

Without prejudice and subject to the approval by the clients and unless executed the same is not binding and the same can be modified further within the framework of MahaRera

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai, this _____
day of _____, in the Year Two Thousand _____

BETWEEN

M/S. HINDUSTAN REALTY LIMITED, A Registered Company, Registered under Section ____ of The Companies Act, 1956 & 2012 (As amended), bearing CIN Number U45100MH2013PLC243806 and having its office at 3rd Floor, A Wing, Victory Park, Chandavarkar Road, Borivali (West), Mumbai-400092 through it's Director / Authorized signatory _____, Age ____ years, Occupation – Service having office at as above hereinafter called **"THE DEVELOPERS / PROMOTERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Directors or Directors for the time being of the said firm, the survivors or survivor of them and the heirs, executors, administrators and assignee of last such surviving director) of the ONE PART;

AND

MR./MRS./MESSRS _____
_____ an
adult/s Indian inhabitants/ residing at / having his/ her/ its/ their
address at _____

hereinafter called **"THE ALLOTTE/S/ PURCHASER/S"** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include in the case of individuals his/her/their heirs and legal representatives, executors and administrators and in case of the HUF, the members and the coparceners of HUF from time to time and the last surviving member and coparcener and the legal heirs, executors and administrators of such last surviving member

and in case of directorship firm the directors constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives, executors and administrators and in the case of a corporate body, its successors and in the case of the Trust its Trustees for the time being) of the OTHER PART:

WHEREAS:-

- (a) DATTA DHAM CO-OP. HOUSING SOCIETY LIMITED, a society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing Regd. No. BOM / WR / HSG / TC / 4921 / 1991-92 dated 14/10/1991, having its address at Sainath Nagar, Eksar Road, Devidas Extention Road, In front of Om Shanti Garden, Borivali – West, Mumbai – 400 103 (hereinafter referred to as “the said Society”) comprising of 40 members. The Society has adopted model bye-laws of the housing society for control and management of the internal affairs of the Society and in pursuance thereto issued five (5) fully paid up shares of Rs.50/- each out of it's paid up share capital under the share certificates duly issued under the common seal of the said society to all flat purchasers at that relevant time.
- (b) The DATTA DHAM CO-OP. HOUSING SOCIETY LIMITED herein is the owner of and as such seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land bearing survey No.204, Hissa No. 6 (pt.) and Hissa No.6 / 1 having corresponding CTS No. 2394/A of Village – Eksar, Taluka – Borivali admeasuring 1604.7 sq. mtrs. situated at Devidas Lane, Borivali West, Mumbai 400 103 together with structure / building standing thereon known as “Datta Dham” presently in use, occupation and possession of the Members of the Society and hereinafter referred to as ‘the said Land’ and ‘the said building’ respectively. The said land and the said building are hereinafter collectively referred to as “the said Property”, more particularly described in the First Schedule hereunder written.
- (c) Shri Balkrushna Dattu Mhatre & 7 Ors. and Tukaram Dattu Mhatre & 5 Ors. and Yashwant Dattu Mhatre & 4 Ors. were the original joint owners (hereinafter referred to as “the Said Joint Owners”) in respect of property bearing survey No. 204, Hissa No. 6 having corresponding CTS No. 2934 of Village – Eksar, Taluka – Borivali admeasuring 2065.8 sq. mtrs. in the registration and sub registration area of Mumbai suburban District.
- (d) The said Joint Owners for the consideration and terms and conditions mentioned in Development Agreement dated 29th June, 1982 granted the development rights in respect of the said property to Messrs. Shri Sadanand Maharaj Construction Company (hereinafter referred to as the said builder) for the purpose of development of the said Property.
- (e) The said Joint Owners also executed Irrevocable Power of Attorney on 4th April, 1985 in favour of Messrs. Shri Sadanand Maharaj Construction Company on the terms and conditions mentioned therein.

- (f) That as per the order of the office of City Survey Office - 6, Jogeshwari bearing no. Eksar / City Survey Nos. 2394 / 85 dated 03.06.1985 out of total area admeasuring 2065.9 sq. mtrs. under the property card bearing no.2394 of Village Eksar an area admeasuring about 645.2 have been gone under road set back and accordingly open a New Property Card being C.T.S. No. 2394 / B of Village - Eksar, Taluka – Borivali, Dist. Mumbai Suburban and after subtracting, an area admeasuring 1420.7 sq. mtrs. was maintained under CTS No.2394 / A of Village - Eksar, Taluka – Borivali, Dist. Mumbai Suburban (herein after referred to as “the said Land No.1”).
- (g) The Messrs. Shri Sadanand Maharaj Construction Company, had caused construction & applied for various permissions & sanctioned with the competent authority for the purpose of constructing building on the said property to be known as, “Datta Dham” & constructed a building consisting of Ground + Four Upper floors with two wings (without Lift) namely ‘A’ & ‘B’ wing having 40 Flats and sold to individuals as per the approved plan and had entered into Agreement for Sale of flats with the individuals as required by section 4 of the Maharashtra ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963.
- (h) The Occupiers of the building known as DATTA DHAM have formed and registered a Co-operative Housing Society in the name and style of DATTA DHAM CO-OPERATIVE HOUSING SOCIETY LTD., under the Co-operative Societies Act, 1960 under registration no. BOM/WR/HSG/TC/ 5959 / 1991 – 92 dated 14-10-1991.
- (i) The said Messrs. Shri Sadanand Maharaj Construction Company had agreed to convey the said property with the entire building constructed thereon to the said society, as provided in Rule 9 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Rules, 1963.
- (j) The said Joint owners & the builder being the promoters, and/or their legal heirs, if any, have jointly and/or severally failed to convey the said property in favour of the Society.
- (k) The Society thereafter made correspondences with the Joint Owners and Builder/Promoters etc. to execute the Conveyance Deed conveying the right, title and interest with respect to the said property in favour of the Society. The Owners and Builder Promoters including their legal heirs and representatives did not comply with such requests, nor took any steps to execute a Conveyance Deed.
- (l) The said Datta Dham Co-operative Housing Society Ltd., has under the provision of section 11(3) and 11(4) of the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “the said Act”) had applied to the District Deputy Registrar, Co-operative Societies, Mumbai City (4) u/s 5A of the Maharashtra Ownership Flat Act. being the “COMPETENT AUTHORITY” for enforcing unilateral execution of conveyance deed conveying the right, title and interest of the promoter in the land and building in favour of the Society, as deemed conveyance and have it registered as provided under section 11(3) and 11(4) of the said Act, provide for the cost and such other relief as this Authority may deem fit in the circumstances of the case.

(m) The Competent Authority after having a fair trial under the said Act, has vide its order cum certificate bearing No. DDR – 4 / Mum / D.C. / Datta Dham CHS / 1556 / 14 dated 3rd November, 2014 issued a certificate of entitlement of unilateral conveyance in respect of the said land No.1 in favour of the said society and the certificate issued by the Competent Authority a conveyance deed needs to be executed as unilateral conveyance as deemed conveyance for transfer of all the rights, title and interest of the promoters i.e. Messrs. Shri Sadanand Maharaj Construction Company and the Said Joint Owners in the respect of the said land No.1 in favour of the said society.

(n) Pursuant to an Indenture of Conveyance Deed (Deemed / Unilateral) dated 21st August, 2015 executed by the SHRI N. R. NIKAM, District Deputy Registrar, Co-operative Societies (4) , Mumbai and the Competent Authority as per the powers conferred upon him U/s 5A of Maharashtra Ownership Flat (Regulation of the promotion of construction, Sale, management and transfer) Act 1963, therein referred to as the Vendors/ Competent Authority in favour of the Society Datta Dham Cooperative Housing Society Ltd., by accepting Shri Balkrushna Dattu Mhatre & 7 Ors. and Tukaram Dattu Mhatre & 5 Ors. and Yashwant Dattu Mhatre & 4 Ors., as defaulting original joint owners & Messrs. Shri Sadanand Maharaj Construction Company, as defaulting Promoters/Builder in whose absence the said Vendors had executed Indenture of Conveyance Deed (Deemed / Unilateral) & transferred, conveyed the said land No.1 (Land admeasuring 1420.7 sq. mtrs. out of land bearing survey No. 204, Hissa No. 6 having corresponding CTS No. 2394/A of Village – Eksar, Taluka – Borivali situated at Devidas Lane, Borivali West, Mumbai 400 103 in the registration district of Mumbai Suburban) to the "DATTA DHAM" Co-operative Housing Society, i.e. present Society, which is registered with the Dy. Registrar of C. S., 'R' Ward, Mumbai bearing registration No. BOM / WR / HSG / TC / 5959 / 1991 – 92 dated 14-10-1991. In pursuance to the certificate of entitlement of unilateral conveyance a Deed of Unilateral Conveyance dated 21st August, 2015 executed by and between the District Deputy Registrar, Co-operative Societies, Mumbai City (4) u/s 5A of the Maharashtra Ownership Flat Act. being the "COMPETENT AUTHORITY" representing all the Joint Owners/Vendors/Promoters/Builders, of First and Second Part AND DATTA DHAM CO-OPERATIVE HOUSING SOCIETY LIMITED, of Third Part.

The Deed of Unilateral Conveyance dated 21st August, 2015 was duly stamped and registered before the Joint Sub Registrar of Assurances, Borivali No.6, MSD at Sr. No. BRL – 6 – 6807 – 2015 dated 21.08.2015. Thus, the society became the owner of the said land No.1 and as such is entitled to have all the rights, title and interest in the said land No.1 along with structure standing thereon and thereby subject to whatever stated herein above the society becomes and entitles to the said property and building with all the exclusive rights of the same hereinafter.

(o) That based on the application dated 10.6.2017 for Non Agricultural (Sanad) measurement by the said Society to the City Survey Office, Borivali the said Society & City Survey office came to know that due to arithmetical calculation error from Survey department there is some area correction in the said land No.1 bearing CTS No. 2394 / A for which the application was forwarded to the Hon'ble Collector, Mumbai Suburban District.

- (p) That the Hon'ble Collector, Mumbai Suburban District based on the hearing with the City Survey Office and the Said Joint Owners passed an order bearing no. J. A. B. A / 3 B / N. B. Eksar / Area Correction / SR / 1714 / 5428 / 2018 dated 16/10/2018 confirming the area correction in the CTS No. 2394/A Village Eksar, Taluka – Borivali, MSD. That vide order dated 16/10/2018 the Hon'ble Collector, Mumbai Suburban District stated that area of CTS No. 2394 / A Village Eksar, Taluka – Borivali, MSD was rectified from the existing area of 1420.70 sq. mtrs. to area of 1604.70 sq. mtrs. i.e. additional area of 184 sq. mtrs. is added to the CTS No. 2394 / A due to arithmetical / calculation error of the department. Accordingly, as per the aforesaid order, the City Survey Officer, Borivali has given the effect of the same and the area has been changed to 1604.7 sq. mtrs. in the property card bearing CTS No. 2394/A of Village Eksar, Taluka – Borivali, MSD.
- (q) That after the aforesaid changes the said society filed an application bearing No.24 of 2020 before the Competent Authority for Deemed Conveyance for an extra area as per the order dated 16/10/2018 passed by the Hon'ble Collector, Mumbai Suburban District.
- (r) That the Application bearing no.24 of 2020 for deemed conveyance for an extra area disapproved by the Competent Authority by its letter dated 26/08/2020 for the reason mentioned therein.
- (s) The said Building standing on the said property is presently in dilapidated condition and requires major structural repairs and other upliftment, and the society at its General Body Meeting held on 23rd October, 2016 considered that instead of repairing the said building (original structure) the Society should go in for re-development of its property. The said Society do not have the necessary and requisite funds and expertise to carry out the major structural repairs or to re-develop the said Property of the society by demolishing the existing building and also do not have the technical knowledge and special experience which is required for constructing proposed new building on the said property by demolishing the existing building by getting the plan/s approved and sanctioned from the Brihanmumbai Municipal Corporation (hereinafter referred to as "BMC") with other necessary permission as is required under section 33(7) of D.C. Regulation. The said society with the consent of all its members has appointed the Project Management Consultant to supervise the selection of developer and supervision as per the resolution of the Society dated 31.10.2021 and appointed M/s. Palash PMC LLP having its office address at 106, 1st Floor, Panchvati Building, S. V. Road, Kandivali – West, Mumbai – 400 067 as their Project Management Consultant.
- (t) The Society in accordance with the new redevelopment rules under Section 79 (A) of Maharashtra Co-operative Societies Act, 1960 w. e. f. 4th July, 2019 called a Special General Body Meeting on 24th April, 2022 in the presence of the officer deputed by the office of Dy. Registrar, C. S., 'R/N' Ward, Mumbai wherein the members of society selected Developer herein i.e. M/s HINDUSTAN REALTY LIMITED as Developer of the society to develop the said property of the Society. Further the office of Dy. Registrar, C. S., 'R/N' Ward, Mumbai vide its letter bearing no. Mumbai / Dy. R. / R-N / W / Re-dev. Letter / Datta Dham Hau. / 1573 / 2022 dated 26.04.2022 given its approval for the Resolution passed by the society in its SGB meeting dated

24.04.2022. Hereto annexed the copy of the approval letter issued by the office of Dy. Registrar, C. S., 'R/N' Ward, Mumbai and marked as **Annexure - 'A'**.

- (u) The Hon'ble Collector erred by mentioning that the corrected area of 184.00 sq. mtrs. would belong to the original owners.
- (v) That, as the aforesaid observation of the Collector, was not tenable, as the Original Land owner gave their entire rights, title and interest to the said Messrs. Shri Sadanand Maharaj Construction Company for valuable consideration and the said Messrs. Shri Sadanand Maharaj Construction Company constructed the building, obtained occupation Certificate and handed over all the affairs to the said Society, hence the said Society preferred an Appeal to clarify that the corrected area of 184.00 sq. mtrs., would belong to the said Society as there has been no change in the boundaries and the corrected area of 184.00 sq. mtrs. is merely an outcome of the arithmetic calculation error and hence the corrected area should belong to the said Society. The Hon'ble Konkan Commissioner, Mumbai based on the hearing with the City Survey Office and the Hon'ble Collector, MSD passed an order bearing Appeal / Desk / LND – 249 / 2022 dated 24.08.2022 wherein he observed that the said Society is entitled to the corrected area as the earlier owners in title have already passed their rights, title and interests in favor of the earlier Developer of the said Society and has been compensated adequately for the same and there remains no claims of the original land owners. The Hon'ble Konkan Commissioner, Mumbai further observed that the correction of area is due to the arithmetic calculation error of the Department. Also, the Hon'ble Konkan Commissioner, Mumbai stated that since at the time of the Deemed Conveyance of the Applicant Society, the area on the 7/12 Extract was 1420.70 sq. mtrs. and the entire rights, titles and interests of the CTS No. 2394/A was conveyed to the Applicant Society and hence if the original area at the time of Deemed Conveyance was recorded as 1604.70 sq. mtrs. the same also would have been conveyed and the issue of the corrected area going to the land owners would have not arose. The Hon'ble Konkan Commissioner, Mumbai therefore ordered and directed the Society to procure an order and register the Conveyance for the corrected area / revised area of 1604.70 sq. mtrs. in the CTS No. 2394/A of Village Eksar and directed the departments of the Revenue Authority to make note of the same.
- (w) That, in light of the change of circumstances, the said Society is entitled to have a Certificate issued by this Competent Authority to have Unilateral Deemed Conveyance in respect of the difference area of 184 sq. mtrs. out of Survey No. 204, Hissa No. 6 bearing CTS No 2394 / A of Village Eksar, Taluka Borivali in the Registration District of Mumbai City and Mumbai Suburban (hereinafter referred to as "the said Land No.2") under Section 11 of the said Act.
- (x) That after the aforesaid changes the said society filed an Application bearing No.313 of 2022 before the Competent Authority for Deemed Conveyance for an extra area as per the order dated 24/08/2022 passed by the Hon'ble Konkan Commissioner, Mumbai.

- (y) The Competent Authority after having a fair trial under the said Act, has vide its order cum certificate bearing No. DDR – 4 / Mum / D. C. / DATTA DHAM CHSL / 1347 / 2023 dated 22.05.2023 issued a certificate of entitlement of unilateral conveyance in respect of the said land No.1 in favour of the said society and the certificate issued by the Competent Authority a conveyance deed needs to be executed as unilateral conveyance as deemed conveyance for transfer of all the rights, title and interest of the promoters i.e. Messrs. Shri Sadanand Maharaj Construction Company and the Said Joint Owners in the respect of the said land No.2 in favour of the said society.
- (z) Pursuant to an Indenture of Conveyance Deed (Deemed / Unilateral) dated 27th July, 2023 executed by the Shri Kailas Jebale, District Deputy Registrar, Co-operative Societies (4) , Mumbai and the Competent Authority as per the powers conferred upon him U/s 5A of Maharashtra Ownership Flat (Regulation of the promotion of construction, Sale, management and transfer) Act 1963, hereinafter referred to as the Vendors/ Competent Authority therein in favour of the Society Datta Dham Cooperative Housing Society Ltd., by accepting Shri Balkrushna Dattu Mhatre (since deceased) through his heirs Dwarkabai Balkrushna Mhatre & Ors., as defaulting original joint owners & Messrs. Shri Sadanand Maharaj Construction Company, as defaulting Promoters/Builder in whose absence the said Vendors had executed Indenture of Conveyance Deed (Deemed / Unilateral) & transferred, conveyed the said land No.2 (Land admeasuring 184 sq. mtrs. out of land bearing survey No. 204, Hissa No. 6 having corresponding CTS No. 2394 / A of Village – Eksar, Taluka – Borivali situated at Devidas Lane, Borivali West, Mumbai - 400 103 in the registration district of Mumbai Suburban) to the "DATTA DHAM" Co-operative Housing Society, i.e. present Society, which is registered with the Dy. Registrar of C. S., 'R' Ward, Mumbai bearing registration No. BOM / WR / HSG / TC / 5959 / 1991 – 92 dated 14-10-1991. In pursuance to the certificate of entitlement of unilateral conveyance a Deed of Unilateral Conveyance dated 27th July, 2023 executed by and between the District Deputy Registrar, Co-operative Societies, Mumbai City (4) u/s 5A of the Maharashtra Ownership Flat Act. being the "COMPETENT AUTHORITY" representing all the Vendors / Promoters / Builders, of First and Second Part AND DATTA DHAM CO-OPERATIVE HOUSING SOCIETY LIMITED, of Third Part.

The Deed of Unilateral Conveyance dated 27th July, 2023 was duly stamped and registered before the Joint Sub Registrar of Assurances, Borivali No.8, MSD at Sr. No. BRL – 8 – 10427 – 2023 dated 01.08.2023

- (aa) Thus, the said society became the owner of the said land No.2 and thus the said society is entitled to have all the rights, title and interest in the said land along with structure standing thereon and thereby subject to whatever stated therein the society becomes entitled to the said property and building with all the exclusive rights of the same hereinafter.

- (bb) The "said Society" have accepted the Developers for grant of Development Rights of the said Property admeasuring 1604.7 Sq. Meters by constructing building on the said Property as more particularly described in the SCHEDULE hereunder written by utilizing the base FSI of the property plus Fungible FSI, (free as well as with payment of premium) and by utilization of TDR, after demolishing the existing building (hereinafter referred

to as "The Said Development Rights" on the basis of representations made therewith, is in accordance with the approval which may be granted by the Brihanmumbai Municipal Corporation or/ and other appropriate authorities and on the terms and conditions recited in the Development Agreement.

- (cc) In view of the resolution passed by the special General Body Meeting dated 24.04.2022, the Society duly appointed the Developers herein for carrying out re-development of the said Property belonging to the Society by demolishing the existing building and constructing of a new building on the terms and conditions mentioned hereinafter.
- (dd) In pursuance of the above, by a Development Agreement dated 2nd August, 2023, the Society granted absolute right to M/s. Hindustan Realty Limited, the Developers herein to re-develop the said property for the consideration and on the other terms and conditions contained therein. (Herein after for sake of brevity referred to as 'said Re-Development Agreement.)
- (ee) The said Re-Development Agreement is registered before the Sub-Registrar of Assurances at Borivali, under document No. BRL – 8 – 10548 / 2023 on 2nd August, 2023 and the Developers herein have duly paid aggregate amount of Rs.80,67,700/- towards stamp-duty and registration charges thereon. The copy of Index-II is attached herewith and marked as Annexure-B.
- (ff) The Society also executed the Specific Power of Attorney on 2nd August, 2023 in favour of the Directors (1) Shri Rajesh V. Doshi, (2) Kunjal C. Dedhia of M/s. Hindustan Realty Limited and Authorised Signatory (3) Shri Vishal Raval individually and/or severally for effectuate development of the said property and to do all necessary things, deeds and acts for demolition of the said existing building, commencement of construction work of new building and sell the Flat/s, allot parking space to their shares to the prospective Purchasers/Purchasers as they may think fit and proper and appropriate consideration therefore. (Herein after for sake of brevity referred to as 'said Power of Attorney').
- (gg) The said Power of Attorney is also registered before the Sub-Registrar of Assurances at Borivali, under document No. BRL – 8 – 10549 / 2023 dated 2nd August, 2023.

- (q) In the premises, the Developers / Promoters became entitled to redevelop the said Property more particularly described in the First Schedule hereunder written by demolishing the existing building and constructing in place thereof a new multi-storeyed building under the provisions of the DCPR-2034, by utilizing the entire available FSI arising out of the said property by treating the same as base land and/or recipient plot as well as the additional FSI, incentive FSI, Protected FSI, FSI by way of outside TDR, Fungible FSI/area, and also to consume and avail benefits of various regulations and all the FSI available by payment of premium or otherwise and various concessions as permissible or otherwise as permissible under the DCPR 2034;
- (r) The Society has represented that it has marketable title to the said property free from all encumbrances beyond reasonable doubts and has not created any third-party rights therein.
- (s) The Society has made an application to the authorities for mutating the name of the Society in the Property Register Card. Copy of the Property Register Card is annexed hereto and marked as **Annexure “B”**.
- (t) The Developers / Promoters are developing the said Property after demolishing the existing building 'Datta Dham CHSL' by consuming the FSI arising out of the said Property as also by consuming the outside TDR FSI thereon and the Fungible FSI as may be permissible now as well as in future in accordance with the DCPR-2034 or the Development Control Regulations as may be Prevailing from time to time and the rules thereunder and as may be granted / amended from time to time by the concerned authorities and to obtain part occupation certificate/full occupancy certificate in respect of the new building to be referred hereafter as "the said new building".

- (u) The FSI available on the said Property is in the ratio of 3.37 FSI i.e. 1 FSI is the base FSI, 0.5 is the additional FSI to be purchased from the Authorities by payment of premium and 1 FSI being the outside TDR FSI to be purchased from the market (after deducting the setback area, incentive FSI and protected FSI) and fungible FSI (part available as free of costs and part to be purchased from the Authorities). The total FSI therefore available for construction tentatively is 4011.75 sq. mtrs. The total FSI therefore, at present available in respect of the said Property including the Fungible FSI is 5415.86 Sq. mtrs. and the Developers / Promoters have got the layout and the building Plans sanctioned in accordance thereto, It is further agreed that if over and above the aforesaid FSI if any further FSI is available for consumption, then the Developers /Promoters shall be entitled to utilise the same on the said Property by amending the building plans from time to time.
- (v) The Developers / Promoters submitted the Building Plans to the BMC and the same have been sanctioned by the BMC vide IOD bearing No. **P – 18637 / 2023 / (2394) / R/N Ward / Eksar (S) R / N / IOD / 1 / New on 5th January, 2024** and the BMC has issued Commencement Certificate (CC) bearing No. **P – 18637 / 2023 / (2394) / R/N Ward / Eksar (S) R / N / CC / 1 / New on 5th March, 2024**. Copy of the IOD and Commencement Certificate dated **5th January, 2024** and **5th March, 2024** respectively are annexed hereto and marked as **ANNEXURE “C” Colly.**
- (w) The Developers / Promoters have purchased TDR of an area of 637 sq. mtrs. from open market.
- (x) As per the approved plans the Developers / Promoters have demolished the old building “Datta Dham CHSL” and commenced the construction of the ~~new~~ Building to be renamed “The Erica” in accordance with the CC issued by BMC and the work of construction is in progress in accordance thereof;

- (y) The Proposed building being a Residential one ,comprises of Stilt on Ground floor plus 3 Floors above as podiums to be used for parking and other amenities. The floors from 4th to 17th Upper floors shall be for residential uses with a proviso for additional floors if necessary (**"said new building"**) and for the purpose to amend the Plans from time to time so as to consume the FSI/TDR/fungible FSI/Gross Plot FSI/Protected FSI/Incentive FSI, setback area / FSI or any other area available for construction under any head. The Developers / Promoters have submitted and the BMC has sanctioned, the Structural Building Plans in accordance with the same. If permissible, the Developers / Promoters shall also be entitled to amend the said Plans so that the Developers / Promoters may convert the ground/or the first floor or any parking level for Residential user. The Developers / Promoters also intend to construct a fitness centre, recreation garden, etc.
- (z) The project and the said new building name shall be renamed as "The Erica" but the name of the society shall remain the same i.e. **DATTA DHAM CO-OPERATIVE HOUSING SOCIETY LIMITED**";
- (aa) The Developers / Promoters shall obtain all other balance necessary approvals and permissions from the concerned authorities for the development of the said Property from time to time so as to obtain building completion certificate/ part/full occupation certificate of the said new building.
- (bb) The Developers / Promoters have entered into an agreement with Architect / License Surveyor Ashok Gandhi Consultants LLP, Architects registered with the Council of Architects.
- (cc) The Developers / Promoters have appointed AVP Structural Consultants, Structural Engineer, for the preparation of the structural design and drawings of the proposed building and the Developers / Promoters accept the professional supervision of the said Architect /License Surveyor and the structural Engineer till the completion of the said new building.

- (dd) The authenticated copies of Title Report issued by Shri Mandar Koparkar, Advocate, the Advocate of the Developers / Promoters, showing the nature of the title of the Developers / Promoters and the Society to the project land on which the Apartments are to be constructed have been annexed hereto as **ANNEXURE "D" Colly.**

The authenticated copies of the plans of the Layout as proposed by the Developers / Promoters and according to which the construction of the said new building and open spaces are proposed to be provided for in the said project, however subject to its amendments, have been annexed hereto as **ANNEXURE "F" Colly.**

- (ee) The Developers / Promoters while constructing Building/s, on the said property, are required to comply with various terms and conditions put up by BMC and other Concerned Authorities and shall carry out the construction as per the prevailing Rules and Regulations as applicable thereto.
- (ff) The Allottee/s/Purchaser/s has/ have evinced interest to purchase and acquire a Residential Flat bearing Number _____ on the _____ floor (hereinafter referred to as "the said Flat") in the said new building called "The Erica" being constructed on the said Property by the Developers / Promoters;
- (gg) The Developers / Promoters alone have the sole and exclusive right to sell/allot the Flats /parking spaces from the sale component in the said new building/s to be constructed by the Developers / Promoters on the said property and to enter into agreements with the Allottee/s /Purchaser/s of the apartments and to receive the sale price in respect thereof.
- (hh) The Allottee/s /Purchaser/s has/have prior to the execution of these presents demanded from the Developers / Promoters and the Developers / Promoters have prior to the execution of these presents given inspection to the Allottee/s /Purchaser/s of all the documents of title relating to the said Property, the IOD, C.C i.e. the plans, designs and

specifications prepared by the Developers / Promoters' Architects and Structural Engineer and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules made thereunder and under the Maharashtra Real Estate (Regulation and Development) Act 2016 and rules framed thereunder as may be applicable (hereinafter referred to as **"the said Act"** and **"the said Rules"**). The Allottee/s /Purchaser/s has/have taken inspection of the said documents to his/her /their/its satisfaction and shall not raise any demand or requisitions in the future and/or to call for any further documents, pertaining to title of the said Property and authority of the Developers / Promoters, to develop the said property;

(ii) The Allottee/s /Purchaser/s hereby agree and confirm with the Developers / Promoters, that the Developers / Promoters and/or their nominees or assignees shall have right to use and enjoy at all times all the facilities that may be finally provided by the Developers / Promoters including common pathways, recreation facility, storm water drains, limited common area facilities, sewerage lines, electricity – cables, electrical meters and panel rooms, underground and overhead tanks, water pipe lines, pump room and auxiliary tanks, common lighting, servants' common toilets, lifts, Lift Machine Rooms and all such other facilities forming part of the said Project (hereinafter for convenience's sake all or any of the aforesaid facilities which may be provided are collectively referred to as **"the said infrastructure/ common facilities"**);

(kk) The Allottee/ Purchaser is put to the notice of the deficiency in open space in the said Property and for the purpose the Allottee/Purchaser shall not hold BMC and the Developers / Promoters liable at any time now and/or in future and the Allottee/s/ Purchaser/s has/have agreed, not to raise any requisitions on title and/or to call for any further documents, pertaining to title of the said Property and/or challenge or doubt the authority of the Developers / Promoters to develop the said property.

(ll) The Developers / Promoters have disclosed all necessary particulars as to the title and its rights in the property including

encumbrances if any in the Project Land. Particulars as to the development of the project including building and apartments along with specification and internal development work, external development work, the date and manner in which the payment towards the cost of the Apartment to be made and date on which the possession of the apartment will be given are specified, while registering the said project with the Regulatory Authority appointed under the Real Estate (Regulation and Development) Act, 2016 are available on website of the Regulatory Authority.

(mm) The Developers / Promoters have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai under Reference No. _____. The authenticated copy of Registration is annexed hereto as **ANNEXURE "G"**;

(nn) The Allottee/s/Purchaser/s after perusing and verifying the facts and particulars on the website of the Regulatory Authority in respect of the project has/ have approached the Developers / Promoters for allotment of a Residential Flat bearing No. _____ on the _____ Floor admeasuring _____ Sq. Mtrs. (Carpet Area) together with the balcony attached to the said Residential Flat admeasuring _____ sq. mtrs. (counted in FSI) in aggregate admeasuring _____ sq. mtrs. together with _____ Car parking space bearing No. _____ and _____ on Ground/Stilt 1st, 2nd 3rd Podium Floor being Open/Stilt/Stack/Tandem/Surface in the said new building to be constructed and known as **"The Erica"** shown in red color hatch on the floor plan annexed hereto and marked **ANNEXURE "H"** and more particularly described in the Second Schedule hereunder written (hereinafter referred to as **"the said Flat"**), for the consideration as set out hereinafter;

(oo) The Developers / Promoters have agreed to sell to the Allottee/s/ Purchaser/s the Flat bearing Flat No. _____ on the _____ Floor, admeasuring _____ Sq. Mtrs. Carpet area comprising of Two/Three Bedrooms, Hall & Kitchen together with the balcony attached to the said Residential Flat admeasuring _____ sq.mtrs. (counted in FSI) in aggregate admeasuring _____ sq. mtrs. in the proposed building known as

"The Erica" to be constructed on the said property more particularly described in the First Schedule hereunder written, together with ____ Car parking space bearing No.____ and ____ on Ground/Stilt 1st, 2nd 3rd Podium Floor being Open/Stilt/Stack/Tandem/Surface (hereinafter referred to as **"the said Flat"**) more particularly described in the Second Schedule hereunder written for the lump sum consideration of Rs.____/-(Rupees _____ only) and on the terms and conditions hereinafter appearing and shown in red color hatch on the sketch floor plan annexed hereto and marked **ANNEXURE "H"**;

(pp) The carpet area of the said Flat is _____ Square Meters as defined under RERA Regulations and **"Carpet Area"** means the net usable floor area of an apartment, 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/ Purchaser/s and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee/s/ Purchaser/s, but includes the area covered by the internal partition walls of the apartment.

(qq) The authenticated copies of the floor plans and specifications of the Apartment agreed to be purchased by the Allottee/s/ Purchaser/s, as sanctioned and approved by the local authority have been annexed hereto as **ANNEXURE "I" Colly;**

(rr) The specifications, common areas, Amenities and Facilities of the Building are more particularly described in the Third Schedule hereunder written and the Restricted areas and amenities and facilities of the building are more particularly described in the Fourth Schedule hereunder written;

(ss) Prior to the execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Flat and made enquiries thereon and is satisfied with respect to (i) the title of the Promoters to develop the Project and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC)

obtained till date and (iii) the Promoter's entitlement to develop the said Property and complete the Project under various provisions of the DCPR-2034 and applicable law and sell, the Flat therein. The Allottee/s hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoters to the said Property. The Allottee/s undertake(s) that he/she/it/ they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to complete the transaction;

(tt) The Parties relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws and the Allottee/s Purchaser/s having perused all the necessary documents, deeds and writings related to title of the Developers / Promoters to the said Property and the said new Building along with all other documents as specified in the said Act and under this Agreement and after being fully informed and satisfied about the same, as also about the status, approvals, sanctions and the plans in respect of the said new Building and subject to the rights of the Developers / Promoters reserved herein, is/are desirous of purchasing from the Developers / Promoters the said Flat on the terms and conditions and the consideration specified hereinafter;

(uu) Under section 13 of the said Act the Developers / Promoters are required to execute a written Agreement for sale of the said Flat with the Allottee/s/Purchaser/s, being in fact these presents and also to register the said Agreement under the Registration Act, 1908 and the Allottee/s/ Purchaser/s/ has/have entered into this Agreement after having read the contents hereof and appraising himself about the same having understood the provisions hereof;

(vv) The Allottee/s / Purchaser/s have/has paid a sum of Rs. _____/- (Rupees _____ Only) to the Developers / Promoters as and by way of earnest money of the sale price of the said Flat agreed to be sold by the Developers / Promoters to the Allottee/s/Purchaser/s till the execution hereof (payment and receipt whereof the Developers /

Promoters do hereby admit and acknowledge and discharge the Allottee/s/Purchaser/s from the same);

(ww) Hereinafter for the sake of brevity, the term Allottee/s/ Purchaser/s shall be referred to as **“the Allottee/s/ Purchaser/s”** and shall include Investor/s for the purposes of Article 5(g-a)(ii) of the Schedule I to the Mumbai Stamp Act, 1958;

(xx) The parties are desirous of recording the terms and conditions mutually agreed and arrived at between them in writing in the manner hereinafter appearing.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. In this Agreement, unless another intention is stated-
 - i) the recitals, Annexures and Schedules contained herein shall constitute an integral and operative part of this Agreement as though contained in this operative portion and shall be read and construed accordingly as an essential part of this Agreement;
 - ii) the singular includes the plural and vice versa;
 - iii) Reference to a particular gender does not exclude the other gender;

2. **SALE:-**

2.1 The Developers / Promoters shall construct the said Residential building “The Erica” comprising of Ground Plus 3 Floor for podium for Parking and other amenities plus 4th to 17th Upper floors for residential user and more with a provision to raise the additional floors over and above the 17th Floor (“said new building”) on the said property described in the First Schedule hereunder written with a provision to construct further upper floors to the said new Building in accordance with the plans, designs, specifications approved and to be amended by the concerned local authority from time to time and which have been seen and approved by the Allottee/s/ Purchaser/s consuming the total F.S.I. credit/ T.D.R., Fungible FSI additional FSI and incentive FSI/

Protected FSI or otherwise as may be available on the said property to the fullest extent till the completion of the project as may be permitted by the concerned authority or any government authority, as per the prevailing rules and regulations and/or as amended from time to time in this behalf by any Authority or the BMC on the said Property. The Allottee/s/ Purchaser/s agrees not to obstruct and/or raise any objection whatsoever and/or interfere with the Developers / Promoters, their nominees or assigns for carrying out amendments, alterations, modifications, variations and/or additions as aforesaid so long as the area of the said Flat agreed to be purchased by the Allottee/s /Purchaser/s is not reduced. Provided further that the Developers / Promoters shall obtain prior consent of the Allottee/s/Purchaser/s only in respect of such variations or modifications, which may adversely affect the said Flat which the Allottee/s Purchaser/s agreed to be purchased under this Agreement, except any alteration or addition required by any Government authorities or due to change in law.

2.2 The Allottee/s/Purchaser/s hereby agree/s to purchase from the Developers / Promoters and the Developers / Promoters hereby agree to sell to the Allottee/s/Purchaser/s a Residential Flat No. _____ of carpet area admeasuring _____ Sq. mtrs together with the balcony attached to the said Residential Flat admeasuring _____ sq.mtrs.(counted in FSI) in aggregate admeasuring _____ sq.mtrs. on _____ floor in the building "The Erica" comprising of _____ bed rooms, a hall, a kitchen together with _____ Car parking space bearing No. _____ and _____ on Ground/Stilt 1st, 2nd 3rd Podium Floor being Open/Stilt/Stack/Tandem/Surface (hereinafter referred to as "**the said Flat**") and more particularly described in the **Second Schedule** hereunder written and as shown on the Floor plan thereof hereto annexed and marked **Annexure "J"** together with the exclusive right to use jointly with the other owners/occupiers of the Flats of the same _____ floor, a passage (counted in FSI) as

shown on the floor Plan annexed hereto as Annexure “___” and hatched in ____ colour lines which forms part of the restricted common areas and amenities more particularly described in the Fourth Schedule hereunder written for the consideration of Rs._____-/- (Rupees _____ Only) and the consideration includes the proportionate price of the common areas and facilities appurtenant to the Flat and the restricted common areas and amenities exclusive to the respected floor but excludes GST. The nature, extent and description of the common areas and facilities are more particularly described in the **Third Schedule** hereunder written.

2.3 The Allottee/s/ Purchaser/s also acknowledges that there are restricted spaces, amenities in the said new building and which are more particularly described in the **Fourth Schedule** hereunder written and which also includes areas which shall be for the exclusive use for that particular purchasers / user of such floors.

3. **CONSIDERATION: -**

3.1 The total aggregate consideration amount for the Flat including covered / parking spaces is Rs. _____/- Rupees _____ Only).

3.2 The Allottee/s/Purchaser/s has/have paid on or before execution of this agreement a sum of Rs._____-/- (Rupees _____ Only) as earnest amount / advance payment i.e. 10% of the total consideration and hereby agrees to pay to the Developers / Promoters the balance amount of Rs._____-/- (Rupees _____ Only) as per the “**PAYMENT PLAN**” mentioned in **Annexure – K**

- 3.3 Time is the essence for the Developers / Promoters as well as the Allottee/s/Purchaser/s. The Developers / Promoters shall abide by the time schedule for completing the project and handing over the Flat to the Allottee/s/Purchaser/s and the common areas to the association of the Allottee/s/Purchaser/s after receiving the part/full occupancy certificate as the case may be or the completion certificate or both, as the case may be. Similarly, the Allottee/s/Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developers / Promoters as provided in clause no. 7.1 hereinbelow.
- 3.4 The Total Price above excludes G.S.T. and Cess or any other similar taxes which may be levied by the Authorities and the same is to be paid by the Allottee/ Purchaser.
- 3.5 In accordance with the provisions of Income Tax Act the Allottee/s/ Purchaser/s is/are under obligation to deduct TDS of 1% of the consideration amount and the Purchaser/s shall deduct 1% at the time of payment of each installment and pay the same to the Government Treasury and within seven (7) days of such payment obtain and furnish the required Challan/Certificate to the Developers/Promoters. In the event the Purchaser/s fails to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/s/ Purchaser/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Developers/Promoters by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Developers/ Promoters and such omission on the part of flat Purchaser shall be constructed as breach of this agreement.

- 3.6 Without prejudice to the Developers/Promoters' rights, under this agreement and/or in law, the Developers/Promoters shall be entitled to claim and the Allottee/s/Purchaser/s shall be liable to pay to the Developers/Promoters interest at the rate as specified in RERA Act which is to be SBI's MCLR rate plus 2% on all such amounts which may become due and payable by the Purchaser/s under the terms of this agreement and remain unpaid for seven (7) days or more after becoming due.
- 3.7 The Total 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 Developers / Promoters undertake and agree that while raising a demand on the Allottee/s/Purchaser/s for increase in development charges, cost or levies imposed by the competent authorities etc., the Developers / 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/Purchaser/s, which shall only be applicable on subsequent payments.
- 3.8 Pursuant to the negotiations between the Developers/Promoters and the Allottee/s/Purchasers, at the request of the Allottee/s/Purchasers, the Developers/Promoters have agreed to sell the said Flat at discounted price to the Allottee/s/Purchaser/s and therefore the Allottee/s/Purchasers shall not claim and /or be entitled to rebate or benefit of discounted amount for the preponed payment.

OR

The Developers / Promoters may allow, in its sole discretion, a rebate for early payments of equal

instalments payable by the Allottee/s/Purchaser/s by discounting such early payments @ _____% of the Instalment paid for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s/Purchaser/s by the Developers / Promoters.

3.9 The Developers / Promoters shall confirm the final carpet area that has been allotted to the Allottee/s/Purchaser/s after the construction of the building is complete and the part/full occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developers / Promoters. If there is any reduction in the carpet area within the defined limit then Developers / Promoters shall refund the excess money paid by Allottee/s/Purchaser/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s/Purchaser/s. If there is any increase in the carpet area allotted to Allottee/s/Purchaser/s, the Developers / Promoters shall demand additional amount from the Allottee/s/Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2.2 of this Agreement.

3.10 The Allottee/s/Purchaser/s authorizes the Developers / 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 Developers / Promoters may in its sole discretion deem fit and the Allottee/s/Purchaser/s undertakes not to object/ demand/ direct the Developers / Promoters to adjust his payments in any manner.

4. The Developers / Promoters hereby agree 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 Flat to the Allottee/s/Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

5. 5.1 The Developers / Promoters hereby declare that the Floor Space Index available as on date in respect of the project land is 1604.70 square meters only and Developers / Promoters have planned to utilize Floor Space Index of 1604.70 sq. mtrs. 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 DCPR-2034 or Development Control Regulations, which are applicable to the said Project. The Allottee/s/Purchaser/s has/have agreed to purchase the said Flat based on the proposed construction to be carried out by the Developers / Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developers / Promoters only.

- 5.2 ~~The Developers / Promoters hereby declare and inform that the Building/s shall be constructed in accordance with the plans approved and sanctioned consuming F.S.I. credit or 0.5 Additional FSI, T.D.R., fungible FSI, protected FSI and/or outside F.S.I. by the BMC and all other concerned authorities;~~

- 5.3 The Developers / Promoters are also entitled to the balance potentiality and/or the FSI and/or the incentive FSI and/or the TDR /and/or Fungible and/or other FSI as may be available from time to time till completion of the Project by amending the building Plans and the Developers / Promoters hereby agree to take the Allottee/s/Purchaser'/s consent in respect of such variations or modifications, which may adversely affect the said Flat which the Allottee/s Purchaser/s agreed to be purchased under this Agreement and the

Developers / Promoters are also entitled to consume further FSI as may be permissible under any law or circular or by way of concession, set back or payment of premium or by reason of change or amendment in the Development Control Rules and Policy or issuance of any circulars for the time being in force.

- 5.4 The Allottee/s/Purchaser/s/ has/have entered into this Agreement with the notice of the terms and conditions of the said hereinabove recited documents of the said property and subject to the terms and conditions that may be imposed by the BMC and other authorities concerned and also subject to the Developers / Promoters right to make the necessary amendments, modifications and/or changes in the building plans or the materials and other specifications and the rights reserved or retained by the Developers / Promoters as mentioned herein.

It is hereby further expressly agreed that notwithstanding the Allottee/s/ Purchaser/s approaches / has approached any Banks / Financial Institutions for availing of a loan in order to enable the Allottee/s/Purchaser/s to make payment of part/balance purchase price in respect of the said Flat to the Developers / Promoters and mortgaged/mortgage the said Flat with such Banks/Financial Institutions, subject to the provisions of this Agreement and without diminishing or affecting the rights of the Developers / Promoters under this Agreement (which is to be subject to issuance of a No-objection letter by the Developers / Promoters in favour of such Banks/Financial Institutions) for repayment of the loan amount it shall be at the entire responsibility of the Allottee/s/Purchaser/s to ensure that payment of the part/balance purchase price are made as stated hereinabove and further to repay the entire loan amount to such Banks/Financial Institutions. The Developers / Promoters shall not be liable or responsible for the repayment of the loan amount or any part thereof to such Banks/Financial Institutions. The Allottee/s/ Purchaser/s hereby further expressly agree/s

that the Allottee/s/ Purchaser/s shall not sell, transfer, let-out or deal with the said Flat in any manner whatsoever without obtaining prior written permission from the Developers / Promoters as per the provisions contained herein and from such banks/financial institutions (during the pendency of the loan) and the Developers / Promoters shall not be liable or responsible for any of the acts of omission or commission which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Allottee/s/ Purchaser/s to inform the said organization about the lien of such Banks/Financial Institutions and the Developers / Promoters shall not be liable or responsible for the same in any manner whatsoever. The Allottee/s/Purchaser/s shall indemnify and keep indemnified the Developers / Promoters and their respective heirs, executors, administrators and assigns from and against all claims, costs, charges, expenses, damages, losses which the Developers / Promoters and their respective heirs, executors, administrators and assigns may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate for the recovery of the loan amount or any part thereof or on account of any breach by the Allottee/s/Purchaser/s of the terms and conditions governing the said loan in respect of the said Flat and the Allottee/s/Purchaser/s hereby agree/s and undertake/s that the Developers / Promoters shall have a first lien/charge on the said Flat towards all the claims, costs, charges or expenses/losses of the Developers / Promoters and the Allottee/s/Purchaser/s further undertake/s to reimburse to the Developers / Promoters all and any of the aforesaid amounts with interest thereon forthwith on demand by the Developers / Promoters without any delay, default or demur.

7. **POSSESSION AND FORCE MAJEURE :-**

- 7.1 Unless prevented by force majeure event/s, the Developers / Promoters will hand over possession of the said Flat to the Allottee/s/Purchaser/s on or before 31st

December, 2026 or such further period as may be agreed between the parties, subject to the Allottee/s/Purchaser/s making timely payments of the instalments towards the Purchase Price for the ultimate sale of the said Flat as mentioned hereinabove and the Allottee/s/Purchaser/s duly observing all the terms and conditions, contained herein. Provided that the Developers / Promoters shall be entitled to reasonable extension of time for giving delivery of said Flat on the aforesaid date, if the completion of Building in which the said Flat are situated is delayed on account of "force majeure" which shall include:- war, civil commotion or act of God; any notice, order, rule, notification of the Government and/or other public or competent authority/court.

8. **PROVISION OF DEFAULT IN PAYMENT OF CONSIDERATION:-**

8.1 If the Developers / Promoters fail to abide by the time schedule for completing the project and handing over the said Flat to the Allottee/s/Purchaser/s, the Developers / Promoters agree to pay to the Allottee/s/Purchaser/s, who does not intend to withdraw from the project, interest at the rate as specified in RERA / Rules thereunder, on all the amounts paid by the Allottee/s/Purchaser/s, for every month of delay, till the handing over of the possession. The Allottee/s/Purchaser/s agree to pay to the Developers / Promoters, interest as specified in the Act/Rule, on all the delayed payments which become due and payable by the Allottee/s/Purchaser/s to the Developers / Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s/Purchaser/s to the Developers / Promoters.

8.2 Without prejudice to the right of Developers / Promoters to charge interest in terms of sub clause 8.1 above, on the Allottee/s/Purchaser/s committing default in payment on due date of any amount due and payable by the Allottee/s/Purchaser/s to the

Developers / Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s/Purchaser/s committing three defaults of payment of installments, the Developers / Promoters shall at his own option, may terminate this Agreement: Provided that, Developers / Promoters shall give notice of fifteen days in writing to the Allottee/s/Purchaser/s, by Registered Post AD at the address provided by the Allottee/s/Purchaser/s and/or mail at the e-mail address provided by the Allottee/s/Purchaser/s, of his/her/their/its 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/Purchaser/s fail/s to rectify the breach or breaches mentioned by the Developers / Promoters within the period of notice then at the end of such notice period, Developers / Promoters shall be entitled to terminate this Agreement.

8.3 Upon termination of this Agreement in terms hereof, the Developers / Promoters shall be at liberty to dispose of and sell the said Flat and allotted car parking space to such person and at such price as the Developers / Promoters may in its absolute discretion think fit. As a consequence of the termination of this Agreement, the Developers / Promoters shall refund to the Allottee/s/Purchaser/s only the amount paid by the Allottee/s/Purchaser/s (and not anything more than that) within a period of thirty days of termination subject to the following deductions towards adjustment and recovery of agreed liquidated damages:

- (a) 15% of the Purchase Price plus the stamp duty paid on this Agreement (which is to stand forfeited by M/s. Hindustan Realty Limited upon termination of this Agreement);
- (b) the taxes and outgoings, if any, due and payable by the Allottee/s/Purchaser/s in respect of the said Flat upto the date of termination of this Agreement;

- (c) processing fee and brokerage paid, if any etc. in respect of the said Flat;
- (d) the amount of interest payable by the Allottee/s/ Purchaser/s to the Developers / Promoters in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- (e) Pre-EMI Interest, if any, paid by the Developers / Promoters to Banks/Financial Institution on behalf of Allottee/s/Purchaser/s under particular Scheme.
- (f) The Developers / Promoters shall not be liable to pay to the Allottee/s/Purchaser/s any interest on the amount so refunded.

8.4 Any payment/s made by the Allottee/s/Purchaser/s to the Developers / Promoters shall be first appropriated towards interest and the balance, if any, towards the principal sums of the installments of the said Purchase Price and/or any other outstanding dues. The balance amount(s) due and payable by the Allottee/s / Purchaser/s under this Agreement, whether as installments of Purchase Price or otherwise, shall continue to attract interest as agreed above.

8.5 In the event of termination of this Agreement as per clause 8.2 and 8.3 above, if necessary, at the request of the Promoters, the Allottee/s hereby agrees and undertakes to execute and register a Deed, Document or writing including the Deed of Cancellation to record the cancellation, of this Agreement. Till Allottee/s executes such Deed, Document or writing as requested by the Promoters, the Allottee/s hereby authorizes the Promoters to retain the amount to be refunded till the execution of such documents as requested by the Promoters. Even in absence of document recording such termination, the Allottee/s will not have any right, title or claim over the said Flat on termination of this Agreement and the Promoters shall be entitled to sell or

create third party rights in respect of the said Flat in favour of prospective Purchaser / persons as they deem fit.

9. **DETAILS OF FIXTURES AND AMENITIES:-**

9.1 The fixtures, fittings and amenities to be provided by the Developers / Promoters in the said new building and the said Flat hereby agreed to be sold are those that are set out in **ANNEXURE “___”** annexed hereto. The Allottee/s/ Purchaser/s agree that, in the event there is an uncertainty about the availability of fixtures, fittings or amenities or the materials required to be provided either in terms of quantity and/or quality and/or delivery and/or for any other reason beyond the control of the Developers / Promoters, the Developers /Promoters shall be entitled to change the fixtures, fittings and amenities to be provided in the said Flat. In such circumstances, Developers / Promoters shall substitute the fixtures, fittings and amenities without any approval of or notice to the Allottee/s/Purchaser/s in as much similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable the Developers / Promoters to offer at the earliest/on time the possession of the said Flat/s to the Allottee/s/Purchaser/s as agreed under this Agreement. The Allottee/s/Purchaser/s agree not to claim any reduction or concession in the Purchase Price and/or in the amounts payable under this Agreement on account of any change or substitution in the fixtures, fittings or amenities provide by the Developers / Promoters.

9.2 All materials including tiles, marble, granite, timber etc., contain veins and grains with tonality differences and though the Promoters shall pre-select such materials for installation in the Project, their non-conformity, natural discolouration or tonal differences at the time of installation is unavoidable and the Promoters shall not be responsible and/or liable for the same and the Allottee/s shall not raise any claim(s) against the Promoters in this regard.

10. **PROCEDURE FOR TAKING POSSESSION** –

10.1 The Developers / Promoters, within 15 days from obtaining the part/full occupancy certificate from the BMC and subject to entire payment made by the Allottee/s/Purchaser/s as per the agreement shall offer in writing the possession of the Flat to the Allottee/s / Purchaser/s in terms of this Agreement to be taken by the Allottee/s / Purchaser/s within 15 days from the date of issue of such notice and the Developers / Promoters shall give possession of the Flat to the Allottee/s / Purchaser/s. The Allottee/s / Purchaser/s agree(s) to pay the maintenance charges as determined by the Developers / Promoters or association of Allottee/s / Purchaser/s, as the case may be from the date of the OC.

10.2 The Allottee/s/Purchaser/s shall take possession of the Flat within 15 days of the written notice from the Promoters to the Allottee/s/ Purchaser/s intimating that the said Flat are ready for use and occupancy. The Allottee/s/Purchaser/s further agree/s that till the Allottee/s/Purchaser/s share is so determined the Allottee/s/Purchaser/s shall pay to the Developers / Promoters or to the Society, as the case may be, provisional monthly contributions of Rs._____/-(Rupees _____ Only) per month towards the outgoings from the date of the OC. The amounts so paid by the Allottee/s/Purchaser/s to the Developers / Promoters or to the Society shall not carry any interest and remain with the Developers / Promoters or Society, subject to the provisions of section 6 of the said Act. The aforesaid amounts (less deductions provided for in this agreement) shall be handed over by the Developers / Promoters to the society on handing over the charge to the society. The Allottee/s/Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

10.3 The Allottee/s/Purchaser/s shall check up all the fixtures and fittings in the said Flat before taking possession of the same. At the time of taking possession of the said Flat, the Allottee/s/Purchaser/s shall bring to the attention of the Developers / Promoters any defects in completion of the said Flat, in absence whereof, the Developers / Promoters shall be deemed to have presumed that the Allottee/s/Purchaser/s is fully satisfied with the completion of the said Flat in all respect as being in accordance with the terms, conditions and stipulations of this Agreement for Sale and acknowledged the same in writing to the Developers / Promoters. Thereafter, the Allottee/s / Purchaser/s shall have no claim against the Developers / Promoters in respect of any item of work in the said Flat or in the said new Building or on the said Property which may be alleged not have been carried out and/or completed and/or being not in accordance with the plans, specification and/or this Agreement and/or otherwise howsoever in relation thereto.

11. **FAILURE OF ALLOTTEE/S/PURCHASER/S TO TAKE POSSESSION OF FLAT:-**

11.1 Upon receiving a written intimation from the Developers / Promoters as per clause 10.1, the Allottee/s/Purchaser/s shall take possession of the said Flat from the Developers / Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developers / Promoters shall give possession of the said Flat to the Allottee/s / Purchaser/s. In case the Allottee/s / Purchaser/s fail/s to take possession within the time provided in clause 10.1 such Allottee/s / Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

12. **USER OF FLAT:-**

12.1 The Allottee/s/Purchaser/s shall use the said Flat or any part thereof or permit the same to be used only for

purpose for which Plans are sanctioned. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

12.2 However, save and except the above, the Allottee/s/Purchaser/s shall not be entitled to assign and / or transfer the benefit of this Agreement to any person for commercial use and/or such other use so as to cause nuisance to other Flat Purchasers.

13. **MEMBERSHIP OF ORGANIZATION OF ALL ALLOTTEE/S/ PURCHASER/S:-**

13.1 A Deed of Conveyance is not required to be executed, conveying the said Property to the Society, as the Society is already in existence having absolute title in respect of the said Property.

13.2 Upon payment of the total consideration amount and all the amounts payable under this Agreement and after the Allottee/s/Purchaser/s has/have been put into vacant and peaceful possession of the said Flat, the Promoters shall cause the said Society to admit the Allottee/s/Purchaser/s as its Member upon application to be made by the Allottee/s/Purchaser/s and upon payment of the prescribed application fees and admission fees, the said Society shall admit the Allottee/s/Purchaser/s as its member issuing _____(_____)fully paid-up shares of the said Society of Rs. _____(_____)each. The Allottee/s/ Purchaser/s, shall abide by the rules and regulations of the said Society from time to time. The Allottee/s/Purchaser/s agree/s to sign all necessary application forms and all other papers and undertaking required to be submitted to the said Society for being admitted as its member.

14. **ALLOTTEE/S / _____ PURCHASER/S TO PAY OUTGOINGS AND MAINTAINANCE: -**

14.1 Within 15 days after notice in writing is given by the Developers / Promoters to the Allottee/s/Purchaser/s that the Flat is ready for use and occupancy, the Allottee/s/Purchaser/s shall be liable to bear and pay

the proportionate share (i.e. in proportion to the carpet area of the 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 including those set out in the **Fifth Schedule** hereunder written. Until the management is handed over to the Society, the Allottee/s/Purchaser/s shall pay to the Developers / Promoters such proportionate share of outgoings as may be determined. The Allottee/s/ Purchaser/s further agree/s that till the Allottee/s/ Purchaser/s' share is so determined the Allottee/s/ Purchaser/s shall pay to the Developers / Promoters provisional monthly contribution as stated in clause 10.2 herein above towards the outgoings. The amounts so paid by the Allottee/s/ Purchaser/s to the Developers / Promoters shall not carry any interest and remain with the Developers / Promoters until management is handed over to the said Society.

14.2 The Allottee/s/Purchaser/s hereby agrees to pay his proportionate share in the maintenance charges for gardens, lobbies, stair case, elevators, fire escapes, main entrance and exits of the building, common parking areas, fitness centre, installation of central services such as power light, air conditioning, society office and all other common amenities and facilities in the project as shall be intimated by the Developers/ Promoters or Society. It is clarified that the following maintenance charges shall be borne and paid by the Allottee/s/Purchaser/s and the Society:-

- a. AMC of lifts
- b. Wear and tear charges
- c. Electricity Charges

- d. Security charges
- e. Other miscellaneous charges
- f. Sweeper & cleaning charges
- g. Lift work maintenance
- h. Water charges
- i. Common area light fittings
- j. Tile cracking / breaking for the parking Ground/Stilt/Podium floors.
- k. Security cabin and ancillary wear and tear –, sliding gates, entrance gates, light fittings.
- l. Wear & tear of concrete paving due to excessive heat variations.
- m. Paving blocks or chequered tile settling due to usage beyond prescribed users.
- n. Painting wear and tear by and user.
- o. Electronic fittings for security purposes – CCTV, Video door, telephones, intercom etc.
- p. Handrails loosening due to improper use
- q. Fire equipments maintenance and servicing
- r. Transformer servicing
- s. All products that require maintenance and servicing
- t. Landscape maintenance and watering of landscape elements
- u. Regular cleaning of flooring and decorative elements in a project.
- v. Common fittings: doors, windows, seating, parking covers
- w. Water cleaning appliances where regular servicing is required
- x. Loose furniture provided by the Promoters

- y. Wear and tear as per orientation of the building where more damage is likely to happen due to climate conditions.
- z. Regular wear and tear of play, fitness equipments and play area.
- aa. Fading of colour due to climate
- bb. Fading and damage to flooring and equipments due to external weather.
- cc. Storm water drains, gutter cleaning, rain water recharge pits cleaning, bore well maintenance.
- dd. Damage due to insects and rats and rodents infection Improper handling of equipments by persons appointed by Society
- ee. As per the Third Schedule

15. **OTHER MISCELLANEOUS PAYMENTS:-**

15.1 The Allottee/s/Purchaser/s shall on or before delivery of possession of the said Flat keep deposited with the Developers / Promoters, the following non-refundable amounts:-

- (i) Rs. _____/ for legal charges.
- (ii) Rs. _____/- for reimbursement of the amount towards permanent non - refundable deposit for Deposit towards Water, Electric, and other utility and services connection charges which may be payable to the various authorities and;
- (iii) Rs. _____/- for deposits towards Development Charges

Total Rs. _____/- (Rupees _____
 _____ Only)
 (excluding GST)

Plus GST, if applicable under the above heads.

It is agreed by the Purchaser/s that the Developers/
Promoters shall not be liable to render any account for
the amounts collected by/ from the purchaser/s.

15.2 The Allottee/s/Purchaser/s shall pay to the Society a sum
of Rs. _____/- (Rupees _____
_____ only) towards:

- (i) Rs. _____/- for share money, application,
entrance fee of the Society in favour of the said
society.
- (ii) Rs. _____/- for provisional monthly
Contribution towards outgoings of Society.
- (iii) If any GST applicable under the above heads.

16. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPERS /
PROMOTERS:-**

The Developers / Promoters hereby represents and warrants
to the Allottee/s/Purchaser/s as follows:-

- i) The Developers / Promoters/ have 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;
- ii) The Developers / Promoters have 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;
- iii) The Developers/Promoters have disclosed and the
Allottee/s/Purchaser/s hereby agree, accept and
confirm that the Promoters shall be entitled to raise
finance from any financial institutions on their unsold
Flat and shall disclose to the Allottee/s/Purchaser/s of

such unsold Flat. Such Flat shall be sold by the Developers/Promoters with intimation of the finance raised to the prospective Allottee/s/Purchaser/s of such Flat;

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 competent authorities with respect to the Project, project land and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building shall be obtained by following due process of law and the Developers / Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas;

vi) The Developers / Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s/Purchaser/s created herein, may prejudicially be affected;

vii) The Developers / Promoters have 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 /Purchaser/s under this Agreement;

viii) The Developers / Promoters confirm that the Developers / Promoters are not restricted in any manner whatsoever from selling the said Flat to the Allottee/s/Purchaser/s in the manner contemplated in this Agreement;

- ix) The Developers / Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever due and payable by the Developers, with respect to the said project until the issuance of O.C. ;
- x) 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 Developers / Promoters in respect of the project land and/or the Project except those disclosed in the title report.

17. **COVENANTS OF THE ALLOTTEE/S/PURCHASER/S:-**

17.1 The Allottee/s/Purchaser/s with intention to bring all persons into whosoever hands the Flat may come under ownership , hereby covenants with the Developers / Promoters as follows :-

- i) To maintain the Flat at his own cost and responsibility , in good and tenantable condition and shall not violate the rules, regulations and bye-laws of the Society including MRTP/MCGM regulations in changing, altering or making any unauthorised additions in the flat both internal and external including common areas of the building .
- ii) Not to store in the 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 Flat is situated or storing of which goods is objected by the concerned 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 Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee/s/Purchaser/s in this behalf, the Allottee/s/Purchaser/s shall be liable for the consequences of the breach.

- iii) ~~To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Developers / Promoters to the Allottee/s/Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the 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/Purchaser/s committing any act in contravention of the above provision, the Allottee/s/Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv) 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 Flat is situated.
- v) He/she/it/they is/are not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the Said Property and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments
- vi) Pay to the Developers / Promoters within seven days of demand by the Developers / Promoters, his share of non-refundable deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- vii) 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 Flat by the Allottee/s/Purchaser/s for any purposes other than for purpose for which it is sold.
- viii) The Allottee/s/Purchaser/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 Flat until all the dues payable by the Allottee/s/Purchaser/s to the Developers / Promoters under this Agreement are fully paid up.

- xi) The Allottee/s/Purchaser/s shall observe and perform all the rules and regulations of the Society and carry out the maintenance from time to time for protection and maintenance of the said new building and the 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/Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the 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.
- xii) The Allottee/s/Purchaser/s shall permit the Developers / Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said new buildings / project land or any part thereof to view and examine the state and condition thereof.
- xiii) The Allottee/s/Purchaser/s shall not hang or cause to be hung clothes in Common Areas/ outside the balcony. The Allottee shall be allowed to hang clothes at designated place only.
- xiv) The Allottee/s/Purchaser/s has/have entered into this Agreement after having read the contents hereof and appraising himself about the same having understood the provisions hereof.
- xv) The Allottee/s/ Purchaser/s is also made aware of the fact that:
 - a) Parking Spaces shall be entertained as per the building plans that have been approved. The Allottees / Purchasers /

Buyers / Society Members shall not hold BMC and the Developers liable for the same in future.

- b) The Allottee/s/Purchaser/s is made aware of the fact that the said new building is deficient in open space and BMC will not be held liable for the same in future. Further the Allottee/s/Purchaser/s hereby agrees and records his consent / no objection for the neighbourhood development with deficient open space in future and less height of habitable floor and that the Allottee/s/purchaser will not hold the BMC liable for the Proposed inadequate / sub-standard sizes of rooms in future. That the Allottee/s/Purchasers will not hold BMC liable for inadequate / sub-standard sizes parking and the Allottee/s/Purchasers will not complain to the BMC in this regard in future. The Allottee/s/purchaser is further put to the notice about the inadequate manoeuvring space of car parking and no complaint shall be made to BMC with this regard.
- d) Shall not assign and / or transfer the benefit of this Agreement to any person for the commercial use and/or such other use so as to cause nuisance to other Flat Purchasers or neighbouring area.

18. **SEPARATE ACCOUNTS:-**

18.1 The Developers / Promoters shall maintain a consolidated account of all the deposits collected from the buyers of various Flats in the said new Building and of all deposits paid and expenses incurred therefrom. The Developers/ Promoters are authorized to utilize the said

deposits for the purposes for which they have been received. The Developers / Promoters shall not be liable to render any individual account of the amounts collected or disbursements made in respect of each separate Flat notwithstanding any excess/ deficit collection from any particular buyer of the Flat in respect of his/her Flat. In the event, any shortfall arises then the Allottee/s/Purchaser/s and/or the said Society, shall be individually and collectively liable to pay to the Developers / Promoters such amount as may be determined by the Developers / Promoters at their sole discretion.

19. **DELAY OR INDULGENCES:-**

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

20. **ESSENCE OF CONTRACT:-**

20.1 The Allottee/s/Purchaser/s shall pay the amounts mentioned herein, including the various Installments on their respective due dates, without fail and without any delay or default, as time in respect of the said payment, is The Essence of The Contract. The Developers / Promoters will forward to the Allottee/s/Purchaser/s intimation of the Developers / Promoters having carried out the construction at the address given by the Allottee/s/Purchaser/s, under this Agreement and the Allottee/s/Purchaser/s shall be under obligation to pay the amount of installments, within seven days of demand by the Developers / Promoters dispatching the intimation under certificate of posting or in any other manner, at the address of the

Allottee/s/Purchaser/s as given in these presents. The Developers / Promoters shall keep a certificate of their Architects, certifying that the Developers / Promoters have completed the work and such Certificate will be open for Inspection by the Allottee/s/Purchaser/s at the Office of the Developers / Promoters, which shall be binding on the Allottee/s/ Purchaser/s.

21. **LIABILITY OF ALLOTTEE/S/PURCHASER/S TO PAY ALL STATUTORY DUES:-**

21.1 By reason of the Developers / Promoters having agreed to sell the said Flat to the Allottee/s/Purchaser/s, if any, statutory dues become payable by the Developers / Promoters or the Allottee/s/Purchaser/s including GST or otherwise, the same shall be paid by the Allottee/s/Purchaser/s within 7 days from the demand being raised by the Developers / Promoters as a part of this Agreement.

22. **DISCLOSURES BY DEVELOPERS / PROMOTERS:-**

22.1 The Allottee/s/Purchaser/s hereby declares that before the execution of this Agreement, the Developers / Promoters have made full, free and complete disclosure and the Allottee/s/Purchaser/s have taken full, free & complete inspection of particulars and disclosure of the following:-

(a) Nature of Developers / Promoters' right and title to the said property described in the First Schedule hereunder written as also copies of the various permissions granted as mentioned in the Title Certificate of the Developers / Promoters annexed hereto along with all relevant papers and proceedings mentioned therein.

(b) IOD, CC and all plans and specifications duly approved and sanctioned by BMC of the

proposed building to be built upon the said property;

(c) Nature and particulars of fixtures, fittings and amenities to be provided in the building to be constructed on the said property;

(d) All particulars of design and materials to be used in construction of the building on the said property;

(f) The various amounts that are to be paid inter alia towards the ground rent, revenue assessment, Development/ betterment charges municipal and other taxes and water and electricity charges, including water deposit and electricity deposits and corpus fund or other deposits levied from time to time and as are for the time being in force.

(g) The Allottee/s/Purchaser/s hereby declares that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Developers / Promoters as aforesaid, as well as the terms and conditions hereinafter mentioned, the Allottee/s/Purchaser/s with full knowledge thereof have entered into this Agreement.

22.2 The Developers / Promoters have informed the Allottee/s/Purchaser/s and the Allottee/s/Purchaser/s hereby agree/s, confirm/s and declare/s and or otherwise empower/s, the Developers / Promoters, as follows: -

i) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said property and Building/s or any part or portion thereof. The Allottee/s/ Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/ her/ them. All open spaces, lobbies, staircases, terraces, recreation spaces, etc. shall remain the property

of the Developers / Promoters until the said property and/or the said new building is handed over to the said Society, subject to the Developers / Promoters reserving such rights in the said property in favour of the Developers / Promoters as may be available/ outstanding at the time of such handover.

For all or any of the purposes mentioned herein under and/or under this Agreement, the Developers / Promoters shall be entitled to keep and/or store any construction materials on any part or portion of the said property and/or to have additional Electricity Supply and/or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things, as may be necessary. In such an event, the Allottee/s/Purchaser/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any easement rights and/or any other rights, in the nature of easement or prescriptive or other rights of any nature whatsoever.

If the Promoters and/or or Buyer/s of different Flats want to merge/ amalgamate different Flats into one or more Flats or merge the Restricted Amenities (which is included in FSI, which is adjoining and/or in front of the entry doors/points of their individual Flat) with their Flats or demerge/ sub-divide Flat into one or more Flats, and/ or have an internal staircase in the flats then the Allottee/s/Flat Purchasers /members will not raise any objections against or challenge the said merger/ amalgamation/ demerger/ division on any grounds whatsoever. The Developers/Promoters shall be entitled to amend the Plans during the redevelopment and/or regularize the same even after the redevelopment is completed after issuance of Occupation Certificate for such

amalgamation/demerger/division and obtain sanction of the same as per the provisions of law provided such amalgamation/demerger/division does not adversely affect the said Flat which the Allottee/s Purchaser/s agreed to be purchased under this Agreement.

The Allottee/s is informed and is aware that there shall be approval/amendment of plans from time to time and/or for constructing the internal staircase or changing the position of internal staircase in their flats for merging of flats on upper floor with their flats. The Allottee is also aware that there may be mergers/demergers/divisions of Flats/Restricted Amenities and /or construction/change of position of internal staircase and also confirms and agrees to give forthwith (i.e. within seven days from the day of request by the Promoters and/or buyers of the Flats without charging any premium or fees, it's no objections certificate and/or writings as may be necessary/required for approval by the BMC and/or other planning authorities for making such changes/alterations. It shall be mandatory for the owners of Flats /Restricted Amenities who have carried out such changes/alterations/mergers/demergers/divisions to give to the Society, Structural stability certificate in respect of the said changes/alterations/modifications carried out.

23. **ADDITIONAL FACILITIES IN PROJECT:-**

23.1 The Developers / Promoters, shall provide a Fitness Centre, Terrace garden and a place for Society's office as per MCGM rules for the benefit of members and the Society.

24. **TRANSFER IN FAVOUR OF THE SOCIETY OF ALL ALLOTTEES/PURCHASER/S AND RIGHTS OF DEVELOPERS / PROMOTERS:-**

- 24.1 The Allottee/s/Purchaser/s along with other Allottee/s/ Purchaser/s of Flats in the building shall become a member of the society known by the name "Datta Dham Co-operative Housing Society Ltd." and for this purpose from time to time sign execute the application for registration and/or membership and other papers and documents necessary for becoming a member, including the bye-laws of the proposed society and duly fill in, sign and return to the Developers / Promoters within 7 days of the same being forwarded by the Developers / Promoters to the Allottee/s/ Purchaser/s, so as to enable the Society to issue membership to the Flat Purchasers and become a member of the Society. No objection shall be raised by the Allottee/s/Purchaser/s if any changes or modifications are made in the draft bye-laws of the Society, as may be required by the Registrar of Co-Operative Societies or any other Competent Authority.
- 24.2 Only on completion of the Project and on the Developers / Promoters consuming the full permissible F.S.I. available in respect of the said property the Developers / Promoters shall hand over the management of the building to the Society and if the management of the building is handed over to the Society prior to Developers / Promoters consuming the full permissible FSI available, the Developers / Promoters hereby reserve their right to exploit the F.S.I. not consumed on the said property. The Allottee/s/Purchaser/s confirm/s that the Developers / Promoters are and shall be entitled to the said property and all the benefit arising therefrom and have agreed only to sell the said Flat being subject matter of this Agreement and the Allottee/s/Purchaser's rights are restricted to the said Flat notwithstanding any statutory rights and if any, the Allottee/s/ Purchaser/s hereby waive/s all such rights. It is further agreed that in the event of the Allottee/s/Purchaser/s disputing or challenging the rights of the Developers / Promoters then in such case the Developers / Promoters shall have right to terminate this Agreement notwithstanding

the fact that the Allottee/s/Purchaser/s has/have paid the full consideration amount and/or has/have been put into possession of the said Flat.

24.3 All unsold Flats, open/ covered car parking spaces, open space, podium, space under and over the podium, stilt area and other Flats and spaces in the said new Building which are proposed presently and/or which may be proposed in future shall belong to and owned by the Developers / Promoters and/or their nominees only and they will have sole and exclusive rights and authority to allot, alienate or dispose of the same on such terms and conditions as they may like to any party and receive and appropriate the consideration received thereof and the Allottee/s/Purchaser/s will have no objection to the same and the Allottee/s/Purchaser/s do hereby consent to what is stated above and the Allottee/s/Purchaser/s agree and undertake not to claim any abatement in the price or concession or rebate or compensation or damages.

24.4 The Developers / Promoters intend to and may retain for themselves the remaining Flats in the said new Building to be constructed in the said Project and may not sell to others and may let/lease out or give on leave and license basis, some or even substantial number of Flats in the said new Building, as the case may be. The Developers / Promoters shall not be liable to pay non occupancy charges thereof to the said Society.

25. **RIGHTS OF DISPLAY:-**

25.1 The Developers / Promoters will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisement boards/ hoarding etc. of the Developers / Promoters and/or their affiliates (hereinafter referred as "**the displays**") with various devices (including electronic, laser and neon signs) in one or more places in the said new Building therein including, on open space/s, the terraces and/or any parts of the said new Building if it so desires at its own

costs and expenses. The Developers / Promoters and/or their Group Companies will not be liable to make any payment of any nature to Allottee/s/Purchaser and/or the occupant/s of the other Flats the said new Building and/or the said Society in respect of the displays.

26. **COMMON AREAS AND AMENITIES:-**

26.1 The use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall be mutatis mutandis to the ownership of the said Flat by the Allottee/s/Purchaser/s and his/her/its bona fide family members to the end and intent that:

- i) As and when the said Flat is sold or transferred, the use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall automatically stand transferred to the new Allottee/s/purchaser(s) of the said Flat and the Allottee/s/Purchaser/s' rights to the access, usage and enjoyment of the common service amenities and other amenities including the said infrastructure/ common facilities shall automatically stand extinguished;
- ii) The Allottee/s/Purchaser(s) shall not be entitled to separate or segregate or retain for himself the use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities and/or decline or refuse to transfer to the new Allottee/s/Purchaser/s the benefit thereof along with the sale and transfer of the said Flat to such Allottee/s/Purchaser/s;

26.2 If the TATA Limited / Adani Electricity Mumbai Ltd. or any other local body or authority requires a substation to be put on the stipulated property and passing of any

cable the costs, charges and expenses of the land and structure thereof shall be borne and paid by all the Allottee/s/Purchaser/s in the said new building including the Flat Allottee/s/Purchaser/s herein in proportion with the area of their respective Flat. The Allottee/s/Purchaser/s hereby agree and confirm that they shall not object to the substation and the land beneath it to be leased to the power supply company, if required and if needed to allow the passing of cable through the said Property

REPRESENTATION & AGREEMENT OF ALLOTTEE/S/ PURCHASER/S:-

27.1 The Allottee/s/Purchaser/s hereby agree/s and admit/s having taken inspection of all the documents required to be given by the Developers / Promoters under the provisions of the RERA and hereby agrees and confirms that the Developers / Promoters shall have irrevocable rights for the purposes Setout herein below and the Developers / Promoters shall be entitled to exercise the same as required with a view to remove any doubt the Allottee/s/Purchaser/s hereby confer/s upon the Developers / Promoters the right and authority for the purposes set out herein below:-

- (a) Without modifying the plan of the said Flat the Developers / Promoters shall be entitled to amend, modify and/or vary the building plans and/or sub division plan and also the specifications in respect thereof.
- (b) The Developers / Promoters shall be entitled to consume T.D.R. available from any sources on the said property and shall for the purpose be entitled to amend, alter or modify the sanctioned plans as per the provisions of law. However, the Developers / Promoters shall not modify or alter the plan of the Flat agreed to be purchased by the Flat Allottee/s/ Purchaser/s.

- (c) The Allottee/s/Purchaser/s and/or the Society or Association of the Allottee/s/Purchaser/s of all the Flats shall not raise any objection on any ground as to the Developers / Promoters' rights reserved.
- (d) The Developers / Promoters shall be entitled to raise the additional floors to the said new building as the Developers / Promoters may think fit and proper even though the Developers / Promoters might not have got the Plans sanctioned for the same at the time of execution of this Agreement and shall have full authority to get the Plans sanctioned and construct additional floors/adjacent wings, provided the Developers / Promoters obtain the consent of the Allottee/s/Purchaser/s as per the provisions of law.

28. **FIRST CHARGE AND LIEN OF DEVELOPERS / PROMOTERS:-**

- 28.1 The Developers / Promoters shall have first lien and charge on the said Flat agreed to be acquired by the Allottee/s/Purchaser/s in respect of all the amounts payable by the Allottee/s/Purchaser/s under the terms and conditions of this Agreement.
- 28.2 It is hereby agreed by the Allottee/s/Purchaser/s that any, concurrence, letters and other papers as may be required by the Developers / Promoters from time to time for availing the benefit of construction of the additional floors area and / or structures as per the rules and regulations of the local authority shall not be withheld by them unreasonably.

29. **INTERIM MANAGEMENT: -**

- 29.1 In the event of the management of the said property being handed over to the Society before the sale and disposal of all the Flats, parking spaces, by the Developers / Promoters in the said new building/s in the said property, the power and authority of the said

Society shall be subject to the overall control and authority of the Developers / Promoters in respect of any of the matter concerning the said property and/or the said new building, the construction and completion thereof and all the amenities appertaining to the same and in particular the Developers / Promoters shall have absolute authority and control as regards the unsold Flats, parking spaces and the disposal thereof and such Allottee/s/Purchaser/s of the said unsold Flats shall be admitted as members of the Society without levy of any premium or transfer fee. The Society in such event will only be entitled to levy share subscription amounts membership application fee and contribution for any reserve/sinking funds if any.

30. **DEFECT LIABILITY:-**

30.1 If within a period of five years from the date of handing over the said Flat to the Allottee/s/ Purchaser/s or the date of the Occupation Certificate, whichever is earlier, the Allottee/s/Purchaser/s brings to the notice of the Developers / Promoters any structural defect in the said Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, subject to sub-clause hereinbelow, wherever possible such defects shall be rectified by the Developers / Promoters at his own cost and in case it is not possible to rectify such defects, then the Developers / Promoters shall arrange to value the damage with his consultant and contractors and the Allottee/s/Purchaser/s shall be entitled to receive from the Developers / Promoters, compensation for such defect in the manner as shall be valued by the said consultants/contractors, subject to the below mentioned clause.

30.2 If the defect has arisen due to result of any unlawful construction or any addition or alteration including fixing of grill carried out by the Allottee/s/Purchaser/s in their respective premises or on the exterior or by Organisation of Allottee/s/Purchaser/s of the building or

as a result of non- maintenance of the said new building or said Flat then in such event, the Promoters shall be absolved from such liability.

31. **STAMP DUTY AND REGISTRATION CHARGES:-**

31.1 The Developers confirm that the Allottee/s shall required to make payment of stamp duty, registration charges and GST as applicable on this Agreement.

32. Subject to the provisions of this Agreement, the Developers / Promoters shall be entitled to sell, assign, transfer or otherwise deal with their rights and interest in the said property or in building/s to be constructed thereon. Provided that in such event, the Allottee/s/Purchaser/s herein and/or Assign/s of the Developers / Promoters, shall continue to be bound in all respects by the terms and conditions set out in this Agreement.

33. Before the sale and/or disposal by the Developers / Promoters of all the Flats, stilts and other spaces, gardens, terraces, compounds and car parking space in the said new building and in the compound, the power and authority of the society or of the Flat holders and the Allottee/s/Purchaser/s and other spaces and car parking spaces, shall be subject to the overall authority and control of the Developers / Promoters in respect of any of the matters concerning the said new building the construction and completion thereof and all amenities pertaining to the same and in particular the Developers / Promoters shall have absolute authority and control as regards the unsold/ unassigned Flat, stilt, compounds, other spaces, hoardings and car parking spaces and the disposal thereof. The Developers / Promoters shall be liable to pay only the Municipal taxes, at actual (after deducting the vacancy allowances, etc.) in respect of the unsold Flats, hoarding spaces and/or unallotted/ unassigned car parking spaces. In case the management of the Building is handed to the co-operative society before the disposal of all the Flats by the Developers / Promoters, then and in such an event, the Developers / Promoters shall join in as the Developers / Promoters /members in respect of such unsold Flat & Car

parking space and as and when such Flats & Car parking space are sold to the persons of the choice and at the discretion of the Developers / Promoters, the co-operative society shall admit as members the Allottee/s/Purchaser/s of such Flat without charging any premium or any other extra payment and they shall have same rights, benefits and subject to the same obligations, as those of the other Allottee/s/Purchaser/s without any reservation or conditions or any other payments save and except normal Entrance Fee, Share Money and other Moneys Paid by all the Allottee/s/Purchaser/s, at the time of handing over the management.

34. **DEVELOPERS / PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE AGAINST THE SAID FLAT:-**

34.1 After the Developers / Promoters execute this Agreement he shall not mortgage or create a charge on the 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/Purchaser/s who has taken or agreed to take such Flat.

34.2 The Developers / Promoters propose to avail financial assistance from banks, institutions and other persons, inter alia, against security of the Sale area of the Developers' entitlement. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Allottee/s/Purchaser(s) under this Agreement in respect of the said Flat, the Developers / Promoters shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens, encumber, mortgage, sell, assign, transfer, dispose of, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, privileges, and/or claims in respect of the development rights in respect of the said Property and the Promoters' sale component, without any notice to the Allottee/s/Purchaser/s and the Allottee/s/Purchaser/s

have given and granted their specific, full, free, unqualified and irrevocable consent to the Developers / Promoters to do so. As part of such arrangement by the Developers / Promoters all or any of the responsibilities and/or obligations of the Developers / Promoters may be shifted or transferred to any other person or persons. All such arrangements by the Developers / Promoters shall be binding on the Allottee/s/Purchaser/s. The Developers / Promoters undertake to clear the aforesaid encumbrances, if any, and the Developers / Promoters shall indemnify and keep the Allottee/s/Purchaser/s fully indemnified against all claims of any nature whatsoever that may be made against the Allottee/s/Purchasers by virtue of any encumbrances created as aforesaid.

The Developers / Promoters agree that the Allottee/s/Purchaser/s shall be entitled to raise necessary finance/ housing loan and avail such loan against the security of the said Flat, subject to the Developers/Promoters having first charge on the said Flat for the unpaid amounts and the Allottee hereby agrees to put the said bank/financial institution to the notice thereof. However, it will be the sole responsibility of the Allottee/s/Purchaser/s to repay the said loan and the Allottee/s/Purchaser/s hereby undertake to indemnify and keep indemnified and harmless the Developers / Promoters from any claim or demand, loss arising from the same.

35. **BINDING EFFECT:-**

35.1 Forwarding this Agreement to the Allottee/s/ Purchaser/s by the Developers / Promoters does not create a binding obligation on the part of the Developers / Promoters or the Allottee/s/Purchaser/s until, firstly, the Allottee/s/Purchaser/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/Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developers / Promoters. If the Allottee/s/Purchaser/(s) fail/s to execute and deliver to the Developers / Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s/ Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developers / Promoters, then the Developers / Promoters shall serve a notice to the Allottee/s/Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s/Purchaser/s, application of the Allottee/s/Purchaser/s shall be treated as cancelled and after deducting 15% of the consideration amount together with the GST and other taxes thereon and also the stamp duty paid by the Promoters on this Agreement and such other deductible charges in connection therewith the Promoters shall refund the balance amount, to the Allottee/s/Purchaser/s without any interest or compensation whatsoever.

36. **ENTIRE AGREEMENT:-**

Save and except as may be specifically mentioned herein, 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/plot/building, as the case may be.

37. **RIGHT TO AMEND:-**

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

38. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO
ALLOTTEE/S/ PURCHASER/S/ SUBSEQUENT ALLOTTEE/S/
PURCHASER/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/Purchaser/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.

39. **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 being 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.

40. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-**

Wherever in this Agreement it is stipulated that the Allottee/s/Purchaser/s has to make any payment, in common with other Allottee/s/Purchaser/(s) in Project, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the said Flats in the Project.

41. **FURTHER ASSURANCES:-**

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

42. **PLACE OF EXECUTION:-**

The execution of this Agreement shall be complete only upon its execution by the Developers / Promoters through its authorized signatory at the Developers / Promoters' Office, or at some other place, which may be mutually agreed between the Developers / Promoters and the Allottee/s/Purchaser/s, in Mumbai after the Agreement is duly executed by the Allottee/s/Purchaser/s and the Developers / Promoters or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

43. The Allottee/s/Purchaser/s and/or Developers / Promoters shall present this Agreement at the concerned registration office within the time limit prescribed by the Registration Act

and the Developers / Promoters will attend such office and admit execution thereof.

44. That all notices to be served on the Allottee/s/Purchaser/s and the Developers / Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s/Purchaser/s or the Developers / Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

The Allottee/s / Purchaser/s:

Notified Email ID: _____

The Developers /

Promoters:

M/s. Hindustan Realty Limited,
9th Floor, HL House,
Maharashtra Nagar,
Borivali (West), Mumbai -400092

Notified Email ID: info@hlrealty.in

It shall be the duty of the Allottee/s/Purchaser/s and the Developers / 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 Developers / Promoters or the Allottee/s/Purchaser/s, as the case may be.

45. **JOINT ALLOTTEE/S/PURCHASER/S:-**

That in case there are Joint Allottee/s/Purchaser/s all communications shall be sent by the Developers / Promoters to the Allottee/s/Purchaser/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/Purchaser/s.

46. **THE 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.

47. **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 Civil Courts in Mumbai will have the jurisdiction for this Agreement.

48. **OVERALL CONTROL OF DEVELOPERS / PROMOTERS:-**

48.1 Before the sale and disposal by the Developers / Promoters of all the Flats in the said building, the power and authority of the said Society shall always be subject to the overall authority and control of the Developers / Promoters in respect of any of the matters concerning the said Building, the

construction of additional floors thereon and all amenities pertaining to the same and in particular the Developers / Promoters have the absolute authority and control as regards all the unsold Flats in the new said Building and the disposal thereof. The Developers / Promoters shall be liable to pay the municipal taxes at actual only in respect of the unsold Flats and other premises. In such case, the Developers / Promoters shall join in as the member in respect of such unsold apartments and as and when such Flats are sold to the persons of the Developers / Promoters" choice, the said Society shall be bound to admit such Allottee/s/Purchasers as members without charging any premium or other extra payment or transfer charges.

48.2 The Society shall not issue Share Certificate to any Allottee/s/Purchaser/ member without obtaining the No Objection Certificate from the Developers / Promoters certifying that the Developers / Promoters have no outstanding/dues pending on any account to be received from the Allottee/s/ Purchaser/member and remaining unpaid. If the said Society issues Share Certificate to any Allottee/s/purchaser/ member without adhering to or abiding by the aforesaid condition, the said Society shall itself be responsible and liable to pay such amounts due and payable, if any, by such Allottee/s/purchaser/ member to the Developers / Promoters.

48.3 The Developers / Promoters may opt (but shall not be bound) to become and continue to be the member of the said Society in respect of their right and benefits conferred/ reserved herein or otherwise entitled to in whatsoever manner. If the Developers / Promoters transfer assign and/or dispose of such rights and benefits at any time to anybody, the assignee, transferee and/or the buyers thereof, shall if necessary become the members of the said Society in respect of the said rights and benefits. The Allottee/s/Purchasers herein and the said Society, as the case may be, will

not have any objection to admit such assignees or transferees as members of the said Society and the Allottee/s/Purchasers do hereby give their specific consent to them being admitted.

48.4 If any GST is payable or any other tax/liability/levy/cess on account of this transaction arises now or in future, the same shall be paid and discharged by the Allottee/s/Purchasers alone and the Developers / Promoters shall not be liable to contribute anything on that account. The Allottee/s/Purchaser/s shall also fully reimburse the said amount, if paid by the Developers/Promoters and the expenses that may be incurred by the Developers / Promoters in consequences upon any legal proceedings that may be instituted by the authorities concerned against the Developers / Promoters or vice versa on account of such liability.

49. The Allottee/s/Purchaser/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents related to the said Property and has expressly understood the contents, terms and conditions of the same and the Developers / Promoters have entered into this Agreement with the Allottee/s/Purchaser(s) relying solely on the Allottee/s/Purchaser agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Allottee/s/Purchaser(s) to be observed, performed and fulfilled and complied with and therefore, the Allottee/s /Purchaser hereby agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Developers / Promoters and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of

the terms, conditions, covenants, stipulations and/or provisions hereof by the Allottee/s/Purchaser/s.

50. Each party hereto shall from time to time upon the reasonable request and cost of the other party execute any additional documents and do any other acts or things which may be reasonably required to give effect to the terms hereof.
51. All costs, charges and expenses including GST and registration charges of this Agreement shall be borne and paid by the Allottee/s/Purchaser/s. The Allottee/s/Purchaser/s are fully aware of the provisions of the applicable stamp Act as amended from time to time. If any stamp duty over and above the stamp duty already paid on this Agreement including the penalty if any is required to be paid or is claimed by the Superintendent of Stamps or concerned authority, the same shall be borne and paid by the Allottee/s/Purchasers alone. The Allottee/s/Purchaser/s shall indemnify the Developers / Promoters against any claim from the stamp authorities or other concerned authorities in respect of the said stamp duty including penalty if any to the extent of the loss damage that may suffered by the Developers / Promoters. The Allottee/s/Purchaser/s shall also fully reimburse the expenses that may be incurred by the Developers / Promoters in consequence of any legal proceedings that may be instituted by the authorities concerned against the Developers / Promoters or vice-versa on account of such liability. The Developers / Promoters have informed the Allottee/s/Purchaser/s that this Agreement has to be registered within 4 months of execution, or within successive 4 (four) months (on payment of requisite penalty by the Allottee/s/Purchaser/s).
52. The Allottee/s/Purchaser/s hereby declares that he/she /it/they are resident Indians and are entitled to acquire the said Flat in accordance with the provisions of the Foreign Exchange Management Act, 1999. It is abundantly made clear to the Allottee/s/Purchaser/s that if the Allottee/s/Purchaser/s is a Non-Resident Indian / foreign national of Indian origin, in respect of all remittances,

acquisitions / transfer of the said Flat, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s/Purchaser/s understands and agrees, that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto.

The Developers / Promoters accepts no responsibility in this regard and the Allottee/s/Purchaser/s agrees to indemnify and keep the Developers / Promoters indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

53. Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be inoperative, void or illegal by a court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.

54. The Allottee hereby indemnifies and keeps indemnified, saved, defended and harmless the Promoters against any or all demands, notices, claims, actions, proceedings, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoters from or due to any breach by the Allottee of any of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee in complying/ performing his/her/their obligations under this Agreements.

55. The show flat constructed by the Promoters and all furniture, items, electronic goods, amenities etc. displayed therein and any marketing material including sales brochures/e-brochures, models, photographs, videos, illustrations, walk through, etc. provided to the Allottee/s or made available for the Allottees/s' viewing were merely an artist's impression and creative imagination and shall not constitute a representation or warranty or declaration by the Promoters or any of its agents/employees/representatives and the Allottee/s shall not be entitled to make any claim upon the Promoters with respect to any item/ component/facet that is not specifically agreed to be provided by the Promoters to the Allottee/s under this Agreement.

56. 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/Purchaser/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.

THE FIRST SCHEDULE ABOVE REFERRED TO;

(Said Property)

All that pieces and parcels of the land ground situate lying and being at Village Borivli, bearing Final Plot No.204/6/1 of Eksar, and having corresponding C.T.S No. 2394/A admeasuring about 1604.70 sq. mtrs or thereabouts (after deducting set back area) together with the structure/building known as "Datta Dham CHSL" (now demolished) standing thereon situate at Devidas Road, Off. Chandavarkar Road, Borivali (West) Mumbai 400 103, Mumbai Suburban District.

THE SECOND SCHEDULE ABOVE REFERRED TO

(The said Flat)

Residential Flat bearing No. ____ on _____ Floor, admeasuring _____ Sq. Mtrs Carpet Area together with the balcony attached to the said Residential Flat admeasuring ____ sq. mtrs. (counted in FSI) in aggregate admeasuring ____ sq. mtrs in wing ____ in the building known as **"THE ERICA"** together with exclusive use and enjoyment of the _____ Car-parking Space being Open/Stilt/Stack/Tandem/Surface, on Ground 1st / 2nd / 3rd Podium floor bearing no. ____ and ____, of the building, shown/reflected on the floor plans annexed hereto and constructed on the said Property more particularly described in the Second Schedule hereinabove written.

THE THIRD SCHEDULE ABOVE REFERRED TO

COMMON AREAS AND FACILITIES:

The Land on which the building is located, the foundations, columns, girders, beams, main walls, Lobbies, common pathways, stairways, lift, pump room, suction tank, , soak pit, Lift, Lift Machine Room, Underground Water Tank and Pump Room, storm water drain, terraces of the building, R. G. Area, Fitness Centre, and society's office only.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Restricted Areas and amenities)

The Restricted Amenities are as under:-

THE FIFTH SCHEDULE ABOVE REFERRED TO

LIST OF OUTGOINGS :

1. As mentioned in clause no. 14 of the Agreement
2. The expenses of maintenance, repairing, redecorating etc. of the main structure and in particular the terrace, gutters and rain water pipes and electric wire in under or upon the building and enjoyed or used by the Allottee/s/Purchaser/s in common with other occupiers of the other apartment /car parking spaces and the main entrances, passages, landing, staircase of the building as enjoyed by the Allottee/s/ Purchaser/s or used by him/her/them in common as aforesaid and the boundary walls of the buildings, compounds, terrace etc.
3. The costs of cleaning and lighting the passages, landing staircase and other parts of the building as enjoyed or used by the Allottee/s/Purchaser/s in common as aforesaid.
4. The cost of decorating of the exterior of the building.
5. The costs of salaries of clerk, watchman, sweeper, administrative cost etc.
6. The cost of working and maintenance of water pumps, lift, lights and service charges.
7. Municipal and other taxes, rates, taxes, service tax etc.
8. Insurance of the building.
9. Cost of water meter electric meters and/or any deposit for water or electricity.
10. Such other expenses as are necessary or incidental.

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

SIGNED, SEALED AND DELIVERED)

BY THE WITHIN NAMED)

“THE DEVELOPERS / PROMOTERS”)

M/S. HINDUSTAN REALTY LIMITED,)

PAN: _____)

Through its Director)

_____)

_____)

In the presence of.....)

Please
affix
photo-
graph

T. I.

(_____)

Signature

1. _____

2. _____

SIGNED AND DELIVERED)

BY THE WITHIN NAMED)

ALLOTTEE/S /PURCHASER/S)

(INCLUDING THE JOINT BUYERS))

Please
affix
photograp
h

T. I.

Signature

PAN _____

Please affix
photo-
graph

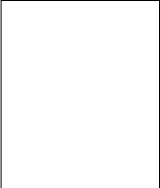
T.I

PAN_____

Signature.

PAN_____

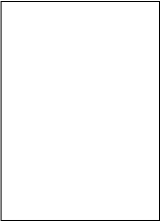
Please affix
photograph



Signature.

PAN_____

Please affix
photo-
graph



In the presence of

1. _____

Signature.

2. _____

RECEIVED on the day and year first herein)
written of and from the within named)
Purchaser, the sum of Rs. _____/-)
(Rupees _____)
_____ Only))
by cheque No. _____ dated _____)
drawn on _____ Bank,)
_____ Branch, being the amount of)
Earnest Money/Booking Amount towards)
Part payment as within mentioned,)
required to be paid by Allottee/s/)
Purchaser/s to us and a further sum of)
Rs. _____/- (Rupees _____)
_____ Only) by)
cheque No. _____ dated _____)
drawn on _____ Bank)
_____ Branch and further sum of)
Rs. _____/- (Rupees _____)

_____ Only))
 by cheque No. _____ dated _____)
 drawn on _____ Bank)
 _____ Branch and further sum of)
 Rs. _____/- (Rupees _____)
 _____ Only))
 by cheque No. _____ dated _____)
 drawn on _____ Bank)
 _____ Branch and further sum of)
 Rs. _____/- (Rupees _____)
 _____ Only))
 by cheque No. _____ dated _____)
 drawn on _____ Bank)
 _____ Branch on or before execution)
 of this agreement making an aggregate)
 payment of Rs. _____ (Rupees)
 _____ only))
 being the Part consideration amount as)
 Mentioned within paid by him/her/them/it.) Rs. _____/-
 (Rupees _____
 _____ Only)

WE SAY RECEIVED
For M/S. HINDUSTAN REALTY LIMITED,

Director
 (PROMOTERS/ DEVELOPERS)

=====

DATED THIS DAY OF 2022

=====

M/s. Hindustan ..The Developers
Realty Limited,
Promoters.

And

_____ .. Allottees/
Purchasers

**AGREEMENT FOR SALE OF FLAT IN THE
BUILDING "THE ERICA", DEVIDAS ROAD,
BORIVLI (WEST) MUMBAI 400 103, MUMBAI
SUBURBAN DISTRICT.**
