the Property Register Card and CTS Plan of the said Land is annexed herewith this agreement.
- G. The Promoters has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects
- H. The Promoters has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and The Promoters accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- I. By virtue of the Development Agreement/Power of Attorney, The Promoters has sole and exclusive right to sell the Said Flats in the said proposed new building/s to be constructed by The Promoters on the project land and to enter into Agreement/s with the Allottee/s of the Said Flats to receive the sale consideration in respect thereof;

- J. On demand from the Allottee/s, The Promoters has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by The Promoters Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made thereunder;
- K. The Promoters through their Architects submitted building plans in respect of the Building to be constructed on the Project Land to the Municipal Corporation of Greater Mumbai (MCGM) and obtained IOD No. P-3899/2019/(1301/8)/R/S Ward/KANDIVALI R/S dated 01-07-2021. The Promoters have also obtained Commencement Certificate dated 12/08/2021 from MCGM 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. The copy of the said IOD and copy of the Commencement Certificate alongwith the approved plans is annexed herewith this agreement.
- L. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by The Promoters while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- M. The Promoters has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- N. After satisfying themselves with regard to the title of the Project Land and after perusal and inspection of all the title deeds, orders and various permissions, sanctions and approvals mentioned hereinabove, The Allottee/s has applied to the Promoters for allotment of an 01 BHK / 02 BHK Flat bearing **Flat No. _____** on _____ **floor** in _____ wing of the said new Building to be named as “**ZEN GARDENS**”, of carpet area admeasuring _____ **sq. feet (Equivalent to _____ Sq. Mtrs)** being constructed by The Promoters

on the Project Land along with _____ Car Parking space with full notice of the terms conditions and provisions contained in documents hereinabove and subject to the terms and conditions hereinafter appearing

- O. The carpet area of the said Flat is _____ square meters and "carpet area" means the net usable floor area of an said Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee/s or veranda area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the said Flat. Minor variation of (+/-) 3% in actual carpet areas may occur as result of finishing tolerances.
- P. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- Q. The Promoters has registered the said Real Estate Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai under registration no. _____. Authenticated copy of the Registration is annexed herewith this agreement.
- R. Under section 13 of the said Act, the Promoters is required to execute a written Agreement for sale of said Flat with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- S. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, on which The Promoters have agreed to sell and the Allottee/s hereby agrees to purchase the said new flat in the manner hereinafter appearing;

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

1. The Promoters shall construct the said building i.e. **“ZEN GARDENS”** consisting of 2 wings having Stilt + 19 or more upper floors comprising of residential Flats (**“The New Building”**) together with the provisions for terraces, and other necessary amenities and facilities on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
2. The Allottee/s hereby agrees to purchase from The Promoters and The Promoters hereby agrees to sell to the Allottee/s 01 BHK / 02 BHK Flat bearing **Flat No.** _____ admeasuring _____ sq. feet carpet area on _____ **floor** in _____ wing of the new building proposed to be constructed on the said project land to be known as **“Zen Gardens”** for the consideration of **Rs** _____/- (**Rupees** _____**only**) (**Sale Price**). The said flat is earmarked on the Floor plan annexed herewith this agreement. It is hereby agreed between the parties that out of the Sale Price, 20% of the Sale Price is earnest money and is referred to herein as the **“Earnest Money”**.
3. The Promoters also hereby agrees to allot _____ car parking space to the said Allottee/s in Open/Stilt/Mechanical/ Puzzle/Pit/Stack or in any other form. The Final physical Location of the said car parking spaces shall be earmarked by the said Promoters at the time of offering possession of the said new Flat to the said Allottee/s. The Allottee/s shall not raise any objection with the location of the said car parking space or type of car parking space nor the Allottee/s shall claim any more parking in open/stilt/mechanical from the MAHARERA (save and except _____ car parking spaces allotted by the said Promoters to the said Allottee/s in this agreement) and/or any other competent authority under the pretext of any MCGM approved plans as The Promoters is the final authority to allot/sell parking spaces to the prospective Allottee/s as The Promoters deems fit. The Allottee/s shall also not raise any

objection regarding the allotment of the car parking spaces done by the said Promoters to any other Allottee/s. The final location of any car parking spaces earmarked by the said Promoters for the allotment of the said car parking spaces shall be final.

4. The Allottee/s has agreed to pay the Sale Price for the purchase of the said flat to the said Promoters upon completion of following milestone and in the following manner as agreed between the parties :-

Sr No	Milestone	%	Total Amount
1	At the time of Booking	10%	
2	Upon Execution of Agreement (Including balance portion of Earnest Money)	10%	
3	On Completion of Plinth	10%	
4	Upon casting of 4 th slab.	8%	
	Upon casting of 8 th slab.	8%	
	Upon casting of 12 th slab.	8%	
	Upon casting of 15 th slab.	8%	
	Upon casting of 19 th slab.	8%	
5	Completion of Walls, Internal Plaster, Flooring, Door and Windows of the said Flat.	10%	
6	Completion of Staircase, lift wells, lobbies upto the floor level of the said Flat.	5%	
7	Completion of External plumbing, External Plaster, Terraces with water proofing of the Real Estate Project.	5%	
8	Completion of Door Fitting, Sanitary fittings, Lift, External Painting of the said Real Estate Project.	5%	
9	On / Before offering possession of the said Flat to the Allottee/s on/after receipt of occupation certificate or completion certificate with respect to the said wing of the said Real Estate project.	Balance	
	Total	100%	Rs _____/-

5. In addition to the Sale Price, the Allottee/s shall also bear and pay the taxes consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the Premises and/or this Agreement. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in

relation to the said Flat, shall be borne and paid by the Allottee/s alone and the Promoters shall not be liable to bear or pay the same or any part thereof.

6. The Allottee/s shall deduct tax at source ("TDS") from each instalment of the Sale Price as required under the Income-tax Act, 1961. The Allottee/s shall cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 at the earliest. In the event of any loss of tax credit to the Promoters due to the Allottee/s's failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoters from the Allottee/s.
7. The Sale Price is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., The Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
8. The Allottee/s hereby confirms that there may a variation/deficiency of 3% in measurement of the final carpet area of the said actual flat due to finishing tolerances and the Allottee/s shall not claim for any kind of compensation for such variation/deficiency from The Promoters.
9. The Allottee/s authorizes The Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as The Promoters may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct The Promoters to adjust his payments in any manner.
10. The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been

imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Said Flat to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Said Flat.

11. Time is essence for The Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the Said Flat to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by The Promoters as provided in clause ____ herein above. (**“Payment Plan”**).
12. The Promoters hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoters has planned to utilize Floor Space Index of _____ square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters has disclosed the Floor Space Index of _____ square meters as proposed to be utilized by him on the project land in the said Project and Allottee/s has agreed to purchase the said Flat based on the proposed construction and sale of said Flats to be carried out by The Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.
13. If the Allottee/s fail(s) to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Allottee/s shall pay to the Promoters interest at the Interest Rate (i.e. State Bank of India Highest

Marginal Cost of Lending Rate plus 2% thereon) in terms of this Agreement, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate in terms of this Agreement.

14. Without prejudice to the right of the Promoters to charge interest at the Interest Rate in terms of this Agreement, and any other rights and remedies available to the Promoters, either (a) on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee/s committing 3 (three) defaults of payment of instalments of the Sale Price, the Promoters shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s. Provided that Promoters shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by The Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s (**"Promoters Termination Notice"**) by Courier / Email / Registered Post A.D at the address provided by the Allottee/s. Upon receipt of the Promoters Termination Notice by the said Allottee/s, this agreement shall stand terminated and cancelled.
15. On the termination and cancellation of this Agreement in the manner as stated in this Clause and without prejudice to the other rights, remedies and contentions of the Promoters, the Promoters shall be entitled to forfeit the Earnest Money as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty. Upon registration of the deed of

cancellation in respect of the said Flat and upon resale of the said Flat i.e. upon the Promoters subsequently selling and transferring the said Flat to another allottee and receipt of the sale price thereon, the Promoters shall after adjusting the Earnest Money, refund to the Allottee/s, the balance amount, if any of the paid-up Sale Price and after also deducting interest on any overdue payments, incentives/discounts/benefits of any nature whatsoever if passed on to the Allottee/s under the transaction contemplated herein with respect to the said Flat, brokerage/referral fees, administrative charges as determined by the Promoters and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoters and/or the said Flat and the Promoters shall be entitled to deal with and/or dispose off the said Flat in the manner it deems fit and proper.

16. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by The Promoters in the said building and the Said Flat are set out in annexure annexed hereto.
17. The Promoters shall endeavour to complete the construction of the said flat to the Allottee/s on or before _____. Provided however, that The Promoters shall be entitled to reasonable extension of time for giving possession of Said Flat on the aforesaid date, if the completion of building in which the Said Flat is to be situated is delayed on account of -
 - a) war, civil commotion or act of God ;
 - b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
 - c) non-availability of steel, cement, other building material; water, electric supply;
 - d) Delay in obtaining C.C. / O.C. or any other required approvals/permissions/sanctions by MCGM or any other Competent Authorities/Government Bodies, beyond the control of Promoters.

- e) Any other circumstances that may be deemed reasonable by the Authority.
18. If the Promoters fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Flat to the Allottee/s on the Completion Date (save and except for the reasons as stated in Clause _____ above), then the Allottee/s shall be entitled to either of the following:-
- a) Call upon the Promoters by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoters (**“Interest Notice”**), to pay interest as prescribed under RERA (**“the Interest Rate”**) for every month of delay from the Completion Date, on the Sale Price paid by the Allottee/s. The interest shall be paid by the Promoters to the Allottee/s till the date of offering to hand over of the possession of the said Flat by the Promoters to the Allottee/s; **OR**
- b) The Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoters by Courier / E-mail / Registered Post A.D. at the address provided by the Promoters (**“Allottee Termination Notice”**). On the receipt of the Allottee/s Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoters, the Promoters shall refund to the Allottee/s the amounts already received by the Promoters under this Agreement with the Interest Rate to be computed from the date the Promoters received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are repaid. On such repayment of the amounts by the Promoters (as stated in this clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoters and/or the said Flat and/or car park and the Promoters shall be entitled to deal with and/or dispose off the said Flat and/or the car park in the manner it deems fit and proper.
- c) In case if the Allottee/s elects his/her/their/its remedy under sub-clause _____ above then in such a case the Allottee/s shall not

subsequently be entitled to the remedy under sub-clause _____ above.

19. **PROCEDURE FOR TAKING POSSESSION –**

- a) The Promoters, upon obtaining the occupancy / Completion certificate from the competent authority and upon receiving the entire sale price from the said Allottee/s along with any other amount payable under this agreement including but not limited to interest more specifically mentioned in clause no ____ of this agreement, shall offer in writing the possession of the said flat to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoters shall offer/give possession of the to the Allottee/s.
- b) On expiry of 15 days' notice period, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Said Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. the Allottee/s shall pay to The Promoters such proportionate share of outgoings as may be determined until such time The Promoters handover the day to day affairs of the said project to the society after all the flats of the said Promoters is sold.

20. **CONSTRUCTION / FINISHINGS:**

- a) The Promoters has appointed/will appoint, third party contractors(s) for construction and execution of the Real Estate Project. In case of defect(s) in construction or workmanship, the Promoters and the Allottee/s shall collectively approach the third party contractor(s) for the rectification of the defect(s).
- b) In spite of all the necessary steps and precautions taken while designing and constructing the Real Estate Project, the concrete slabs/beams may

deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and /or alterations etc. carried out by the Allottee/s and any other allottee/s/occupants of the other apartments/flats in the Real Estate Project. The Allottee/s agree(s) and covenant(s) not to hold the Promoters liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Allottee/s and any other allottee/s/occupants of the Real Estate Project and the Allottee/s shall not raise any claim(s) against the Promoters in this regard.

- c) If within a period of five years from the date of handing over the Said Flat to the Allottee/s, the Allottee/s brings to the notice of The Promoters any structural defect in the Said Flat or the building in which the Said Flat are 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 his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from The Promoters, compensation for such defect in the manner as provided under the Act.

21. It is agreed and confirmed by the Allottee/s that if during the construction of the building & before taking over the possession from The Promoters, the Allottee/s intend/s to sell the said flat to any other person / third party then such transfer shall be subject to :

- a. Prior written permission of The Promoters;
- b. All the dues, consideration value, taxes, interest (if any), other charges is paid in totality as applicable as per various clauses of this agreement prior to transfer from The Promoters;

- c. The Draft of the Transfer deed shall be approved by The Promoters before transfer;
 - d. The Transfer Deed incorporates all the terms and conditions as mentioned in the present Agreement.
 - e. Bank, financial Institution etc. mortgage clear NOC in case if loan is taken;
 - f. Prior approval of the new Purchasers/intending member from the society.
 - g. Upon payment of Transfer fees attributing to 1% of the Sale Price to the said Developer.
22. The Allottee/s shall use the Said Flat or any part thereof or permit the same to be used only for purpose of residence for carrying on any industry or business. He shall use the parking space only for purpose of keeping or parking vehicle.
23. **The Allottee/s shall on or before delivery of possession of the said Flat keep deposited with The Promoters, the following amounts:-**
- a) Proportionate amount attributable towards Development Charges paid by the said Promoters to the MCGM Authority.
 - b) Amount towards share money and entrance fee of the Society.
 - c) Twelve months' proportionate share of the Allottee/s in the Municipal Property Taxes, rates, assessment, land revenue and other expenses and outgoings in respect of the said building and land appurtenant as ascertained by The Promoters.
 - d) Any proportionate amounts towards existing sinking fund as attributed by all the members of the said society not exceeding Rs 25,000/-.
24. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS**
- The Promoters hereby represents and warrants to the Allottee/s as follows:
- a) The Promoters has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land

and also has actual, physical and legal possession of the project land for the implementation of the Project;

- b) The Promoters has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- c) There are no encumbrances upon the project land or the Project save and except those disclosed in the title report (if any);
- d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- e) The said society have also entered into a right of way agreement with Shanti No 1 CHSL bearing registration No_____ to give right of way of any area admeasuring 27.22 sq. mtrs to Shanti No 1 CHSL and more particularly marked on plan annexed herewith this agreement.
- f) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits t o b e issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and The Promoters has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- g) The Promoters has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- h) The Promoters has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and

the said Flat which will, in any manner, affect the rights of Allottee/s under this Agreement;

- i) The Promoters confirms that The Promoters is not restricted in any manner whatsoever from selling the said Flat to the Allottee/s in the manner contemplated in this Agreement;
- j) The Promoters has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said project land) has been received or served upon The Promoters in respect of the project land and/or the Project except those disclosed in the title report.

25. **The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Said Flat may come, hereby covenants with The Promoters as follows :-**

- a) To maintain the Said Flat at the Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the Said Flat is taken and shall not do or suffer to be done anything in or to the building in which the Said Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Said Flat is situated and the Said Flat itself or any part thereof without the consent of the local authorities, if required.
- b) Not to store in the Said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any

other structure of the building in which the Said Flat is situated, including entrances of the building in which the Said Flat is situated and in case any damage is caused to the building in which the Said Flat is situated or the Said Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

- c) To carry out at his own cost all internal repairs to the said Flat and maintain the Said Flat in the same condition, state and order in which it was delivered by The Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Said Flat is situated or the Said Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the Said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said Flat is situated and shall keep the portion, sewers, drains and pipes in the Said Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Said Flat without the prior written permission of The Promoters and/or the Society or the Limited Company.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Flat in the compound or any portion of the project land and the building in which the Said Flat is situated.
- g) Pay to The Promoters within fifteen days of demand by The Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Said Flat is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Said Flat by the Allottee/s for any purposes other than for purpose for which it is sold.
- i) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Flat until all the dues payable by the Allottee/s to The Promoters under this Agreement are fully paid up.
- j) The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Said Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- k) Till such time all the flats of The Promoters are sold and entire consideration amount is received to The Promoters, the Allottee/s shall permit The Promoters and their surveyors and agents, with or without

workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

26. **The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Said Flat may come, hereby covenants as follows :-**

- a) The Allottee/s is aware that there is open space deficiency due to the existing policy of the M.C.G.M. and the construction at site of the Property is being carried out in compliance of the open space deficiency policy of the M.C.G.M and the Allottee/s shall not raise any objection/complaint in regards to the same.
- b) The Allottee/s further agree, confirms that the mechanized stack parking systems will be used for the parking of the vehicles and is fully aware that it is the Allottee/s /Societies responsibility to maintain the same as per the manufacturer's specifications. The Allottee/s hereby indemnifies Municipal Corporation of Greater Mumbai (MCGM) / Promoters from any failure of mechanical parking in future.
- c) The Allottee/s further agree, confirms that they will not hold The Promoters and/or MCGM liable for proposed inadequate / substandard sizes of the rooms in future and complaints of whatsoever nature will not be made in future.
- d) The Allottee/s further agree, confirms that there is inadequate manoeuvring space of car parking's and the Member will not make any complaint to The Promoters and/or MCGM in regards to the same.

27. The Promoters shall maintain a separate account in respect of sums received by The Promoters from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

28. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Said Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of The Promoters until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
29. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE**
After The Promoters executes this Agreement he shall not mortgage or create a charge on the Said Flat 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 Allottee/s who has taken or agreed to take such Said Flat.
30. **BINDING EFFECT**
Forwarding this Agreement to the Allottee/s by The Promoters does not create a binding obligation on the part of The Promoters or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by The Promoters.
31. **ENTIRE AGREEMENT**
This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat as the case may be.
32. **RIGHT TO AMEND**

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

33. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S
/ SUBSEQUENT ALLOTTEE/S**

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 Allottee/s of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

34. **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

35. **FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

36. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by The Promoters through its authorized signatory at The Promoters Office, or at some other place, which may be mutually agreed between The Promoters and the Allottee/s, in after the Agreement is duly executed by the Allottee/s and

The Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.

37. The Allottee/s and/or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and The Promoters will attend such office and admit execution thereof.
38. That all notices to be served on the Allottee/s and The Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or The Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Allottee/s Name and address:

Promoters name and Address:

M/S KONARK SHAKTI GROUP OF COMPANIES
GP No 19, 2nd Floor, Raghuleela Mega Mall,
Kandivali West, Mumbai 400067
Notified Email ID: info@konarkshakti.com

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

39. **JOINT ALLOTTEE/S**
That in case there are Joint Allottee/s all communications shall be sent by The Promoters to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.
40. **STAMP DUTY AND REGISTRATION**

The charges towards stamp duty of this Agreement shall be borne by The Promoters/s and the Registration charges towards the registration of this agreement shall be borne by the said Allottee/s.

41. **DISPUTE RESOLUTION**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

42. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement

43. **PAN CARD of parties is as under:**

Promoters/s :
Allottee/s :

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(THE SAID PROJECT LAND”)

ALL THAT piece and parcel of non-agricultural land or ground situate lying and being at M.G. Road, Kandivali (West), Mumbai – 400 067, in the Revenue Village Kandivali, Taluka Borivali in the Registration District of Mumbai Suburban District now bearing C.T.S. No. 1301/8 admeasuring about 3218.3 sq. mtrs. or thereabout (with the benefit of titbit area) and bounded as follows:-

On or towards West : Survey No. 1326
On or towards South : Survey No. 1332-A & 1325A
On or towards North : Partly by Survey No. 1327/A & 1301-6
On or towards East : Survey No. 1301/10

THE SECOND SCHEDULE ABOVE REFERRED TO:
(The Said Flat)

All that _____ BHK Flat being **Flat No.** _____ admeasuring _____ Square Feet carpet area (As per section 2k of the RERA Act, 2016) on _____ Floor in _____ wing of the New Building proposed to be constructed on the said project land to be known as **“ZEN GARDENS”** which is being constructed on the plot of land bearing C.T.S. No. 1301/8 in the Registration District and Sub-District of Mumbai Suburban situated at Village Kandivali, Tal. Borivali and located at MG Road, Kandivali West, Mumbai 400067.

THE THIRD SCHEDULE REFERRED TO NATURE, EXTENT AND
DESCRIPTION OF COMMON AREAS AND FACILITIES.

Common areas and facilities, Proportionate of Immediate area abutting the main door after landing abutting the said Flat.

Limited common areas & facilities: Prorate right along with all Allottee(s) in the said Building in limited common areas and facilities i.e. to say.

- 1) Staircase
- 2) Entrance lobby
- 3) Lift, lift machine room (if any)
- 4) Parking as per allotment.
- 5) Play area /fitness centre
- 6) Swimming Pool
- 7) Enclosed Society office .

SIGNED, SEALED AND DELIVERED)
by the withinnamed PROMOTERS)
“M/S KONARK SHAKTI GROUP OF COMPANIES”)
Through its Authorized Partner)
Authorised to sign this agreement vide)
Authority letter dated _____)
MR. DHARAM H. JAGDA)

SIGNED, SEALED AND DELIVERED)
by the withinnamed ALLOTTEE/S)
_____)

_____)

In Presence of)