

AGREEMENT FOR SALE

This AGREEMENT FOR SALE (“Agreement”) is made at Mumbai _____ day of _____
in the Christian Year Two Thousand and _____.

BETWEEN

M/S. SHIVRAJ REALTECH LLP, a Limited Liability Partnership incorporated and registered under the Limited Liability Partnership Act, 2008 bearing Identification No. **ACA-0094**, having its registered office at B/104, Kalash SRA CHSL, Bhabrekar Nagar, Charkop, Kandivali West, Mumbai 400 067, through its Designated Partners **Mr. LAXMAN K. YADAV & Miss. REENA K. YADAV**, hereinafter referred to as the **“THE DEVELOPER”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) OF THE OF THE ONE PART;

AND

MR./MRS. _____

_____ having his/ her/ their address at _____ Hereinafter referred to as **“Purchaser/s”** (which expression shall unless it be repugnant to the context or meaning there of be deemed to mean and include his/her/ their heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS

- a) The Maharashtra Housing and Area Development Authority (MHADA), a statutory corporation constituted under the Maharashtra Housing and Area Development Act, 1976 was inter alia seized and possessed of and otherwise well and sufficiently entitled to all that piece or parcel of land admeasuring about 1304.10 sq. meters situated at Plot No. 451, RSC-39, and bearing City Survey No.1C/1/165, being part of MHADA land at Charkop, Kandivali, Tal. Borivali, Dist.- Bombay, Mumbai 400 067, within the Registration District of Bombay Suburban, more particularly described in the **First Schedule** hereunder written and hereinafter referred to as **"THE SAID PROPERTY"**.
- b) Vide Deed of Lease dated **2nd March 1988** made between MHADA as a Lessor and the Society as a Lessee, the said Land has been demised to the Society for a term of 90 years subject to the payment of the rent as per the terms and conditions of the said Lease Deed.
- c) The said Land was divided into 29 Plots of C Type and 6 Plots of D Type developed plots, each plot being provided with toilet and bath connected with a common sewerage and water tap and/or plinth of rooms and other amenities.
- d) The tenements in the said structures were allotted to individual allottees for Residential Accommodation on Hire Purchase Basis and subsequently all the individual allottees formed themselves into a Co-operative Housing Society, namely **"CHARKOP (1) RAMTIRTH"** and each member of SOCIETY is holding tenement, hereinafter referred to as **"THE SAID SOCIETY"**.
- e) The said SOCIETY is having 35 tenements, Plot No. 451, Sector - 4, RSC - 39, Charkop, Kandivali West, Mumbai - 400067, 29 Type C tenements admeasuring 25 sq. mtrs and 6 Type D tenements admeasuring 40 sq. mtrs.
- f) The Society and the Members considered the redevelopment of the said property by demolishing the existing structure of the Society and constructing a new building in its place by using the existing FSI and FSI available through TDR from MHADA.
- g) That the Developer herein submitted their Offer Letter dated _____ for the proposed redevelopment of the said property of the Society by demolishing the existing structure and constructing new building/s in place and instead thereof on terms and conditions therein set out, on the basis of tender documents which are based on the feasibility report of the Society.
- h) The SOCIETY in its Special General Body Meeting held on _____ approved the Offer dated _____ made by the DEVELOPERS herein and unanimously with 35 members in attendance resolved and decided and accordingly unanimously passed a resolution to entrust work of proposed Re-development of the said property to the Developers herein and further authorized its Managing/Re-development Committees to take necessary steps and to execute necessary papers and documents on behalf of the said SOCIETY in favour of the DEVELOPERS.
- i) The 35 individual members of the Society are aware that the DEVELOPER shall survey the entire plot and the tit-bit land and shall construct additional building/s for accommodating the new prospective purchasers of the sale component of the said New Building.
- j) The 35 Flat Owners of the Society (save and except deceased members) have given their written consents for the DEVELOPERS herein to develop the "said building" on the "said property" have executed individual consents for the same. The said Society agrees, that it is their responsibility to obtain written consents of the 35 Flat Owners and the heirs of the deceased member and handover peaceful and vacant possession of their respective residential to the Developers.
- k) The Developers shall be entitled to utilize the maximum possible floor space index, and also add his available layout F.S.I. on top the building (F.S.I.) by whatever name it may be called (base F.S.I.,

fungible F.S.I., F.S.I. obtained on payment of premium or otherwise, incentive F.S.I., F.S.I. obtained in lieu of transfer of development rights (TDR), pro-rata F.S.I., layout F.S.I., and/or any other F.S.I.), V.P. Quota F.S.I., Load FSI available in the layout to the developer or any other F.S.I. which may come into existence due to changes in Policies etc., as may be available for consumption on the said property, and derived and accruing from and/or to the "said entire land", and for the user, as sanctioned by the MHADA, Municipal Corporation and Other Competent Authorities for the building/s to be constructed on the said property on the "said entire land". The DEVELOPERS will be entitled to use the combination of various kinds of user/F.S.I./TDR available and approvable by the authorities as they deem fit and proper till the Developer completely utilizes the fullest FSI for the construction of the said building on the entire land.

- l) The SOCIETY have represented to the DEVELOPER, that there is no outstanding claim, right, charge, encumbrances, title or interest in, on, and over the said property by anyone except MHADA and the bonafide members of the Society hereto and undertakes to indemnify and keep indemnified the Developers against any such claim arising from anyone or found subsequent to these presents.
- m) Accordingly, the Society have issued the Letter of Intent/ Appointment dated _____ in favour of the Developers herein i.e., M/s. **Shivraj Realtech LLP**, appointing the Developers for the proposed project.
- n) In these circumstances, the parties hereto have, subject to consent /approval of MHADA, mutually settled the terms and conditions of the proposed Re-Development of the "Said Property" on the "said entire land" and desirous of recording the same in writing by executing these presents.
- o) The Promoters have proposed that there will be only lower floors for Existing Members shall be allotted new are (RERA carpet):
- Type C (29 members): - 575 sq feet (RERA carpet)
 - Type D (06 members): - 850 sq feet (RERA carpet)
- p) The Promotor will build sale area admeasuring of _____ RERA Carpet of _____. The Promoters are envisaging to construct the building/s comprising of Ground + 22 Upper Floors, to be known as "**CHARKOP (1) RAMTIRTH**" (Hereinafter referred to as "the Said Project" for the sake of brevity).
- q) The Promoters have appointed True Scale Architects & Interior Designers and Consultants as their Architects and have entered into a standard Agreement with the Architects. The Promoters have also appointed Epicons Consultant Pvt. Ltd. as their Structural Engineer/ RCC Consultant to submit the structural design in respect of the building/s to be constructed. The Title of the Promoters to the said first is certified by M/s. Vinod S. Pandey.
- r) The Promoter shall register the said project with the Real Estate Regulatory Authority on the Government website, presently being "<https://maharera.mahaonline.gov.in/>" or such other website, as the government may prescribe from time to time.
- s) The Purchaser declares and confirms that he/she/they is / are fully aware of the terms and conditions of the said Agreements / Covenants made between the Original Owners and the Promoters. Further, the Purchaser shall not be entitled to claim any higher, further or other right either to the said Property / Project or internal road, recreation ground and other area and the same will belong to the said Promoters and neither the Purchaser of the said proposed Project will have any right, lien or claim thereon in any manner whatsoever.
- t) That the Promoters alone have the sole and exclusive rights to sell the Flat/ Premises inter alia in the Sale Buildings, being constructed by the Promoters herein on the saleable portion of the said property or any part thereof and enter into Agreements with the Purchaser of the Flat/ Premises and to receive the sale price in respect thereof.

- u) As requested by the Purchaser, the Purchaser has agreed to purchase and the Promoter has agreed to sell to the Purchaser and has agreed to confirm the sale in favour of the Purchaser, on the terms and conditions hereinafter appearing, on what is known as ownership basis, the flats/ premises bearing No. _____ of Wing _____ on _____ Floor hereunder shown by red outline on the floor plan (hereinafter referred to as the said "Flat/ Premises") at or for the lump sum Consideration of Rs. _____ (Rs. _____) (hereinafter referred to as the "Sale Consideration") and as incidental thereto, and the Common Areas (as defined hereinafter) subject to the superintendence and rules and regulations formulated by the Society to be formed in relation thereto.
- v) That the Purchaser has demanded from the Promoters and the later has given photo copies of the documents and have also given inspection of all documents of title relating to the said Property/Project, approved plans and all such other documents as are specified and/or required to be shown to Purchaser under the Real Estate (Regulation & Development) Act, 2016 and the Rules made thereunder ("RERA").
- w) That under Section 4 of the MOFA Act read with Section 13 of RERA Act, the Promoters are required to execute a written Agreement for Sale for the said Premises with the Purchaser, being in fact these presents and also to register the same under the Registration Act.
- x) That the parties hereto are desirous of recording the terms and conditions on which the Promoters have agreed to allot and/or to sell and the Purchaser have agreed to purchase the said Premises in the manner hereinafter appearing

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The Parties agree that the recitals as contained hereinabove shall form an integral and operative part of this Agreement as if the same are set out and incorporated herein verbatim.
2. **Definitions and Interpretations.**
 - 2.1. In this Agreement, unless the context otherwise requires, (i) capitalized terms defined by inclusions in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:
 - i. **'Agreement'** shall mean this Agreement together with the Schedules and annexures hereto.
 - ii. **'Applicable Law'** shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, guidelines, policy, directives or any decision of any Authority or court having competent jurisdiction from issued and/or as amended and/or modified from time to time;
 - iii. **'Authority'** shall mean the Real Estate Regulatory Authority appointed under RERA;
 - iv. **Car Parking Space/s** shall mean the car parking space as more particularly described in the schedule hereto;
 - v. **'Common Areas and Facilities'** shall mean common areas and facilities specified in the **Third Schedule** hereunder written which are to be utilized by all the occupants of the said Building;
 - vi. **'Total Consideration'** shall mean the aggregate of the Sale Consideration, the taxes and any or all other amounts, charges of whatsoever nature payable by the Purchaser/s in relation to this Agreement and all other sums whatsoever payable by the Purchaser/s to the Promoter including in relation to the said Premises including the sale of the Flat/ /Premises to the Purchaser/s under this Agreement;
 - vii. **'Common Infrastructure'** shall mean certain common amenities like gates, access roads, sewage treatment plant (STP), underground water tanks, internal roads, security cabins, gutters, ramp, sub-station etc., provided by the Promoter for the use and convenience of the Flat//Premises Purchaser/s of the said Building on the said Property and/or any other buildings that may be constructed in future phases on the said Property;

- viii. **'Defects'** shall mean any structural defects in the said Building or any other defect in workmanship, quality or provision of services by virtue of the same not being of the same quality as detailed in this Agreement which are brought to the notice of the Promoter by the Purchaser/s as being 'defects' within the meaning of this clause within 5 (five) years from the date of handing over of the possession of the Flat/Premises to the first purchaser/s in the Project but specifically excludes defects in the Flat/Premises due to any work/activity carried out by any Flat/Premises purchaser/s including the Purchaser, in the said Building or any use of equipment in the manner not consistent with the user manuals/guidelines as may be prescribed by the Promoter of the said Building;
- ix. **'Flat/Premises'** shall mean the premises as more particularly described in this Agreement hereto;
- x. **'Force Majeure'** shall have the meaning assigned to it under RERA and the RERA Rules made thereunder including any statutory interpretation thereof;
- xi. **'Interest'** shall mean the simple interest at State Bank of India highest Marginal Cost of Lending Rate ("MCLR") plus two percent per annum as per the provisions of RERA;
- xii. **'Lock & Key'** – means, Units ready for possession, with all basic amenities, water connection, electricity connection etc, as is provided under the MOFA Act to be given by any Developer to the end user (Flat/ /Premises Purchaser).
- xiii. **'Liquidated Damages'** shall mean an amount equivalent to 10% of the total Sale Consideration;
- xiv. **'Occupation Certificate'** shall mean Certificate issued by the Municipal Corporation of Greater Mumbai under the Maharashtra Regional Town Planning Act, 1966;
- xv. **'Outgoings'** shall mean the aggregate of the municipal taxes including property taxes, water charges and all other outgoings in relation to the and the proportionate outgoings/charges in respect of the said Building and the Common Areas and Facilities;
- xvi. **'Possession Date'** shall mean the date on which the possession for the said flat/premises is given in each case. In this present Agreement, the Possession date for the said flat/premises bearing No. _____ shall mean the _____ day of _____.
- xvii. **'RERA'** means Real Estate (Regulation and Development) Act, 2016 as may be amended and/or modified from time to time and all notifications, circulars and orders issued thereunder or by the authorities constituted thereunder from time to time;
- xviii. **'RERA Rules'** means Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 and all notifications, circulars and orders issued thereunder or by the authorities constituted thereunder from time to time;
- xix. **'Sale Consideration'** shall mean the net amount payable to the Promoter towards purchase of the Flat/Premises together with the right to use the Car Parking Space/s and the Common Areas and Facilities as mentioned in the Third Schedule.
- xx. **'Society'** shall mean the society formed under the provisions of Maharashtra Co- Operative Societies Act, 1960 and rules framed thereunder.
- xxi. **'The said Building'** shall mean one building which is more particularly described in this Deed.
- xxii. **'Threshold Limit'** shall mean the limit in the variation of the Carpet Area up to +/- 3% (Three Percent).
- xxiii. **'Carpet Area'** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment;

2.2. INTERPRETATION

- 2.2.1. Words importing the singular include the plural; words importing the masculine shall import the feminine; and vice versa, unless contrary to the terms, conditions, and context of usage.
- 2.2.2. The words "include" and "including" are to be construed without limitation, unless contrary to the terms, conditions and context of usage specified therein.
- 2.2.3. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment or modifications (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions.
- 2.2.4. In addition to the terms defined in Clauses certain other terms are defined elsewhere in this Agreement and whenever such terms are used in this Agreement they shall have their respective defined meanings unless the context expressly or by necessary implication otherwise requires.

3. PURCHASE OF THE FLAT/PREMISES AND CONSIDERATION:

- 3.1. The Purchaser hereby agree/s to purchase and the Promoter hereby agrees to sell to the Purchaser, on the terms and conditions hereinafter appearing, on what is known as ownership basis, the Flat/Premises bearing No. _____ on Floor No. _____ in Wing _____ of the said Building, admeasuring sq. ft. carpet area as defined hereinabove and shown by **red outline on the floor plan** which is hereto annexed and marked as Annexure C1 & C2, for the lump sum consideration of Rs. _____/- (Rs. _____) (including applicable TDS to be deducted) (Also including being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed herewith. (the price of the Apartment is including the proportionate price of the common areas and facilities).
- 3.2. The Purchaser hereby agree/s to purchase and the Promoter hereby agrees to sell to the Purchaser Stack/stilt/mechanical Car Parking bearing no. _____ on _____ level admeasuring _____ ft. length x _____ ft breadth x _____ ft height, for the lump sum consideration of Rs. _____/- (Rs. _____) .
- 3.3. The Purchaser has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs _____ Rupees _____ and shall be deposited in _____ RERA Designated Collection Bank Account, _____ Bank, Branch having IFSC Code _____ situated at _____. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.
- 3.4. The Sale Consideration and corresponding taxes (forming part of the Consideration) have been/ shall be paid by the Purchaser to the Promoter in instalments specified hereunder after deducting there from TDS on each such instalment as per the applicable provisions of Section 194-IA of the Income Tax Act, 1961. The said price shall be paid by the Purchaser to the Promoters in the manner given below. The amount referred to herein below are of the total purchase price payable by the Purchaser: -

No	Milestone	%
1	Booking amount	9.00%
2	On registration	10.00%
3	Plinth	20.00%

4	Slab - 1	2.00%
5	Slab - 2	2.00%
6	Slab - 3	2.00%
7	Slab - 4	2.00%
8	Slab - 5	2.00%
9	Slab - 6	2.00%
10	Slab - 7	2.00%
11	Slab - 8	2.00%
12	Slab - 9	2.00%
13	Slab - 10	2.00%
14	Slab - 11	2.00%
15	Slab - 12	2.00%
16	Slab - 13	2.00%
17	Slab - 14	2.00%
18	Slab - 15	2.00%
19	Slab - 16	2.00%
20	Slab - 17	2.00%
21	Slab - 18	2.00%
22	Slab - 19	2.00%
23	Slab - 20	2.00%
24	Slab - 21	2.00%
25	Slab - 22	2.00%
26	Slab - 23	2.00%
28	Brick work	3.00%
30	External plaster	3.00%
31	Plumbing	2.00%
33	Tiling and others	2.00%
34	Possession	5.00%
		100.00%

3.5. The Purchaser shall deposit TDS in the government treasury by furnishing challan-cum-statement in Form No.26 QB to the Director General of Income-Tax (System) or to the person authorized by him in this behalf, as per the statutory deadlines, and issue a TDS Certificate in Form No.16B to the Promoter within statutory deadline, in accordance with the Income Tax

Act, 1961 and the rules thereunder, after generating and downloading the same from the web portal specified by the Director General of Income-tax (System) or the person authorized by him, so as to enable the Promoter to give credit to the Purchaser for the same.

- 3.6. In addition to the Sale Consideration payable, Stamp Duty and Registration Cost in terms of this Agreement, the Purchaser agrees to pay to the Promoter, GST or any other indirect taxes which may be levied, in relation to the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement, whether in existence as on the date of execution of these presents or at any time hereafter. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Purchaser alone and the Promoter shall not be liable to bear or pay the same or any part thereof and all other taxes, duties, cesses whatsoever that may be levied upon the Promoter in relation to the sale of the Flat/Premises to the Purchaser as and when demanded by the Promoter. As on the date of execution of these Presents, the primary tax payable in relation to the transaction by the Purchaser to the Promoter is GST. GST and all other taxes, as may be applicable, are required to be paid together with each instalment of the Sale Consideration. The timing for payment of such amounts may vary depending upon the manner of implementation of various laws by the Government.
- 3.7. The Purchaser also confirm/s, agree/s and declares that the Sale Consideration agreed to be paid by him/her/it/them to the Promoter, is in respect of the Flat/Premises hereinafter mentioned and he/she/it has no right or claim and/or will not make any claim on the said Property, the said Building, the Common Areas or any other portion of the said Property.
- 3.8. The Sale Consideration shall be payable by the Purchaser in the Bank Account Number ("**the said Account**") mentioned in the invoice or demand notice raised by the Promoter. The sums deposited by the Purchaser will be dealt by the Promoter in the accordance with RERA read with the RERA Rules.
- 3.9. The balance portion of the Sale Consideration (i.e. less the Total Consideration) shall be payable by the Purchaser in the Bank Account Number mentioned in the demand notice/letter raised by the Promoter.
- 3.10. The Total Consideration may stand increased 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.
- 3.11. It is hereby expressly agreed that the time for payment of each instalment of the Sale Consideration and all other taxes, amounts (including deposits taxes and outgoings) as specified in this Agreement shall be the essence of the contract. The Promoter shall, in respect of the Sale Consideration and any other amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement will have a first lien on the said Premises including the Flat /Premises. It is an essential and integral term and condition of this agreement and of the title to be created in respect of the Flat/Premises under this Agreement in favour of the Purchaser, that only in the event the Total Consideration as aforesaid, including all other taxes and amounts payable by the Purchaser hereof are paid by the Purchaser/s/ to the Promoter and Purchaser has/have furnished to the Promoter the requisite Form 16B for all amounts of TDS, shall the Purchaser has or be entitled to claim any rights under this Agreement and/or in respect of the said Premises.
- 3.12. The Purchaser acknowledges that the Carpet Area in respect of the Flat/Premises may undergo minor variation at the time of completion of construction of the Flat/ /Premises. The Promoter agree that the variation in the Carpet Area while handing over the Flat/ /Premises to the Purchaser shall not be more than +/- 3% (three percent) ("**Threshold Limit**") of the carpet area of the Flat/Premises and Common Areas of exclusive use agreed under this Agreement. The Purchaser hereby agree/s that any such change / revision in the Carpet Area of the

Flat/Premises and Common Areas of exclusive use up to +/- 3% (plus/minus three percent) is acceptable and binding upon him/her/them and they shall not object to such variation at any time. The Parties agree that in case of variation above or below the Threshold Limit, the Sale Consideration shall be appropriately adjusted in the last instalment. In such a case, all amounts paid to government departments and third parties shall be refunded to the Purchaser only to the extent of and upon receipt of such amounts from those authorities.

- 3.13. The Purchaser agree/s not to object to any such change and agrees not to demand cancellation or termination of this Agreement or refund of any money paid hereunder save and except as mentioned hereinabove.
- 3.14. The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of outstanding dues, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any manner. Time shall be essence of the contract in respect of the aforesaid payments to be made by the Purchaser to the Promoter.
- 3.15. The Sale Consideration has been arrived at and has been mutually agreed by all the Parties herein and Purchaser shall not make any claim for damage or abatement in the agreed consideration on any account whatsoever, including the facts mentioned below:
 - i. The Purchaser not being allowed any parking facility in any other area of the Project, save and except the Car Parking Space allotted to him/ her/ it/ them; or
 - ii. The Purchaser having to bear the inconvenience, noise, irritation and nuisance which would be caused when the Promoter undertakes additional construction.

4. FSI, TDR AND DEVELOPMENT POTENTIALITY WITH RESPECT TO THE DEVELOPMENT OF THE SAID PROPERTY: -

- 4.1. The Purchaser hereby agrees, accepts and confirms that the Promoter proposes to develop the said Property by utilization of the full development potential and the Purchaser has agreed to purchase the Premises based on the unfettered and vested rights of the Promoter in this regard.
- 4.2. The Promoter will use the clubbing FSI under Section 33 (5) of DCPR 2034 with other scheme so as the sale building reaches to its maximum benefit. The Developer shall be titled to FSI rights [Plot area x 4 FSI + prorated FSI + incentive FSI + Sharing FSI + fungible FSI] accruing from the said land as also shown in the feasibility report of redevelopment of the SOCIETY, FSI accrual by whatever combination or name it maybe called (base FSI, fungible FSI, FSI obtained on payment of premium or otherwise, incentive FSI, prorated FSI, layout FSI, FSI in lieu of transfer of development rights, VP quota FSI, and/or any other FSI). If any additional FSI is made available in future over and above the aforesaid FSI entitlement to the Developer; by MHADA/ State Government /MCGM to the Developer for their utilization after handing over any area to be handed over to MHADA/ Government if any as provided in D. C. P. R. 33 (5).
- 4.3. The Promoter may develop the lands adjacent to the said Property (hereinafter referred to as the "Adjacent Lands") in accordance with Rule 4(4) of RERA and in the course of such development be entitled to club/amalgamate and/or sub-divide the development of inter-alia the said Property (or part thereof) with the Adjacent Lands, whether as a common integrated layout with inter-alia the said Property (or part thereof) or otherwise, in a phase wise manner in accordance with necessary approvals / sanctions from the concerned authorities. The total FSI and the said Property shall accordingly be increased. For this purpose, the Promoter shall be entitled to/required to undertake the following as it may deem fit.
 - i. Amalgamate schemes of development, land parcels, land, land composition and land mix whether as part of a single layout and/or sub- divided layout;

- ii. Float FSI/TDR from the said Property onto any of the Adjacent Lands and vice-versa and undertake consequent construction, development, sale, marketing and alienation;
- iii. Provide common access and entry and exit points to and from the said Property (or part thereof) and/or any of the Adjacent Lands, which may be used in common by the occupants of units/premises constructed on the said Property (or part thereof) and/or any of the Adjacent Lands.

4.4. The Promoter has further represented and informed the Purchaser that the Promoter may through any of its nominee/s or associate or group concern/s acquire additional land including those which are adjacent and/or contiguous to the said Property and such acquired additional land, if any, may also be clubbed /merged / amalgamated (at the option and discretion of Promoter) with the said Property including under the present scheme for the purpose of developing lands under applicable laws including any regulation of the D.C.P.R. 2034.

5. DELAY IN PAYMENT/S BY THE PURCHASER AND CONSEQUENCES THEREOF:

- 5.1. It is an essential and integral term and condition of this Agreement, that only upon the payment of the entire Sale Consideration, having been paid on its due date/s without any default by the Purchaser to the Promoter (and not otherwise) and the Purchaser not committing any breach of any of its obligation and/or this Agreement, will the Purchaser have or be entitled to claim any rights under this Agreement and/or in respect of the said Premises including the Flat/Premises.
- 5.2. The Purchaser shall pay to the Promoter the instalments of the Sale Consideration and all other amounts in terms of these presents within 15 days of intimation ("Due Date") in writing having been received, by the Promoter and that the instalment and/or such other amount that becomes due on their respective due dates. Time being the essence of the contract.
- 5.3. The Purchaser shall be liable to pay Interest to the Promoter on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid and/or realized together with the Interest or are recovered by the Promoter from the sale of the Flat/Premises.
- 5.4. Without prejudice to the right of the Promoter to receive Interest from the Purchaser, and any other rights and remedies available to the Promoter, upon the Purchaser/s committing three default in payment of the Sale Consideration or any part thereof to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings), the Promoter shall be entitled to at its sole discretion to terminate this Agreement, without any reference or recourse to the Purchaser. Provided, that the Promoter shall have given a notice of 15 (fifteen) days in writing to the Purchaser ("**Default Notice**"), by Courier or notified E-mail or Registered Post A.D. at the address provided by the Purchaser, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions and on the expiry of the 15 (fifteen) days of the receipt of the Default Notice and at the sole discretion of the Promoter, this Agreement shall be and/or stand automatically terminated, without any further Notice by the Promoter.
- 5.5. Upon such termination by the Promoter the consequences hereunder shall follow:
 - a. The Purchaser shall cease to have any right or interest in the said Premises or any part thereof;
 - b. The Promoter shall be entitled to sell, transfer, lease, grant on leave and license basis, mortgage and/or otherwise deal with the said Premises including the Flat/Premises to such other person or party as they may deem fit, at such consideration and on such terms and conditions as they may deem fit;
 - c. Upon realization of the entire sale consideration from the new Purchaser of the said Premises, the Promoter shall refund within thirty days from the date of realization of the entire sale consideration pay to the Purchaser herein, ONLY the amount of Sale Consideration paid by the Purchaser to them excluding the amount of taxes and other

charges deducted and/or paid, as the case may be, in pursuance of this Agreement, after deducting there from –

- i. 10% (ten per cent) of the Sale Consideration of the said Premises (which is to stand forfeited by the Promoter) as and by way of agreed genuine pre- estimated liquidated damages;
- ii. taxes and outgoings, if any, payable by the Purchaser in respect of the said Premises and/or under this Agreement up to the date of termination of this Agreement;
- iii. brokerage, if any paid by the Promoter while booking the Flat/Premises in the name of the Purchaser;
- iv. the amount of interest payable by the Purchaser to the Promoter in terms of this Agreement from the dates of default in payment till the date of recovery of the said amount from the sale of the Flat/Premises; and
- v. In the event of the said resale price being less than the Sale Consideration mentioned herein, the difference between the Sale Consideration and the resale price.

5.6. Upon the termination of this Agreement, the Purchaser shall have no claim of any nature whatsoever on the Promoter and/or the said Premises (including the Flat/Premises and/or the Car Parking Spaces) and the Promoter shall be entitled to deal with and/or dispose of the said Premises in the manner it deems fit and proper.

5.7. In case of termination as aforesaid, the Promoter shall not be liable to pay to the Purchaser any interest, compensation, damages, costs or otherwise. The amount of refund shall be accepted by the Purchaser in full satisfaction of all his/her/its/their claims under this Agreement and/or in respect of the Flat/Premises and/or transaction contemplated herein.

5.8. The Promoter shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser.

5.9. Without prejudice to the above and the Promoter's other rights under this Agreement and/or in law, the Promoter may at its sole option, by a specific writing executed by it to this effect, condone any delay in payment and accept from the Purchaser the payment of the defaulted instalment/s of the Sale Consideration with or without Interest on the defaulted instalment/s for the period for which the payment has been delayed.

6. PLANS DESIGNS AND SPECIFICATIONS

6.1. The Promoter shall construct the Project in accordance with the plans, designs and specifications as referred to hereinabove, and as approved by the concerned authority and as may be modified from time to time. The Parties agree that the Promoter will 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/Premises to the Purchaser, obtain from the concerned local authority, the Occupation Certificate subject to the concerned authorities imposing standard terms and conditions on the Promoter for obtaining such Occupation Certificate. The Purchaser agrees to all acts of the Promoter in relation the aforesaid.

6.2. While complying with the obligations aforesaid, the Promoter shall obtain prior approval in writing of the Purchaser in respect of any variations or modifications which may adversely affect the Flat/Premises to be sold to the Purchaser under this Agreement and/or the said Premises, except, any alteration or addition required by any Government authorities, or, due

to change in law, or, any change as contemplated by any of the disclosures already made to the Purchaser. The Purchaser hereby give/s his/her/its/their irrevocable approval to the Promoter to make any minor addition or alteration in the said Building, the said Premises including the Flat/Premises, sanctioned plans, layout plans and specification and nature of fixtures, fittings, amenities and common areas as may be necessary due to architectural or structural reasons. The Promoter shall to the extent practicable make such minor addition or alteration as may be required by the Purchaser/s. The Purchaser and the Society of the Flat/Premises purchasers will not object to carrying out such additional or alteration in the construction by the Promoter on ground of nuisance or on any other ground.

- 6.3. The Flat/Premises shall have the specifications, fixtures, fittings, fixtures, fittings and amenities set out in **Fourth Schedule** hereto. The Purchaser has satisfied himself/ herself/ itself/ themselves about the design of the Flat/Premises and also about the said specifications and amenities to be provided therein.
- 6.4. The Purchaser has understood the entire Project and also the amenities and facilities proposed to be provided in relation thereto. The Purchaser does/do not believe that any unfair statement has been made to him/her/them/it or any of them and the Purchaser understand/s that the brochure, marketing material and show Flat/Premises are for representation purposes only and confirms that he/she/it has based his/her/its decision to purchase the Flat/Premises and the rights in the said Premises on the basis of the disclosures made in this Agreement only.

7. **DISCLOSURE OF TITLE**

- 7.1. The Purchaser has/have prior to the execution of this Agreement satisfied himself / herself / themselves about the title of the Promoter to the said Property and described in the **Sixth Schedule** hereunder written and the right of the Promoter to develop and sell the Flat/Premises in the Project and the Purchaser shall not be entitled to further investigate the title of the Promoter and raise any requisition or objections on any matter relating thereto.
- 7.2. The Purchaser/s hereby declare/s and confirm/s that the Purchaser that the Promoter may *inter-alia* mortgaged the said Property with bank/financial institution for the financial facilities to be granted/ granted to them and may in future require the same to be mortgaged to one or more of the financial institutions with a view to raise further finance for completion of the Project.
- 7.3. The Purchaser agree and confirm having given their express consent to the Promoter to raise further loan against the security of or to create collateral security in respect of the unsold Flat/ /Premises in the said Building and/or the said Property and all the residuary right, title and interest in the Flat/Premises to be constructed in the said Project, as security (including by way of a mortgage or charge or hypothecation of receivables of allotted Flat/ /Premises being the instalments' of sale consideration together with interest and other charges payable thereon) to any other credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Promoter, and to mortgage the same and or create any charge/lien or encumbrances in respect thereof in favour of any bank/s or financial institutions or any concerned parties. It is further expressly agreed by and between the Parties hereto that any such loan liability or facility granted to the Promoter, in so far as the same pertains to or affects the said premises said Premises directly, shall be discharged and cleared by the Promoter at their own costs and expenses subject to the Purchaser complying with all its obligations under this Agreement in a timely manner.
- 7.4. The Purchaser hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he/she/they/it shall, if and whenever requested by the Promoter hereafter in this regard, and within **7 (seven)** days of receiving the Promoter's written intimation in this regard, sign, execute and give to the Promoter, and in such form as may be desired by the Promoter, any letter or other document recording his/her/their/its

specific, full, free and unqualified consent and permission for the Promoter offering and giving the Project proposed to be constructed on the Sale Component by the Promoter, as security (save and except the said premises) in the manner mentioned hereinabove. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Purchaser shall be the essence of this Agreement, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Purchaser herein including under this Agreement, the Promoter have entered into this Agreement.

7.5. The Promoter shall be liable to compensate to the Purchaser, in case of any loss caused to him/her, only to the extent that such defects in title are known to the Promoter as on the date hereof.

8. CAR PARKING SPACE

8.1. The Promoters have represented and the Purchaser is aware that the Car Parking area, which is mechanical/ puzzle are available on such parking spot available in the said plot. The Promoters may give provisional permission to the Purchaser to park their vehicle in a particular space, pending the handing over of the affairs to the society. The Purchaser shall till then not be entitled to park the car in any other place than the space permitted.

8.2. The Car Parking Space has been agreed to be allotted by the Promoter to the Purchaser on the express understanding that it will be used only in relation to the Flat/Premises and not independent thereof.

8.3. The rules governing the use of the car parking spaces including the Car Parking Space in the Project shall be framed and administered by the Society of the Project.

8.4. If the Purchaser/s is not allotted any car parking space/spot then he/ she/ they shall have no right to claim any parking spot within in the plot and must park his/ her/ their car outside the plot.

9. DEVELOPMENT POTENTIAL OF THE PROJECT CONSTRUCTED ON THESAID PROPERTY

9.1. The Purchaser hereby agree/s, accept/s and confirm/s that the Promoter proposes to develop the Project including the said Property (including by utilization of the full development potential in relation thereto) and the Purchaser has/have agreed to purchase the Flat/Premises based on the unfettered and vested rights of the Promoter in this regard and the Purchaser hereby give/s their express and unequivocal approval to the same.

9.2. The Promoter may also be entitled to load TDR on the said Property in terms of the applicable D.C.P.R. 2034, as may be amended from time to time. The Purchaser agree/s and admit/s that all additional development potential that may become available in relation to the said Property whether by virtue of the provisions aforesaid or otherwise, will remain the sole and exclusive property of the Promoter and maybe utilized at any time in the future, at the discretion of the Promoter, by the Promoter or by its nominee/assignee either by way of construction of new building or extension of any of the building/s/phase/s.

9.3. The Purchaser has/have hereby given his/her/their approval for the consumption of the whole of the development potential for all additional constructions to be carried out in the said Building and for the revision of the layout and the building plans of the Project for this purpose. The Promoter shall be absolutely entitled to sell/convey/transfer the Flat/Premises constructed out of such development potential to any intending Purchaser of its choice for consideration. If the concerned authorities or the local authority refuse to grant such compensatory FSI, then the Promoter shall be absolutely entitled to receive the monetary compensation for the same. The Promoter will change the scheme for FSI benefit and/or apply for such scheme prescribed under 33(5) of D.C.P.R. 2034 and the flat purchaser give his approval for any change till final possession of the building.

9.4. The Purchaser or the Society of all purchaser/s will not have any share, right, title, interest or claim in the non-utilized development potential of the said Property and/or in any amalgamated and/or

sub- divide layout of the Property. The Purchaser/s is/are aware that his/her/its/their right is restricted to the FSI utilized in construction of the said Building and the entire balance FSI/Prorate and FSI sanctioned V.P. quota vests with and belongs to the Promoter with regard to the Project. The price or Sale Consideration received by selling, transferring or alienating such TDR and DRC shall always belong absolutely to the Promoter. The Purchaser of said Building will not have any share, right, title, interest or claim therein and shall not take any objection for the same. It is clarified that in the event of any FSI generation on the building layout, after the compensation of the building, in which the said premises is situated and in the further event of the total project having not been completed, then such increased FSI so generated shall be utilized by the Promoter in any area of the layout and for which the Purchaser/s has given his unequivocal, express and irrevocable approval.

10. POSSESSION OF THE FLAT/PREMISES AND FORCE MAJEURE EVENTS.

- 10.1. Subject to timely receipt of all payments of all amounts herein including the entire Consideration from the Purchaser and the Purchaser not being in breach of any of the terms and conditions of this Agreement, the possession of the said Premises shall be handed- over by the Promoter to the Purchaser on or before the Possession Date.
- 10.2. In the event that the Purchaser has/have requested the Promoter to carry on certain additional works in the Flat/Premises or any part thereof then and arising out of which request the possession of the Flat/Premises to the Purchaser cannot be handed over on before the Possession Date then in such an, then in such an event the Promoter shall handover the possession of the Flat/Premises to the Purchaser only after completion of such additional work and receipt of all approvals concomitant thereto.
- 10.3. The Parties agree that the Possession Date shall stand automatically revised in the circumstances specified in Clause herein.
- 10.4. Provided that the Promoter shall be entitled to reasonable extension of time for taking delivery of said Premises said premises on Possession Date, if the completion of Building in which the said Premises said premises is delayed on account of:
 - i. War, civil commotion, pandemic or act of God;
 - ii. Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- 10.5. If the Promoter is unable to or fails to handover possession of the said premises to the Purchaser on the Possession Date or such date as may be mutually extended or due to discontinuance of its business as a Promoter or on account of suspension or revocation of its registration under RERA, then and in that event., the Purchaser shall be entitled to choose, either of the following:
 - i. Request the Promoter to pay Interest as set out herein.

OR

- 10.6. For reasons other than discontinuance of its business as a Promoter, the Purchaser may terminate this Agreement by giving a written notice of 15 days to the Promoter at the address provided by the Promoter. That on receipt of which Notice of termination by the Promoter, this Agreement shall stand terminated and cancelled. The Promoter shall then be liable to pay to the Purchaser the Sale consideration received in the same manner, as is set out in Clauses, by them till then (Principal amount) + Interest as set out herein. It is further clarified that under the terms as set out in Section 18 of RERA and upon payment of the same, the Purchaser shall not have any claim against the Promoter in relation to the same. It is hereby clarified that all taxes and/or levies, deducted and/or paid by the Purchaser/s under this Agreement including TDS and GST shall be refunded by the

Promoter to the Purchasers/s only after the refund of the same has been received by the Promoter from the government authority and within 30 days from the date of such receipt by the Promoter from the government office.

- 10.7. The Purchaser hereby acknowledge/s and agree/s that he/she/ shall choose, any one of the aforesaid remedies and not both and once the Purchaser opt/s for any of the above options, they shall thereafter not be entitled to change that option.
- 10.8. The Purchaser/s agree/s that he/she/it/they shall accept the aforesaid refund along with Interest in full and final satisfaction of all his/her/its claim under this Agreement and/or otherwise.

11. PROCEDURE FOR TAKING POSSESSION

- 11.1. The Promoter has informed the Purchaser that they shall not be bound to obtain Completion Certificate from the competent local authority. The Purchaser shall accept Occupation Certificate from the competent local authority for the Building consisting of the said premises and will take its possession upon the Promoters intimating the Purchaser that the Promoter has made application for such occupation by making balance payment, and the said Flat/Premises is fit for use and occupation.
- 11.2. The Purchaser shall make payment of the Total Consideration payable in terms of this Agreement within 15 (fifteen) days from the Promoter intimating in writing and its receipt thereof by the and its receipt thereof by the Purchaser/s, that the Flat/Premises is ready for use and occupation and possession ("**IOP**"/Intimation of Possession") with occupation certificate.
- 11.3. The Purchaser/s shall take the possession of the said premises by executing necessary indemnities; undertakings and such other documentation as may be prescribed by the Promoter in relation to the use and occupation of the said Premises.
- 11.4. Upon the Purchaser/s taking possession of the said Premises said premises, he/she/they/it shall have no claim against the Promoter in respect of any item of work in the said Premises except to the extent provided herein.

12. FAILURE OF PURCHASER/S TO TAKE POSSESSION OF FLAT/PREMISES:

- 12.1. The Purchaser/s shall take possession of the Flat/Premises within 15 days from the date of receipt of the issuance of the IOP/Intimation of Possession from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement. In case, the Purchaser/s fails to take possession within 15 days of the Intimation of Possession such Purchaser/s shall be liable to pay maintenance charges as applicable in respect of the said Premises.
- 12.2. Within 15 (fifteen) days from the date of receipt of IOP, the Purchaser/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Flat/Premises, of all the outgoings in respect of the Project including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, Security Guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project. Until the Society is formed and the Society Lease is duly executed and registered, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Purchaser/s further agree/s that till the Purchaser share is so determined by the Promoter at its sole discretion, the Purchaser shall pay to the Promoter charges and outgoings as decided by the Promoters. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Lease is duly executed and

registered. On execution of the Society Lease, the aforesaid deposits less any deductions as provided for in this Agreement shall be paid over by the Promoter to the Society as the case maybe.

13. DEFECT LIABILITY

- 13.1. If within a period of 5 (five) year from the date of handing over the said Flat/Premises to the Purchasers, the Purchasers brings to the notice of the Promoter any structural defect in the said Flat/Premises or the Building or any defects on account of workmanship, quality or provision of service then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchasers to receive reasonable compensation from the Promoter for such defect in the manner as provided under the RERA.
- 13.2. Provided however, that the Purchasers shall not carry out any alterations of the whatsoever nature in the said Premises and in specific the structure of the said Flat/Premises of the said Building which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void.
- 13.3. It shall be the responsibility of the Purchaser to maintain the said Flat/Premises in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Flat/Premises are regularly filled with white cement/epoxy to prevent water seepage.
- 13.4. Further where the manufacturer warranty as shown by the Promoter to the Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the Purchaser the Promoter shall not be responsible for any defects occurring due to the same.
- 13.5. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in the Flat/Premises and the common project amenities wherever applicable.
- 13.6. The Purchaser has been made aware and that the Purchasers expressly agrees that the regular wear and tear of the Flat/ Premises /Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 13.7. It is expressly agreed that before any defect liability is claimed by or on behalf of the Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in the structure of the building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.
- 13.8. On possession being taken by the Purchasers of the said premises the Purchasers shall not be entitled to make and shall not make any claim, objection, contention, or proceedings against the Promoters regarding the said Building or the said Flat/Premises or any part thereof or any item thereof or in respect of anything connected with the same including quality of construction, materials and additions or alterations, etc. or which may be alleged not to have been carried out or completed or of defective workmanship and all such claims, contentions

and objections, if any, shall be treated and deemed to have been extinguished and/or waived as the Purchasers have been extinguished and/or waived as the Purchasers has/have inspected the ready Flat/Premises and the whole property.

14. RIGHTS OF THE PROMOTER

14.1. The Promoter has informed the Purchaser/s and the Purchaser has given his/her/its/their express and unequivocal approval to the following as mentioned herein below:

14.1.1. The Promoter shall be entitled to transfer and create third party rights (in any manner as they may deem fit) in respect of the Flat/Premises of the structure proposed to be constructed on the undeveloped portion of the said Property and receive consideration in respect thereof.

14.1.2. The purchaser/s of the Flat/Premises and their authorized guests shall be entitled to use the Common Areas in said Building and the purchaser/s of the said Building including the Purchaser/s consent/s to the same.

14.1.3. The Promoter shall be entitled to mortgage the unsold Flat/Premises in the said Building along with all rights incidental thereto including the car parking spaces and proportionate share in the Common Areas in the said Property;

14.1.4. The Purchaser/s hereby agree/s to give all facilities and co-operation as the Promoter may require from time to time, both prior to and after taking possession of the Flat/Premises, so as to enable the Promoter to complete the development of the Project by utilization of the development potential that may become available in respect of the said Property from time to time in the manner determined by the Promoter;

14.1.5. The Promoter has reserved to itself, the right to make such additions, alterations, amendments, deletions and/or shifting in the latest plans and to the approved layout of the said Property including the Project, at any time, in the future as it may be deemed necessary and also to amend/alter/ modify the numbers, size, layout and specifications of any of the Flat/Premises in said Building and to make such changes in the latest plans being the building plans of the said Building and/or to construct additional buildings/ wings, to the maximum extent permissible under law PROVIDED HOWEVER THAT such change shall not, in any manner whatsoever, affect the area and the location of the Flat/Premises agreed to be purchased by the Purchaser/s under this Agreement and the Purchaser/s hereby give/s his/her/its/their express and unequivocal approval to the same.

14.1.6. The Promoter shall be entitled to install their logos and/or name boards in some prominent area of the Complex. The said logo/name branch, shall not be removed by anyone including the society (that may be formed) at any point of time. In addition to the above the Promoter shall also be entitled to in some prominent area of the Complex. In addition to the above the Promoter shall also be entitled to put-up advertisements boards/ hoarding etc., of themselves and/or their Group Companies, with various devices (including electronic, laser and neon signs) (hereinafter referred to as "**the Displays**") in one or more places on the said Building therein including, open spaces/compound walls/ entrance gate/ and/or any parts of the building and/or buildings constructed/to be constructed, if they so desire. The Promoter and/or any of their Group Companies, will not be liable to make any payment of any nature to the Purchaser/s and/or the Society of such purchaser/s.

14.1.7. The Promoter shall be entitled, at any time, to transfer and/or assign development rights and/or grant sub-development rights, mortgage and/or create third party rights or otherwise deal with or dispose of their right, title or interest in respect of the remaining portion of the said Property, the Maximum FSI OR FSI by any other mean Potential that may be available in respect of the said Property from time to time or any part/s thereof (either as per the present layout or any amended layout), as the case may

be, to any third party, for such consideration and on such terms and conditions as they may in its absolute discretion deem fit. The Purchaser/s shall not interfere with the said rights of the Promoter. The Promoter shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser/s as required by any Authority of the State or Central Government or Competent Authorities under any law concerning construction of buildings for implementation of its scheme for development of the said Property;

- 14.1.8. It is hereby agreed by and between the parties hereto that after formation of the Society of the Flat/Premises Purchaser/s of the said Building:-
- 14.1.8.1. All the unsold Flat/Premises and incidental car-parking spaces in the said Building shall belong to and vest absolutely in the Promoter;
- 14.1.8.2. The Promoter shall join as Promoter/Member in respect of such unsold Flat/Premises.
- 14.1.8.3. The Promoter shall be entitled to retain, sell, transfer, mortgage, let/lease out, grant on Leave and License basis including as paying guest and/or otherwise howsoever for short and/or long stay to any person/s and/or otherwise create third party and receive and appropriate the sales proceeds/license fee/rentals/gross realizations in respect of unsold Flat/Premises of unsold Flat/Premises without requiring the NOC/consent of the Society of the said Building that may be formed of all the Flat/Premises Purchaser/s of the said Building;
- 14.1.8.4. Provided further that upon such Flat/Premises being sold, the Society/Association of the said Building shall unconditionally admit the Flat/Premises Purchaser/s as members of the same without charging any premium, transfer charges, contributions, donations or any other extra payment or charges by whatever name called to the Society or any fund maintained by the Society save what is set out in this Agreement., save what is set out in this Agreement.
- 14.1.8.5. In the event the Promoter lets/leases out, grants on leave and license basis including as paying guest and/or otherwise howsoever for short and/or long stay the unsold Flat/Premises in the said Building, it shall not be liable to pay to the Society any amounts/charges by whatever name called including non-occupancy charges as the Flat/Premises are the unsold inventory of Promoter;
- 14.1.8.6. The Promoter and/or its lessees/ licensees/ tenants and/or its nominees shall be entitled to use the Internal Development Works and/or other common amenities and facilities along with the other Flat/Premises Purchaser/s of the said Building;
- 14.1.8.7. It is further agreed that the Promoter shall be liable to bear and pay only the municipal taxes at actuals in respect of such unsold Flat/Premises.
- 14.1.9. The aforesaid Clause is of the essence and shall run with the land and the Society expressly agrees to (a) ratify the aforesaid covenant by way of a resolution in the first meeting held of the Flat/Premises Purchaser/s.
- 14.1.10. The Promoter shall enter into separate agreements with the Purchaser/s of different Flat/Premises in the said Building for sale on terms and conditions substantially similar hereto and the benefit of this and the provisions of such agreements shall bind to the extent applicable, transferees of the Flat/Premises from the original Purchaser/s also.
- 14.1.11. The Purchaser/s agree/s that the Promoter shall be entitled to receive back the refund of Intimation of Approval deposits and other deposits paid by them to MCGM and other authorities. In the event of such deposits being refunded to the Society/Condominium shall be bound to pay over the same to the Promoter.

- 14.1.12. The promoter shall not be supportable for any Govt. taxes, GTS, OR any other taxes as or any other taxes as may be levied by the Government or any other or any other from time to time after the purchaser of the flats.

15. FORMATION OF THE SOCIETY:

- 15.1. The Purchaser undertake/s to do all acts, deeds, matters and things and sign and execute the application for registration and/or membership and other papers and documents necessary of his membership with the said society and for becoming a member, including the bye-laws of the proposed society and duly fill in, sign and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable Promoter to register the said Society. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Cooperative Societies or any other Competent Authority.
- 15.2. The said Building shall always be known as “**Charkop (1) Ramtirth Cooperative Housing Society Limited.**,” and the name of the Co-operative Society on to be formed shall always bear the name i.e. “_____”, and this shall not be changed without the written permission of the Promoters. The name of the Society shall be solely decided by the Promoter. The Promoter shall be entitled to and may change the name of the said Building once or more than once on or before obtaining completion certificate for the said Building. However, the name of the said Building shall not be changed by the Co-operative Society or association of Flat/Premises Purchaser in a building forming part of the Project without written consent of the Promoter.
- 15.3. The Society/entity shall admit all Purchaser/s of Flat/Premises and premises in the said Building as members, in accordance with its bye- laws.
- 15.4. The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Project, if any.
- 15.5. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or other societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/other societies and their respective members/intended members including the Purchaser, as the case may be, and the Promoter shall not be liable towards the same.

16. ASSIGNMENT TO THE SOCIETY

- 16.1. The documents of transfer to be executed in respect of said new Building as herein stated, shall contain inter alia adequate provisions to ensure that the rights expressly reserved to the Promoter in respect of the said Property, remaining development potential available in respect of the said Property or any portion/s thereof as stated herein, are safeguarded and assured unto the Promoter absolutely and forever and that the (undivided) portion of the said Property and/or the internal access roads and/or other undivided areas, as are/may be allotted/ reserved by the Promoter for the benefit of the Purchaser/s of premises or the holders of the rights and interest in respect of any building on the said Property are assured unto and are forever available to such persons, subject however to the right of the Promoter / holders of other premises in the said Property (Association formed by them) to have access (if necessary) to such portion/s limited for the purpose of maintaining, repairing, renovating and/or replacing any service lines and/or other infrastructure passing through, under, along or above such portion/s and subject to free and unobstructed movement of vehicles relating to emergency services.

- 16.2. The Society of Flat/Premises holders of all buildings of the said Property shall preserve and maintain the periodical structural audit reports and carry out fire safety audits at regular intervals as per the requirement of the Chief Fire Officer through the authorized agencies of the competent authority.
- 16.3. All documents necessary for the merging the new Flat/Premises purchasers in the exiting society all of all the Flat/Premises holders of all buildings as stated hereinabove, shall be prepared by Advocates of the Promoter. At the time of the execution of a Deed as above stated, Purchasers shall pay the entire stamp duties, Registration and all the necessary charges as required registration charges and other statutory charges payable, if any, in respect of the said Deed or any other document or instruments of transfer to be executed in favour of the Society in the same proportion to the built up area of the respective Flat/Premises which bears to the total built up area of all the Flat/Premises in the said Building.
- 16.4. The Purchaser/s shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interests of the Promoter and of the Purchaser/s of the other Flat/Premises in the said Building.
- 16.5. The Purchaser/s is/are further aware that sub-division of the said Property on which the said Building is constructed is not envisaged. The Purchaser/s hereby expressly agree/snot to require or call upon the Promoter to obtain subdivision in respect of any area from and out of the said Property, including the area pertaining to the foundation of the said Building and/or any land surrounding the said Building and will not require the Promoter to separately convey/transfer any such portion of the said Property to the Association of Flat/Premises holders. The Purchaser/s hereby expressly agree/s to accept transfer of the title by the Promoter in respect of the said Flat/Premises in the manner mentioned herein and shall not require them to transfer the title in respect of the said Flat/Premises in any other manner.
- 16.6. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser/s any right whatsoever, into or over any portion of the said Property or the said Building or any part thereof, including the said Flat/Premises, save as provided herein. It is agreed by and between the parties that such conferment of title in respect of the said premises shall take place in favour of the Purchaser on the formation of the Society. The Purchaser/s shall not be entitled to transfer or assign the benefit of this Agreement to any third party without written consent of the Promoter, until the entire consideration and all other dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid and possession of the said Flat/Premises has been duly handed over by the Promoter to the Purchaser/s.
- 16.7. Nothing contained in these presents shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever into or over or as a grant in law of the said Premises or the said Building/Project or any parts thereof, such conferment or grant to take place only upon the transfer by formal document and execution thereof in respect of the said Building/Project to the Society.
- 16.8. All the taxes, GST and any other kinds of statutory payments shall be made by the Purchaser after the purchase of his/her flat in the said Society and the Promoter shall not be responsible for the same.

17. DISCLOSURE ON SOURCE OF FUNDS

- 17.1. The Purchasers declares and confirms that all the payments under this Agreement made by Purchaser shall always be from the bank account of the Purchasers only. In the event of any payment being made by the Purchaser, from any other person's account (excluding Joint Purchaser) then the same shall be deemed to have been made by such other person at the

request and behest of the Purchasers. It is agreed between the parties hereto that any payment made by any person other than the Purchasers will not create any right, title or interest in the said Flat/Premises in favour of such other person.

- 17.2. The Promoter herein has specifically informed the Purchaser/s that if in case, any inquiry is raised by any statutory or Government or Semi- Government Authority or an agency or revenue authorities or any other statutory authority pertaining to the amount paid by the Purchaser to the Developer, the Purchaser shall be liable to provide the source of the amount paid by the Purchaser to the satisfaction of such authorities or an agency. The Purchaser hereby indemnifies the Promoter and continue to keep the Promoter indemnified against all the expenses, charges and payments arising out of failure of providing satisfactory reply to the statutory or Government or Semi- Government Authority or an agency or revenue authorities or any other statutory authorities for any amount paid by the Purchaser either from his own account or made through third party.
- 17.3. In the event the Purchasers is not able to satisfy the statutory authorities about the source of the payment made to the Promoter then, the Promoter shall be entitled to withhold the possession of the said Flat/Premises or exercise the option to terminate this Agreement.
- 17.4. In the event of the termination of this Agreement at the option of the Promoter for aforesaid reason.
- 17.5. Then it is expressly agreed that upon such termination by the Promoter, the Purchaser shall have no right, title, interest, demand, claim or lien over the said Premises in any manner whatsoever and the consequences as mentioned in clauses 5.1 above, shall follow.

18. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

- 18.1. The Promoter hereby represents and warrants to the Purchaser as follows, subject to what is stated in this Agreement and all its Schedules and Annexures, subject to what is stated in the Title Certificate, and subject to the RERA Registration Certificate.
- 18.2. Save and except what has been disclosed the Promoter has a clear and marketable title to the said Property and has the requisite rights to carry out development upon the said Property.
- 18.3. The Promoter 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.
- 18.4. There are no encumbrances upon the Project except those disclosed in the MAHA RERA Website and the Title Certificate.
- 18.5. There are no litigations pending before any Court of law with respect to the Project except those disclosed in the MAHA RERA Website.
- 18.6. All approvals, licenses and permits issued by the competent authorities with respect to the Project, 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, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and common areas.
- 18.7. The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.

- 18.8. The Promoter has not entered into any agreement for sale and/or any other development agreement or any other agreement / arrangement with any person or party with respect to the said Property and/or the said Premises, which will, in any manner, affect the rights of Purchaser/s under this Agreement.
- 18.9. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Premises to the Purchaser/s in the manner contemplated in this Agreement.
- 18.10. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities till the handing over possession of the new flats in favour of the Society/Association of Said Building and thereupon the same shall be proportionately borne by the Society/Association of Said Building.
- 18.11. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Property) has been received or served upon the Promoter in respect of the Said Property except those disclosed to the Purchaser.
- 18.12. The Purchaser is/are informed by the Promoters that the arrangement for water supply shall be made as per prevailing rules and regulations of the competent authority at the time of sanction of water connection and subject to the undertakings which may be required to be given by the Promoters and/or on behalf of the Promoters to the competent authority and subject to any terms and conditions, which may be Stipulated by the competent authority. Despite of which, if any shortage of water supply occurs, the Promoter shall not be liable for the same and shall not be liable to supply any additional pumps or tanks or any other thing or make any additional or other arrangements in that behalf. Any deposit or deposits required to be paid by the Promoters to the competent authority in that behalf or to be paid by the Promoters, out of the deposits to be paid by the Purchaser to the Promoters hereunder and if the Promoters shall pay the said deposits or any of them or any part thereof out of their pocket, they shall be entitled to reimburse themselves for such payments out of the said deposits as and when collected and without prejudice to other rights and remedies of the Promoters.

19. CONVENANTS AND WARRANTIES OF PURCHASERS:

- 19.1. The Purchasers covenant/s with the Promoters that he / she / they, the Purchasers:
- i. Shall not carry on any work in or use the said Premises or permit the same to be used for any purpose whatsoever other than as a Flat/Premises and Car Parking Space/s, which is prescribed by the MCGM in its Bye-laws and Rules and Regulations nor for any purpose or in a manner which may or is likely to cause or be a source of nuisance or annoyance or disturbance or inconvenience to the Promoters or occupiers of the other premises in the same building or neighbouring properties and also not for any illegal or immoral purposes.
 - ii. Shall not at any time demolish or cause to be demolished the said premises or any part thereof agreed to be taken by the Purchaser nor will the Purchaser at any time make or cause any additions or alterations of whatsoever nature in or to the said Premises or any part thereof;
 - iii. After the possession of the said Premises is handed over to the Purchaser and if any additions or alterations in or about or relating thereto are thereafter required to be carried out by the competent authority, the Purchaser agrees that such additions or alterations shall be carried out by the Purchaser and the Purchaser of the other

Flat/Premises in the said Building at their own risk and costs and the Promoter shall not be or be held to be in any manner liable or responsible for the same.

- iv. Shall always keep the said Flat/Premises purchased by the Purchaser properly insured against loss or damage by fire and/or any other risk and the Purchaser shall not do or permit to do or permit to be done any act deed matter or thing which may render void or voidable the insurance effected on the property or render higher or increased premium to be payable in respect thereof. If any such higher premium becomes payable then the Purchaser shall bear and pay the same. All the moneys as and when received by virtue of any such insurance shall be spent in re-building and/or repairing the said Flat /Premises. Whenever during the said term, the said building or any part thereof shall be destroyed or damaged for any reason whatsoever the Purchaser shall pay his/her their share for reinstating and repairing the same. The Purchaser shall also pay his/her their proportionate share for keeping the said building in good and substantial repair and condition to the satisfaction of the Promoters;
- v. Shall not obstruct, keep or store or permit to be obstructed kept or stored any goods, articles, things and other merchandise or to park or permit to be parked at any time any vehicles, wagons, cars, lorries, trollies, etc. in the compound of the said Project;
- vi. Shall not store in the said Flat/Premises any goods of hazardous or combustible nature or which are too heavy to affect the construction or the structure of the said Building;
- vii. Shall not close balconies or open space or any other space or make any alteration in the elevation or make any alteration in the exterior of the said Premises or put up any name plate at any place except at the entrance of the said Premises a sign board or plate outside the same signifying his ownership of the same;
- viii. Shall not throw dirt, rubbish, rags, waste or refuse or permit the same to be thrown in the passages, landing, staircases, corridors, sinks, baths or lavatories on the said building and the open spaces around the said Building and in the like manner shall not store any article or merchandise in the said passages, landings, staircases and corridors in the said Building and the open spaces around the said buildings;
- ix. Shall not decorate or paint the exterior of the said Flat/Premises otherwise than in a manner agreed to by a majority of the tenement acquirers, occupiers or users of the Flat/Premises comprised in the said Building and failing such Agreement in the manner as near as may be to which the same was previously decorated or painted;
- x. Shall not put box grills protruding outside the external walls, or cover the flower bed.
- xi. Shall observe and perform the terms, conditions and covenants contained in this Agreement so far as the same are not required to be observed and performed by the Promoters and to indemnify and keep indemnified the Promoters against the non observance and non-performance of the said terms, conditions and covenants except so far as the same ought to have been observed and performed by the Promoters;
- xii. That the Promoters shall not be liable to execute any separate legal transfer in respect of the said Flat/Premises in favor of the Purchasers/Allottee/s;
- xiii. That the Purchaser shall pay within 7 days on demand any charges or taxes and also a proportionate share based on the carpet area of the Premises their share of water tax and municipal taxes and maintenance charges assessed on the said Building provided however that if any special taxes and/or rates are demanded by MCGM or any other authority by reason of any permitted use of the said Flat/Premises and road, the Purchaser and other Purchaser shall observe and perform all rules and regulations of MCGM and other statutory bodies and shall indemnify and keep indemnified the

Promoters against any loss or damages;

- xiv. Shall maintain at his own costs the said Flat/Premises agreed to be acquired by him/her/them in the same good condition state and order in which it is delivered to him/her/them and shall abide by all the bye-laws, rules and regulations of the Government, MCGM or any other Competent Authority and shall attend, answer and be responsible for call notices, violations of any of the condition for the observance and performance of the said rules and bye-laws;
- xv. Shall keep the said Flat/Premises, walls, partition walls, sewers, drains, lift, pump and appurtenances thereto in good tenantable repairs and conditions and in particular so as to support shelter and protect the various parts of the Building;
- xvi. Shall not utilize the areas of lift lobbies or the landing and mid landings of the staircase for making shoe racks or for storing any articles.
- xvii. Shall pay the necessary charges to the competent authority for connecting the drainage and sewerage from the said Building/s and/or septic tank to the public drain and sewerage when laid or called upon by the competent authority.
- xviii. Shall maintain the mechanical car parking allotted to them at their own cost.

19.2. The Purchaser understand/s and clearly and unequivocally confirm/s that in case remittances relating to the payments required to be made hereunder are made by nonresidents / foreign nationals of Indian origin, it shall be the Purchaser/s sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 ('FEMA') or any statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India ('RBI') or any other applicable law and provide the Promoter with such permissions, approvals, information etc., which would enable the Promoter to fulfil the Promoter's obligations under the Agreement for Sale or under any other law as may be required from time to time. Any implications arising out of any default by the Purchaser/s shall be the Purchaser/s sole responsibility. The Promoter accepts no responsibility with regard to the same and the Purchaser shall keep the Promoter fully indemnified against any claims or losses caused to the Promoter for any reason whatsoever in respect thereof. Whenever there is a change in the Purchaser residential status, subsequent to the signing of these presents, it shall be the Purchaser/s sole responsibility to intimate the Promoter of the same in writing, immediately and comply with all the necessary formalities, if any, under the applicable laws. It is agreed, declared and confirmed by the Purchaser/s that the Purchaser/s shall not hold the Promoter responsible towards any third-party making payments / remittance on the Purchaser/s behalf and such third party shall not have any right in the Said Flat/Premises whatsoever. The Purchaser/s shall not be entitled to sell or transfer the rights accruing under this Agreement, until the entire payment/consideration has been made to the Promoter/Developer.

20. MISCELLANEOUS CHARGES

- 20.1. In addition to the Sale Consideration payable in respect of the Flat/Premises the Purchaser/s shall be liable to pay to the Promoter the statutory charges and other amounts and deposits being the Miscellaneous Charges.
- 20.2. The Purchaser shall be bound and liable to pay to the Promoter, Miscellaneous Charges together with GST thereon as decided by the Promoters.
- 20.3. The Purchaser shall be liable to bear and pay GST and all other applicable taxes, levies, cess, surcharge, etc. that may be introduced by the Central Government, State Government and local, municipal and judicial and quasijudicial bodies and authorities on the Miscellaneous Charges.

- 20.4. The Purchaser along with other Flat/Premises Purchaser/s of the said Building shall proportionately be liable to bear and pay all costs and expenses related to the upkeep and maintenance of the said Building.
- 20.5. Until the Society is formed, the Purchaser/s shall pay to the Promoter his/ her/ its/ their proportionate share of the Outgoings as may be determined by the Promoter.
- 20.6. The Purchaser further agree/s that till the Purchaser/s share is so determined, the Purchaser/s shall pay to the Promoter, contribution as may be decided by the Promoter from time to time towards the Outgoings without any delay or demur.
- 20.7. The Promoter shall be entitled to utilize the advance maintenance charges so collected by them from the Purchaser/s, towards payment of outgoings in respect of the said Flat/Premises/Building. It is expressly understood that the advance maintenance charges do not include the Property tax, which shall be separately paid by the Purchaser on actuals, divided equally amongst all the Flat/Premises Purchasers in actuals.
- 20.8. The Purchaser/s undertake/s to pay such contribution and such proportionate share of Outgoings regularly in advance, and within 7 (seven) days of the receipt of the demand/invoice raised by the Promoter in this regard and shall not withhold the same for any reason whatsoever or claim any set-off or lien in relation thereto.
- 20.9. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and shall remain with the Promoter until the balance, if any; remaining unutilized is refunded in terms of this Agreement.
- 20.10. Notwithstanding the aforesaid, in the event of any such default or delay, the Purchaser shall be liable to pay Interest to the Promoter or the Promoter shall have the option for adjusting such arrears against amount from the maintenance advance lying with the Promoter as mentioned aforesaid hereto and the Purchaser/s shall reimburse the same to the Promoter along with interest.
- 20.11. On execution of the Lease / Assignment, the miscellaneous charges less any deductions as provided for in this Agreement (including but not limited to deduction of amounts remaining unpaid to the Promoter and the amounts already paid to third parties), shall be paid over by the Promoter to the Society of the said Building.
- 20.12. The Purchaser hereby agree/s that in the event of any amount or additional amount becoming payable by way of levy or premium or security deposit or fire cess or betterment charges or development charges or security deposit for the purpose of obtaining water connection or any other utility or service for said Building or for any other purpose in respect of said Building or any other tax of a similar nature is paid to competent authority or becoming payable by the Promoter, the same shall be reimbursed by the Purchaser/s to the Promoter proportionately. The Purchaser agrees to pay to the Promoter such proportionate share of the Purchaser/s within seven days of receipt of such demand made in that regard by them. The Purchaser also agree/s and undertake/s that in the event of any amount becoming payable by way of any form of levy, taxes, surcharge, etc., either to the State Government and/or Central Government, at any time in the future the same shall be fully paid by Purchaser/s forthwith notwithstanding that no such liability existed at the execution of this Agreement and further notwithstanding that the Purchaser/s was/were not aware / informed of the same and is aware that the Sale Consideration does not deem to include the same.
- 20.13. The Promoter shall maintain a separate account in respect of Maintenance Charges as mentioned in Annexure 8 after deduction of expense/outgoing there from, transfer the balance to the Society as and when formed as provided herein. The Promoters shall be entitled to appropriate all other payments for themselves and shall not be liable to render account of the same.

- 20.14. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration/fees/charges for services/commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/allottee/both, as the case may be, in accordance with the agreed terms of payment."

21. GENERAL CONDITIONS

- 21.1. Irrespective of dispute, if any, arising and/or pending at any time between the Promoters and the Purchaser and/or Society or any other body all amounts, contributions and deposits including amount mentioned hereunder, payable by the Purchaser to the Promoter under this Agreement shall always be paid punctually by the Purchaser to the Promoter and shall not be withheld by the Purchaser for any reason whatsoever.
- 21.2. The Purchaser hereby agrees that in event of any amount payable by way of premium to the competent authority or betterment or development charges or assessment tax, levies, assessments, impositions, revenue or other tax or payment of a similar nature becoming payable by the Promoter and the stamp duty and registration charges, if any, on the documents to be executed under or in pursuance of this Agreement becoming payable by the Promoters and the stamp duty and registration charges, if any, on the documents to be executed under or in pursuance of this Agreement becoming payable by the Promoters the same shall be borne and paid by the Purchaser in proportion to the area of the said Flat/Premises agreed to be purchased by the Purchaser and in determining such amount the decision of the Promoter shall be final, conclusive and binding upon the Purchaser.
- 21.3. The Purchaser shall permit the Promoter and their surveyors and agents with or without workmen and all others at all reasonable time to enter into and upon the said Flat/Premises or any part thereof to view and examine the state and condition thereof and/or for the purpose of repairing any part of the building and/or the said Flat/Premises and/or for the purpose of making repairing, maintaining, rebuilding, clearing, lighting and keeping in order and good condition all service, lift, pumps, drains, pipes, cables, water cover, gutters, wires, part structures or other conveniences belonging to or used for the said building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires, etc. and for similar purposes and also for the purpose of cutting of the supply of water to the said Flat/Premises or any other Flat/Premises in case the Purchaser or other Purchaser or Purchaser shall have made any default in paying his/her/their share of water charges/tax and any other expenses of similar nature incurred thereto.
- 21.4. The Purchaser agrees and undertakes on demand to do, execute and deliver and cause to be done, executed and delivered all acts, deeds, things, matters, documents, letter, writings and papers as may be reasonably required by the Promoter for better or more effectively carrying out the provisions hereof or for protecting or preserving the rights and interest of the Promoter for securing the due fulfilment of the provisions hereof on the part of the Purchaser.
- 21.5. The Purchaser hereby agree to contribute and/or pay his proportionate share towards the costs, expenses and outgoings in respect of the matters specified as hereunder written as and when the same is demanded by the Promoters, till the formation of the society when the land and building are transferred to it.
- 21.6. The Purchaser shall not let, sub-let, sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of or part with possession of his Flat/Premises or part thereof not assign, let or part with his/her/their interest under or the benefit of this Agreement or any part thereof till all his/her/their dues of whatsoever nature owing to the Promoters are paid and only if the Purchaser has/have not been guilty of breach or non-compliance with any of the terms and conditions of this Agreement and until they obtain previous consent in writing of the Promoters.

- 21.7. The Promoters shall in respect of any amount due and payable by the Purchaser under the terms and conditions of the Agreement have first and paramount lien and charge on the said Flat/Premises agreed to be acquired by the Purchaser without prejudice to the Promoters other rights under this Agreement and/or laws. The Purchaser shall be liable to pay to the Promoters Interest on all amounts due and payable by him/her/them to the Promoters under the terms and conditions of this Agreement, if such amount or amounts remain unpaid for seven days or more after becoming due.
- 21.8. If the Purchaser neglect(s), omit(s) or fail(s) for any reason whatsoever to pay to the Promoter any of the amount due and payable by the Purchaser under the terms and conditions of this Agreement (whether before or after delivery of possession) within the time herein specified or if the Purchaser shall in any other way fail to perform or observe any of the covenants and stipulations on its part herein contained or referred to herein, the Promoters shall be entitled to re-enter upon and resume possession of the said Flat/Premises and of everything whatsoever therein and this Agreement shall cease and stand terminated and the earnest money and all other amount already paid by the Purchaser shall stand forfeited and the Purchaser shall have no claim for refund or payment of the said earnest money and/or the other amount already paid by the Purchaser or any part thereof and the Purchaser hereby agree to forfeit all his/her/their right, title and interest in the said Flat/Premises/Parking Space and all amounts already paid and in such event the Purchaser and/or his/her/their nominee or nominees shall also be liable to immediate ejections as trespassers and the right given by this clause to the Promoters shall be without prejudice to any other right, remedies and claims whatsoever at law or under this Agreement of the Promoters against the Purchasers provided that if the Agreement is terminated by the Promoters in pursuance of this clause the Promoters shall also be entitled to sell and dispose off the said Flat/Premises to any third party at the risk of the Purchaser and to appropriate and forfeit the Sale Consideration and/or the amount paid by the Purchaser to the Promoter.
- 21.9. The Allottee and/or Promoter shall present this Agreement ~~well as the conveyance/assignment of lease~~ at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof
- 21.10. It is specifically agreed, admitted and confirmed by the Purchaser that on execution of the Agreement as aforesaid, all promotional materials like brochures, representations through web sites and other publishing materials shall stand withdrawn and this Agreement shall be the sole repository of the relations between the parties hereto. The amenities as mentioned herein shall only be given by the Developers and not as per the promotional materials.
- 21.11. In the event of any portion of the said property being required by the Reliance Energy Limited or such other power supply company for putting up an electric sub-station, the Promoter shall be entitled to give such portion to the said Reliance Energy Limited or any other body for such purpose on terms and conditions as the Promoter may think fit.

22. RELAXATION

Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be construed as a waiver on the part of the Promoters of any breach of noncompliance of any of the terms and conditions of this Agreement by the Purchaser and the Promoters shall be entitled to enforce the performance of this Agreement.

23. NOTICE

- 23.1. The name and address of the Purchaser till possession of the said premises is taken by the Purchaser shall be as under:

Name: _____

Address: _____

Tel. No.:

(landline _____)

(Mobile _____)

Email: - _____.

23.2. All letters, receipts, and/or notices issued by the Promoter and dispatched either by way of Under Certificate of Posting or by Courier or by email, to the address of the Purchaser shall be sufficient proof of receipt of the same by the Purchaser and shall fully and effectually discharge the Promoter.

24. **STAMP DUTY AND REGISTRATION**

It is specifically agreed that Stamp Duty and Registration charges in respect of this Agreement shall be borne and paid by the Purchaser alone.

25. **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 MahaRera Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

26. **JURISDICTION**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

IN WITNESS WHEREOF THE PROMOTERS THROUGH THEIR AUTHORIZED REPRESENTATIVES AND THE PURCHASER HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE SIGNATURE ON _____ DAY AND _____ FIRST THEREIN ABOVE WRITTEN.

THE SCHEDULE ABOVE REFERRED TO THE DESCRIPTION OF THE LEASEHOLD LAND AND ALL OTHER DETAILS

All that piece and parcel of land bearing CTS No. 1C/1/165 of village Kandivali, Plot No. 451, RSC - 39, Chakop Sector 4, Kandivali West, Mumbai 400 067 of area admeasuring 1304.10 square meters village Kandivali, Taluka - Borivali in the registration subdistrict of Mumbai Suburban District.

THE FIRST SCHEDULE ABOVE REFERRED TO THE DESCRIPTION OF THE APARTMENT AND THE PARKING ALONG WITH BOUNDARIES IN ALL DIRECTIONS

Flat/Premises bearing No. _____ on Floor No. _____ in Wing _____ of the said Building known as "CHARKOP (1) RAMTIRTH", admeasuring _____ sq. ft. carpet area, along with _____ open/stilt/mechanical Car Parking all that piece and parcel of land bearing CTS No. 1C/1/165 of

village Kandivali, Plot No. 451, RSC – 39, Chakop Sector 4, Kandivali West, Mumbai 400 067 of area admeasuring 1304.10 square meters village Kandivali, Taluka – Borivali in the registration subdistrict of Mumbai Suburban District.

Boundaries:

On North : Adj. Plot No.451
 On South : Adj. Plot No.234
 On East : 9.00 m wide Road RSC - 3
 On West : Water Channel

THE SECOND SCHEDULE ABOVE REFERRED TO THE NATURE, EXTENT AND DESCRIPTION OF COMMON AREAS AND FACILITIES

A.) DESCRIPTION OF THE COMMON AREAS PROVIDED:

No.	Types of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size / Area of the common areas provided
i.	Entrance lobby with lift lobby	31/12/2027	31/12/2027	60 Sq. Mtr

B.) FACILITIES/ AMENITIES PROVIDED/TO BE PROVIDED WITHIN THE BUILDING INCLUDING IN THE COMMON AREA OF THE BUILDING:

No.	Types of facilities / amenities provided	Phase name / number	Proposed date of occupancy certificate	Proposed date of handover for use	Size area of the facilities / amenities	FSI utilised or free of FSI
i.	Fitness Centre	Within building	31/12/2027	31/12/2027	62.44 sq.mt.	Under FSI
ii.	Society Office	Within building	31/12/2027	31/12/2027	19.86 sq.mt.	Under FSI

C.) FACILITIES/ AMENITIES PROVIDED/TO BE PROVIDED WITHIN THE LAYOUT AND/OR COMMON AREA OF THE LAYOUT:

No.	Types of facilities / amenities provided	Phase name / number	Proposed date of occupancy certificate	Proposed date of handover for use	Size area of the facilities / amenities	FSI utilised or free of FSI
N/A	N/A	N/A	N/A	N/A	N/A	N/A

D.) THE SIZE AND THE LOCATION OF THE FACILITIES / AMENITIES IN FORM OF OPEN SPACES (RG/ PG ETC.) PROVIDED / TO BE PROVIDED WITHIN THE PLOT AND/ OR WITHIN THE LAYOUT.

No.	Types of open spaces (RG /PG) to be provided	Phase name / number	Size of open spaces to be provided	Proposed Date of availability to use	Proposed Date of handing over to the common organisation
i.	RG on ground floor	With building	140.30 sq.mt.	31/12/2027	31/12/2027
ii.	Terrace Garden	With building	455.94 sq.mt.	31/12/2027	31/12/2027

No.	Types lift (passenger/ services/stretcher/goods/fire evacuation/any other	Total No. of Lifts provided	Number of Passenger or carrying capacity in weight (kg)	Speed (mtr /sec)

i.	Passenger Lift	4	6	1.5
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E.) DETAILS AND SPECIFICATIONS OF THE LIFTS:

IN WITNESS WHEREOF the parties hereto have hereunto and hereof subscribed their hands and seals on the day and the year hereinabove written.

SIGNED SEALED AND DELIVERED)

By the within-named "**Promoter**")

M/S SHIVRAJ REALTECH LLP)

Through its Partner)

Mr. Laxman Yadav & Miss Reena yadav)

Company PAN No. _____

In the presence of)

1.

2.

SIGNED SEALED AND DELIVERED)

By the within-named "Purchaser"

1. Mr./Mrs. _____)

PAN No. _____

2. Mr./Mrs. _____)

PAN No. _____

In the presence of)

1.

2.

RECEIPT

RECEIVED OF AND FROM the within named ALLOTTEE/S a sum of Rs. _____/-
(Rupees _____ Only) (including 1% TDS to be deducted out of the entire consideration) in respect of Purchase of Flat No. _____ along with _____ Parking as mentioned hereinabove in Agreement for sale to be paid by them to us & The particulars of payments are as under:

Sr. No.	Date	CHQ/RTGS No.	Drawn on	Amount
1.				
2.				
3.				
4.				
5.				Rs. ____/-

WE SAY RECEIVED

Rs. _____/-

For M/s. Shivraj Realtech LLP.

WITNESSES:

- 1.
- 2.

FOURTH SCHEDULE ABOVE REFERRED TO:

SCHEDULE OF LIST OF SPECIFICATIONS, FIXTURES, FITTINGS AND AMENITIES

-

1. Building shall be of RCC Structure
2. Lift in each wing
3. Vitrified Floor in hall
4. Vitrified / Wooden flooring in the bedroom
5. Vitrified flooring in Kitchen, Granite Kitchen Platform, Stainless Steel Sink, Pipe Gas and Water Purifier in the Kitchen
6. Concealed copper wiring with best quality fittings
7. Concealed plumbing.
8. Geyser and wash basin in each bathroom.
9. Coloured tiles up to door level in bathroom and W.C.
10. Aluminium sliding window in hall and bedroom.
11. Common TV Antenna.
12. Beautiful Landscaped Garden with playing amenities with Swimming Pool and Club House.

P.S.: Promoter/Developer reserves the right to amend or alter the above specifications for equivalent/alternate option if circumstances so require.

FIFTH SCHEDULE ABOVE REFERRED TO:

(Miscellaneous Charges)

Serial No.	Particulars	Amount in Rupees
1.	Non - refundable deposit towards development charges, infrastructure development & maintenance and other allied charges.	
2.	Non-refundable deposit towards installation of substation, transformer, cable, electric meter, water meter, boring water supply, intercom etc.	
3.	Non-refundable deposit towards Mahanagar Gas Pipe Line Charges.	
4.	Non-refundable doe share money of 5 shares of Rs.50/- each and Rs. 10/- towards the entrance of fees of the said society.	
5.	Non-Refundable deposit towards	
	society formation and legal charges for Assignment or any such transfer documents in favour of the organisation & allied expenses.	

6.	Proportionate share towards property/municipal taxes and other/charges/outgoings/maintenance in advance for: i. Residential unit ____12month(x) Rs. _____ per Sq.Ft. per months ii. Commercial unit ____12 months (x) Rs. _____ per Sq.Ft. per months	
7.	Non - refundable deposit towards entrance fee of swimming pool and club house.	
8.	Other Expenses	
	Total	

SCHEDULE SHOWING THE EXPENSES AND CHARGES

1. The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace, gutters and rain water pipes, of the building, water pipes, lift and electric wire in, under or upon the building and enjoyed or used by the Flat/Premisesholder/s in common with the other occupiers of flats and the main entrance, passages, landings, lifts and staircases of the Building as enjoyed by the Flat/Premises holder/s used by him/her/them in common as aforesaid in boundary walls of the buildings, compound, terrace etc.
2. The cost of cleaning and lighting the passage, water pump, landings, staircases, lift common lifts and other part of the building used by the Flat/Premises holder/s in common as aforesaid.
3. The cost of the salaries of clerks, bill collector, liftman, chowkidars, pumpman, sweeper etc. The cost of working and maintenance of common lights, water pump, lift and other service charges.
4. Deposits for building water meter, electric meter sewer line etc.
5. Municipal and other taxes such as Water charges Bills, Electricity Charges, Levy and Revenue N.A. taxes etc.
6. Insurance of the Building.
7. Betterment Charges levied by the authorities.

Such other expenses as are necessary or incidental for the maintenance and the upkeep of building .

DEVELOPER / PROMOTER

M/S. SHIVRAJ REALTECH LLP

Plot No. 451, Sector - 4, RSC - 39, CTS No. 1C/1/165 at Charkop, Kandivali West, Mumbai - 400067.

MUMBAI DATED _____ DAY OF _____ 20____.

B E T W E E N

M/S. SHIVRAJ REALTECH LLP. (PROMOTER / DEVELOPERS)

AND

SHRI/SMT/KUM/M/s. _____

(FLAT / PREMISES PURCHASE)

AGREEMENT FOR SALE

OF FLAT / PREMISES NO. _____ ON _____ FLOOR IN

_____ TOWER
