

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai on this ____ day of _____, 2023 **BETWEEN M/s. SHREEJI DEVELOPERS**, a Partnership Firm registered under the provisions of Indian Partnership Act, 1932 having its Office at _____, hereinafter referred to as **“THE DEVELOPERS/PROMOTERS”** (which expression shall unless it be repugnant to the context or meaning thereof, deem to mean and include its partners or Partner for the time being of the said Firm, its Survivor and its heirs, executors administrator of the last Survivor thereof) of the **ONE PART**;

AND

_____, both adult/s, of Mumbai, Indian Inhabitant/s residing at _____. hereinafter referred to as **“THE PURCHASER/S/ALLOTTEE/S”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their, heir/s executor/s, administrator/s and assign/s) of the **OTHER PART**.

WHEREAS: -

- A. **MAHARASHTRA HOUSING AREA AND DEVELOPMENT AUTHORITY (MHADA)** is the owner of all that piece and parcel of Plot of land bearing Plot No.7 (New Plot No.16) admeasuring 1357 sq. mts, bearing Survey No.149, corresponding to C.T.S. No.1C/ 2 /281 of Village Charkop, Taluka Borivali in the Registration District of Mumbai Suburban situate, lying and being at Sector No. 1, RDP-2, Charkop, Kandivali (West), Mumbai- 400 067, hereinafter referred to as **" THE SAID LAND "** for the sake of brevity and as more particularly described in the First Schedule hereunder written;
- B. **MHADA** has allotted the said Land unto and in favour of one **CHARKOP JOY CO-OPERATIVE HOUSING SOCIETY LTD** a Co-operative Housing Society registered under the provision of Maharashtra Co-operative Housing Societies Act, 1960 under Registration no.

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BOM/WR/HSG(TC)/1399/84/85 dated 27 March,1985 having its registered Office at Plot No. 7 New Plot No. 16, Sector No. 1, Charkop, Kandivali (West), 400067 (**“said Society”**)on the terms and conditions agreed therein;

- C. Pursuant to the allotment of the said Land the said Society as per the plans and specifications duly approved by the Competent Authority constructed a Building known as “_____” consisting of ground and upper floors comprising of 26 flats and 8 Shops (**“said Building”**) (since demolished) on the said Land.
- D. By and under a registered Deed of Lease dated 16.12.1985 executed by and between MAHARASHTRA HOUSING AREA AND DEVELOPMENT AUTHORITY therein referred to as the "LESSOR" And CHARKOP JOY CO - OPERATIVE HOUSING SOCIETY LTD therein referred to as the "LESSEE " the Lessee therein have leased out said land together with the said Building (since demolished) in favor of the Society for the period of 90 years subject to renewals of expiry of each 30 years and for the lease rent and on the terms and conditions as more particularly mentioned therein;
- E. Thus, the said Society became entitled to the said Land and the said Building (since demolished).
- F. The said Society Building constructed approximately 33 years ago and is in a dilapidated Building condition and not capable of being repaired. Therefore, the members of the society in Special General Body Meeting held on 17th March,2013, passed Resolution and decided for redevelopment of said Redevelopment of the Said property i.e., demolition existing Building and construct new Building by Utilizing the plot FSI and the TDR relating to and arising out of the Special General Body Meeting dated 17 March, 2013.
- G. The said Society subsequently invited offers from reputed builders/developers for redevelopment of the said Land and the said Building (since demolished)as per regulation 33(5) of DCPR,2034. Thereafter, the said Society in due compliance to the provisions of section 79A of MCS Act, 1960 followed the guidelines and appointed the Developers herein as Developers for redevelopment of the said Land and the said Building (since demolished) as per the Final offer letter dated _____ of the Developers in the presence of the Authorized representative of the Deputy Registrar and the Deputy Registrar MHADA has vide its letter dated 28th March,2014 issued NOC to go ahead with

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redevelopment of the said building and the said land.

- M. By Development Agreement dated 20th February, 2019 executed by and between the said Society (therein referred to as the Society) and its “Members” (therein referred to as members) and the Developers herein (therein referred to as Developers) and duly registered with the office of Sub -Registrar of Assurances at Borivali-5 under serial No. **BRL-5/6624 of 2019**, Society with the consent and confirmation of the Members have granted development rights in respect of the said land and the said Building (since demolished) unto and in favour of the Developers with a right to demolish the said Building (since demolished) and to construct a residential- cum -commercial new Building thereon in place thereof, as per the plans and specifications as may be sanctioned by MHADA and/or Competent Authority for the consideration and on the terms and conditions as set out therein;
- N. By Power of Attorney dated 17th May, 2019 executed by and between said Society (therein referred to as Society) and the Developers herein (therein referred to as Developers) and duly registered with the office of the Sub -Registrar of Assurances at Borivali-5 under serial No. **BRL-5/6625 of 2019** the said Society *inter alia* conferring various powers in favour of the Developers for doing necessary acts, deeds, matters, and things on behalf of the Society related to the redevelopment of the said Property;
- O. After execution of the said Development Agreement said Society through the Developers made various applications before MHADA for grant of permissions/sanctions for redevelopment of the said Land;
- P. By Deed of Rectification dated 1st October, 2020 executed by and between the said Society (as Society) and the Developers (as Developers) and duly registered with the office of the Sub Registrar of Assurances at Borivali -5 under serial No. BRL-5/6878 of 2020, the Parties rectified certain details of the Development Agreement and other terms and conditions set out therein;
- Q. MHADA has after following the due process of law issued offer letter dated 30th December, 2021 bearing No. CO/MB/REE/NOC/ F-1327/3283/2021 on certain terms and conditions as specified therein;
- R. The Developers complied with the requisites for obtaining the NOC from MHADA for implementation of the redevelopment project /utilization of additional BUA and issued NOC dated _____ bearing No. _____;
- S. MHADA issued Intimation of Approval (IOA) bearing No. MH/EE/BP Cell/GM/MHADA-74/1154/2022 dated 27th July, 2022 to Developers inter

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alia sanctioning the building plans submitted by the Developers in respect of the New Building to be known as “_____” consisting of_____and_____ upper floors on the said Land (“**said Building**”). The said land and the said Building shall unless referred to independently be hereinafter collectively referred to as “**the said Property**” and is more particularly described in the First Schedule hereunder written;

- T. As per the terms of Development Agreement, the Developers have executed Individual Agreements and all the Members of the said Society have vacated their respective premises and handed over possession of the same to the Developers for the purpose of demolition and redevelopment as contemplated in the said Development Agreement.
- U. The Developers have also obtained Commencement Certificate (C.C) bearing No_____of the New Building and to be endorsed further from time to time till completion of the building and have commenced construction of the said Building as per the plans and specifications duly approved/sanctioned by MHADA;
- V. Save and except the Members Entitlement as set-out in the said Development Agreement, the Developers herein are entitled to sell the remaining Flat on what is popularly known as “On Ownership basis”, and allot the remaining car parking spaces (hereinafter referred to as “**the said Developer Entitlement/Allocation**”) in favour of the Prospective Purchaser/s /Allottee/s.
- W. The Purchaser/s/Allottee/s has/have seen the said Property prior to the execution of this Agreement. The Purchaser/s/Allottee/s has/have demanded from the Developers and the Developers have given inspection to the Purchaser/s /Allottee/s of all the documents of title relating to the said Property including a copy of title certificate/report issued by_____, of the Developers, Property Register Card, Relevant Orders, Approved Plans, IOD/IOA, CC, floor plans, designs and specifications prepared by the Developers Architects and all other documents as specified under The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the said Act**”) being the re-enacted statute after the repeal of the Maharashtra Ownership of Flat (Regulations of the Developer of construction, sale, management, and Transfer) Act, 1963 (MOFA) and rules made thereunder;
- X. The Developers have informed to the Purchaser/s/Allottee/s and the Purchaser/s /Allottee/s is/are aware that the Developers have commenced the construction of the said Building and shall complete the construction of

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the said Building as per the sanctioned plans, with such modifications amendments as the Developers may from time to time determine and as may be approved/sanctioned by the concerned local bodies and authorities without taking any further permission/approval of the Purchaser/s/ Allottee/s;

- Y. The Developers have entered into and/or may enter into such Agreements with other persons and/or parties in respect of the Flat/Flat/s and allotting car parking space/s etc. in the said Building forming part of the Developers Entitlement/Allocation as the Developers may desire proper;
- Z. The Purchaser/s/Allottee/s has/ have applied to the Developers for purchase of Flat bearing No.____, admeasuring____sq.ft. Rera carpet area on the _____floor (hereinafter referred to as “**the said Flat**”) in wing of the said Building and more particularly described in the Second Schedule hereunder written for the consideration and on the terms and conditions hereinafter appearing;
- AA. As per the amendment to the Income-Tax Act, 1961, the Purchaser/s/Allottee/s shall deduct Tax Deducted at Source (**TDS**) at applicable rate from the total consideration due and payable by him/her/them to the Developers under these presents. The Purchaser/s/ Allottee/s shall deduct TDS from each installment payable to the Developers and deposit the same with the Income-tax Department within the period prescribed under the Income-Tax Act/Rules and furnish to the Developers, a Certificate of deduction of tax at source in Form No.16B;
- BB. The Developers have registered the Project of redevelopment of the Society’s Property under the provisions of the said Act with the Maharashtra Real Estate Regulatory Authority at Mumbai under MahaRera No. - _____(**said Project**);
- CC. The Developers have got the approvals as on date from the concerned local authority(s) for commencement of the construction and shall obtain the Remaining approvals from various authorities from time to time, so as to obtain or Occupancy Certificate (**OC**), in respect of the said Building from Competent Authority/MHADA;
- DD. While sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said Project and upon due observance and performance of which only the OC in respect of the said Building shall be granted by the concerned local authority;

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- EE. The Developers have entered into or may enter into such Agreement with other persons and/or parties for sale/grant of license/tenancy/lease or on such other basis, in respect of Flat/Flat and for allotment of car parking space/s in the said Building, for such use as may be permitted by the Competent Authority as they may in their absolute discretion deems fit and proper;
- FF. The photocopies of the following documents are annexed hereto as annexure as set-out hereinafter:
- (i) Property Card in respect of the said Plots, as **Annexure “ ”**;
 - (ii) Title Certificate dated _____ issued by _____, as **Annexure “ ”**;
 - (iii) Index-II of the Development Agreement dated 20th February 2019 as **Annexure “ ”**;
 - (iv) Offer letter dated _____ bearing No. _____ as **Annexure “ ”**;
 - (v) Noc dated _____ bearing No. _____ issued by MHADA as **Annexure “ ”**;
 - (vi) Intimation of Approval (I.O.A) bearing No _____ dated, as **Annexure “ ”**
 - (vii) C.C bearing No. _____ dated _____, as **Annexure “ ”**;
 - (viii) Typical floor plans and specifications approved by the local authority in respect of the said Flat, as **Annexure- “ ”**;
 - (ix) List of Amenities to be provided by the Developers in the said Flat and the said New Building, as **Annexure- “ ”**;

GG. As per section 13 of the said Act, the Developers are required to execute a written Agreement for Sale of the Flat/Flat in the said Building, being these presents and also to register the same under the Registration Act, 1908.

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

1. THE RECITALS FORM PART OF THE AGREEMENT: -

The Parties hereby agree and confirm that all the recitals of this Agreement shall form an integral part of operative portion of this Agreement, as if the same are set out and incorporated herein verbatim and shall be read accordingly.

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2. **DESCRIPTION OF THE PROJECT: -**

1. The Developers have demolished the said Old Building and have commenced construction of the new residential -cum-commercial building to be named as “_____”comprising of Ground plus ____ floor as Commercial floors plus____level podium and____Upper Floors (hereinafter referred to as **“the said Building”**) being constructed on ALL THAT piece and parcel of land admeasuring 1357 sq. mtrs bearing CTS No. 1/K/2/281, of village Charkop, Taluka - Borivali, in the Registration District of Mumbai Suburban situate, lying and being atSector No.1, RDP-2, Charkop , Kandivali (West) , Mumbai- 400 067(hereinafter referred to as the said **“Land”**).
2. The said Land and the said Building unless referred separately shall hereinafter be collectively referred to as **“the said Property”** and more particularly described in the First Schedule hereunder written.
3. The Developers have commenced the construction of the said Building as per the Building Plans sanctioned by MHADA which has been seen and approved by the Purchaser/s /Allottee/s with such modifications as the Developers may consider necessary or as may be required by MHADA or concerned local or Government Authorities and by execution of this Agreement the Purchaser/s/Allottee/s hereby gives his/her/their irrevocable **approval** as required under the provisions of MAHA RERA and further confirms that no further approval is required to be executed by the Purchaser/s/Allottee/s **PROVIDED HOWEVER** the Developers shall have to obtain prior consent in writing of the Purchaser/s/ Allottee/s in respect of variations or modifications which may adversely affect the said Flat of the Purchaser/s/Allottee/s except any alteration or addition required/necessitated by any Government authorities or due to change in law.

AGREEMENT: -

- 3.1 The Developers have agreed to sell on “ownership basis” and the Purchaser/s/Allottee/s has/have agreed, to purchase and acquire from the Developers on “ownership basis”, a **Flat**bearing No.____admeasuring____ sq. feet RERA carpet area, on the ____floor of the said Building being constructed on the said Land (hereinafter referred to as the **“said Flat”**) for the total consideration of **INR. _____/- (Rupees _____ Only)** [subject TDS at the applicable rate] (hereinafter referred to as **“the said Total Consideration”**) [which includes the proportionate price of the common areas and facilities appurtenant to the said Flat to be paid by

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the Purchaser/s /Allottee/s to the Developers in the following manner as stated in clause 4 hereinbelow.

- 3.2 For the purpose of this Agreement, the carpet area of the said Flat is as defined under the Real Estate (Regulation and Development) Act, 2016 (**RERA**).
- 3.3 The Developers have agreed to permit the Purchaser/s/Allottee/s to use _____ car park space bearing No. _____ (hereinafter referred to as “**the said Car Parking Space/s**”) as an amenity annexed and appurtenant to the said Flat.
- 3.4 The said Flat is more particularly described under the **Second Schedule hereunder written.**
- 3.5 Earmarking of specific car parking space/s will be done at the time of offering possession of the said Flat and the Purchaser/s/Allottee/s shall not have any objection to the same. Each allotted car parking space/s will entitle the Purchaser/s/Allottee/s to park only one vehicle. The Developers shall cause the said Society to confirm the car parking space/s allotted to Purchaser/s/Allottee/s at the time of admitting such Purchaser/s/Allottee/s as member/s of the said Society. In case of transfer of the said Flat the right to use car parking space/s shall be automatically transferred along with the said Flat. The right to use car parking space/s under no circumstances is separately transferable.
- 3.6 This right to use car parking space/s shall not confer upon the Purchaser/s /Allottee/s any right of ownership of the space/s on which such parking facility is provided. Un-earmarked car parking space/s, if any, shall continue to belong and remain in possession of the Developers. It shall be the discretion of the Developers to all of such un-earmarked car parking spaces, at their sole discretion.
- 3.7 The Purchaser/s/Allottee/s agree/s that car parking space/s would be used exclusively for parking of light motorized vehicles and would not be used as storage or put to any other use under any circumstances, including housing pets, cattle, animals, furniture or goods etc. The car parking right shall be an integral part of the said Flat and it cannot be detached from the said Flat.

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- 3.8 All provisions in respect of the car parks shall apply as it is to all future transfer/s by the Purchaser/s/Allottee/s and their successor/s-in-title of the said Flat. The Purchaser/s/Allottee/s agree/s that all such reserved allotted car parking spaces shall not form part of the common areas of the said New Building.
- 3.9 It is expressly agreed that the Purchaser/s/Allottee/s shall be entitled to the restricted common areas and facilities along with the said Flat. The nature, extent and description of such restricted common areas and facilities and percentage of undivided interest which the Purchaser/s/Allottee/s will enjoy in the restricted common areas and facilities appurtenant to the said Flat is set out in the Fourth Schedule hereunder written.
- 3.10 It is expressly agreed that the Purchaser/s/Allottee/s shall be entitled to the common areas and facilities along with the said Flat. The nature, extent and description of such common areas and facilities and percentage of undivided interest which the Purchaser/s/Allottee/s will enjoy in the common areas and facilities appurtenant to the said Flat is set out in the Fourth Schedule hereunder written. Save and except the common areas mentioned in the Fourth Schedule the Developer will be entitled to declare other area as common area at their own discretion.
- 3.11 The Developers shall confirm the final carpet area of the said Flat after the construction of the said Building is complete and the occupancy certificate is granted by MHADA, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The said Total Consideration payable for the carpet area shall be recalculated upon confirmation by the Developers. If there is any reduction in the carpet area within the defined limit of 3 % as stated hereinabove, then the Developers shall refund the excess money paid by Purchaser/s/Allottee/s prior to handing over possession of the said Flat. If there is any increase in the carpet area allotted to the Purchaser/s/Allottee/s within the defined limit, the Developers shall demand additional amount from the Purchaser/s/Allottee/s and the same shall be paid by the Purchaser/s/Allottee/s to the Developers before taking the possession of the said Flat. All these monetary

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- adjustments shall be made at the same rate per square feet RERA carpet area as agreed in Clause 3 of this Agreement.
- 3.12 Time is an essence of contract, for the Developers as well as the Purchaser/s /Allottee/s. The Developers shall abide by the time schedule for completing the said Project and offering possession of the said Flat to the Purchaser/s /Allottee/s after receiving the Occupancy Certificate from MHADA. Similarly, the Purchaser/s/Allottee/s shall make timely payments of the installment and other dues payable by him/her/them as provided herein and meeting other obligations under this Agreement.
- 3.13 It is expressly agreed between the Parties hereto that, till all the amounts payable by the Purchaser/s/Allottee/s to the Developers are paid and until all the obligations required to be performed by the Purchaser/s/ Allottee/s is/are complied with, nothing contained in this Agreement is intended to be nor shall be construed as sell and transfer in law in respect of the said Flat.
- 3.14 The Developers shall provide the amenities and specifications in the said Building and in the said Flat as per the list of amenities and specification annexed hereto and marked as **Annexure “ ”**;

4. PAYMENT TERMS AND TAXES:

- 4.1 The Purchaser/s/Allottee/s has/have agreed to purchase and acquire the said Flat on ownership basis at and for the said Total Consideration to be paid by the Purchaser/s/Allottee/s to the Developers in the manner set-out hereinafter:
- i. A sum of Rs. _____ /- (Rupees _____ Only)
(Less TDS) paid by the Purchaser/s/Allottee/s on or before execution hereof (payment and receipt whereof is acknowledged by the Developers);
- ii. Balance sum of Rs. _____ /- (Rupees _____ Only) (less TDS) to be paid in the manner as mentioned in the payment Schedule a006Enexed hereto as **Annexure- A“ ”**.
- 4.2 The Purchaser/s/Allottee/s shall in addition to the said Total Consideration also pay GST (Goods Service Tax) Rs. _____ /- (Rupees _____ Only) as per the prevailing law and Rules framed by the Concerned Authorities in respect of the said Flat

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and/or on this Agreement. In the event if, any additional amount becomes payable over and above the said Total Consideration by reason of any amendment to the constitution or enactment or amendment of any other law, Central or State, service tax or any other duty/penalty is levied and/or imposed by the Government under any other Statute then the Purchaser/s/Allottee/s alone shall be responsible to pay the same to the Competent Authority.

- 4.3 The said Total Consideration is escalation-free. It is agreed by and between parties hereto that in addition to the said Total Consideration the Purchaser/s/Allottee/s shall pay all other amounts to the Developer as set out herein. The Developers agree and undertake that while raising a demand on the Purchaser/s/Allottee/s for any such future levies imposed by the Competent Authorities, the Developers shall enclose the said notification/order/ rule/ regulation published / issued to that effect along with the demand letter.
- 4.4 It is hereby expressly agreed that, the time for payment of each of the installments of the said Total Consideration as mentioned herein above shall be an essence of the contract. The Purchaser/s/Allottee/s shall pay the installments on the respective due date without fail/s and without any delay or default or demur. The Developers will forward to the Purchaser/s/Allottee/s an intimation of having carried out the work against which the installment is due, under certificate of posting at the address given by the Purchaser/s/Allottee/s under this Agreement and the Purchaser/s/Allottee/s shall be bound to pay the amount of installments within 15 days of the receipt of such intimation. The Developers shall also mail the same intimation at the e-mail address provided by the Purchaser/s/Allottee/s. The Purchaser/s /Allottee/s do/doth hereby agree/s and undertake/s to give intimation to the Developers about change in his/her/their address, if any. For the purpose of this clause the Purchaser/s/Allottee/s shall be deemed to have received the intimation within the period in which same would be delivered in normal course.
- 4.5 The Purchaser/s/Allottee/s is/are required to deduct TDS at the applicable rate from each of the installments payable by him/her/them under these presents. The Purchaser/s/Allottee/s doth/do hereby irrevocably agree/s and undertake/s:

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- (i) to deposit TDS deducted by him/her/them with the Income-tax Department time period stipulated under law
- (ii) to furnish to the Developers, TDS Certificate in Form 16B along with the copy of Challan in Form 26QB within the time period stipulated under law.

4.6 The Purchaser/s/Allottee/s agree/s and confirm/s that until the Purchaser/s /Allottee/s comply/complies with the aforesaid obligations of the payment of TDS, then in spite of receipt of the said Total Consideration, the Developers shall be entitled to withhold the possession of the said Flat.

5. OBLIGATIONS OF DEVELOPERS: -

- 5.1 The Developers do hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat to the Purchaser/s/Allottee/s, obtain from the concerned local authority, Occupancy Certificate in respect of the said Building.
- 5.2 The Developers do hereby agree and undertake that they shall construct the said New Building as per the sanctioned plans, with such modifications / amendments as the Developers may from time to time get sanctioned/ approved by MHADA and other competent authorities.
- 5.3 The Developers do hereby declare that as per the sanctioned plans the Floor Space Index (FSI) available as on date in respect of the said Plots on the basis of area of the plots admeasuring 1357 sq.mtrs. as per Property Register Card and total fsi of____ sq.mtrs.. The Developers shall be entitled to avail benefits in respect of the said Land subject to the terms of Development Agreement. The Purchaser/s /Allottee/s has/have agreed to purchase the said Flat based on the proposed construction to be carried out by the Developers by utilizing the entire FSI, and other benefits as set out hereinabove and on the understanding that the Developers shall be entitled to avail the same without any obstruction and/ or hindrance from the said Society and/or its members.

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6. PENALTIES, TERMINATION AND CONSEQUENCES OF TERMINATION: -

6.1 In the event of any delay or default on the part of the Purchaser/s/Allottee/s, in making payment of any of the installments or amounts, the Developers shall, without prejudice to their other rights in law including the right of termination, be entitled to claim interest at the prevailing Highest Marginal Cost of Lending Rate of State Bank of India plus 2% thereon (“**the Interest Rate**”) on all and any such delayed payments computed from the date such amounts become due and payable till the date such amounts are fully and finally paid together with the interest thereon to the Developers as per the provisions of the said Act and Rules made thereunder.

6.2. If the Developers fail to abide by the time schedule for completing the said Project as well as offering possession of the said Flat to the Purchaser/s /Allottee/s, the Developers do hereby agree to pay to the Purchaser/s/Allottee/s, who do not intend to withdraw from the said Project at the then prevailing Highest Marginal Cost of Lending Rate of State Bank of India plus 2% thereon (“**the Interest Rate**”) per annum on all the amounts paid by the Purchaser/s/Allottee/s, for every month of delay, till the Developers offer possession. The Purchaser/s/Allottee/s agree/s to pay to the Developers, interest as set out in clause 6.1 hereinabove on all the delayed payments which become due and payable by the Purchaser/s/Allottee/s to the Developers under the terms of this Agreement from the date such respective amount becomes due and payable by the Purchaser/s/Allottee/s to the Developers.

6.3 Without prejudice to the right of the Developers to charge interest in terms of the clause. 6.1 hereinabove, if the Purchaser/s/Allottee/s, commit/s default/s in making payment of his/her/their respective installment on such respective due dates to the Developers under this Agreement, (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement.

6.4 **PROVIDED HOWEVER** that the Developers shall before exercising their right to terminate this Agreement, give 30 days’ written notice to

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the Purchaser/s/Allottee/s, by Registered Post AD at the address provided by the Purchaser/s/Allottee/s and also mail the same at the e-mail address provided by the Purchaser/s/Allottee/s, of their intention to terminate this Agreement for the specific breach or breaches of terms and conditions for which the Developers intend to terminate this Agreement. In the event if the Purchaser/s /Allottee/s fail/s to rectify(s) the breach or breaches mentioned by the Developers within the notice period then at the expiry of the notice period, then this Agreement shall stand terminated and Developers shall be entitled to deal with the Flat in the manner they desire proper.

- 6.5 **PROVIDED FURTHER** that upon termination of this Agreement as aforesaid, the Developers shall refund to the Purchaser/s/Allottee/s, (after forfeiting the earnest money paid by the Purchaser/s /Allottee/s under clause 4.1 (i) and adjustment and recovery of the interest if any),the amount which may till then have been paid by the Purchaser/s/Allottee/s to the Developers towards the consideration without any interest within a period of 30 days of the termination of this Agreement, only against Purchaser/s/Allottee/s execute and admit execution of Deed of Cancellation of Agreement for Sale with the concerned office of Sub-Registrar of Assurances.
- 6.6. The Purchaser/s /Allottee/s hereby declare/s that he/she/they shall bear the loss, if any, being the difference of the amount in the rate at which the Purchaser/s/ Allottee/s have booked the said Flat and the rate prevailing at the time of the termination by the Purchaser/s/Allottee/s, of this Agreement relating to the said Flat. The Purchaser/s/Allottee/s will also be liable to pay interest on any default payment/s (due till the time of termination) as per the terms, contained herein, at the time of making accounts when the Purchaser/s/Allottee/s has/have expressed his/her/their desire to cancel this Agreement relating to the said Flat. It is agreed by and between the parties that, all the above-referred amounts due and payable by the Purchaser/s/Allottee/s, as specified hereinabove, shall be deducted from the amount received by the Developers from the Purchaser/s/Allottee/s till the time of such cancellation and balance if any shall be refunded to the Purchaser/s/Allottees only against Purchaser/s/ Allottee/s execute and

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admit execution of Deed of Cancellation of Agreement for Sale with the concerned office of Sub-Registrar of Assurances.

- 6.7 The Developers agrees that if, for the reason other than those stated in clause 12 herein below, they fail to offer possession of the said Flat on the said Possession Date (defined herein below), the Purchaser/s /Allottee/s shall have an option to withdraw from the said Project and terminate this Agreement and in such case the Purchaser/s /Allottee/s shall notify the Developers in writing of his/her/their intention to withdraw from the said Project and cancel and terminate this Agreement. In the event the Purchaser/s /Allottee/s exercise his/her/their option to terminate this Agreement by sending Notice in writing, then the Developers shall be liable, to refund/pay to the Purchaser/s /Allottee/s, within a period of 30 days from receipt of the written notice of the Purchaser/s /Allottee/s: (i) all amounts already received by them under these presents after deducting earnest amount and brokerage charges if any, paid by them; (ii) interest at the said Interest Rate from the date the Developers have received the respective sums till amount and interest thereon is repaid. It is agreed between the parties hereto that, the Developers shall refund all the amounts received by them under these present as aforesaid only against Purchaser/s/Allottee/s execute and admit execution of Deed of Cancellation of this Agreement for Sale with the concerned office of Sub-Registrar of Assurances.
- 6.8 Upon cancellation of this Agreement and refund of the amount as aforesaid by the Developers to the Purchaser/s/Allottee/s, all the rights of the Purchaser/s/Allottee/s accrued to him/her/them under this Agreement shall come to an end and the Developers shall be at liberty to dispose of and sell the said Flat, to any third party, and on such terms and conditions as the Developers may in their absolute discretion, deems fit and proper, without any reference and/or recourse to the Purchaser/s /Allottee/s.
- 6.9 If the Purchaser/s/Allottee/s in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to the Developers under this Agreement, seeks a loan from financial institutions, banks or other institutions/Employer against the security

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of the said Flat subject to the consent and approval of the Developers, then in that event, the Purchaser/s/Allottee/s committing a default of the payment of the installments/s of the said Total Consideration and in that event if the Developers exercises their right to terminate this Agreement, the Purchaser/s/Allottee/s hereby undertake/s to clear the mortgage debt outstanding at the time of such termination and the Purchaser/s/Allottee/s shall obtain the necessary letter from such Bank, financial institution, employer's bank as the case may be, confirming that the Purchaser/s/Allottee/s has/have cleared the mortgage debt. On receipt of such letter from the bank, financial institution, employer's bank of the Purchaser/s/Allottee/s etc. as the case may be, the Developers shall be entitled to refund the amount (after deducting the earnest amount and brokerage charges if any, paid by them) under these presents **PROVIDED HOWEVER**, if the Purchaser/s/Allottee/s fail/s to repay the loan and clear the debt, the Developers shall directly pay the amount payable to the bank, financial institution, employer's bank of the Purchaser/s/Allottee/s or other such institutions who would have made the payment on behalf of the Purchaser/s/Allottee/s from the amount standing to the Purchaser's credit with the Developers towards the said Flat and (paid by him/her/them to the Developers towards the consideration amount) to the extent of the mortgage debt so as to clear the same. Only on receipt of the letter of clearance of debt from such bank, financial institution, employer's bank of the Purchaser/s/Allottee/s, the Purchaser/s/Allottee/s shall be entitled to the refund of the balance amount, if any, standing credited to the account of the Purchaser/s/Allottee/s with the Developers, towards the said Flat **NOTWITHSTANDING** all that is stated hereinabove, it shall ALWAYS be obligatory on the part of the Purchaser/s/Allottee/s to pay the respective installment/s on the due date/s to the Developers, The Purchaser/s/Allottee/s shall not be permitted to raise any contention to defend his/her/their failure to pay the installments/s on time and on the respective due date/s on the ground that he/she/they has/have applied for the loan to such banks, financial institution, his/her/their employer's or such other institution and further the said loans are under process and sanction awaited and/or is rejected.

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6.10 It is agreed between the parties hereto, that in case this Agreement is terminated by either of them as aforestated, then in such an eventuality, the Purchaser/s/Allottee/s shall not be entitled to claim from the Developers, refund in respect of the stamp duty, registration charges, paid by him/her/them under these presents and/or any other amounts including GST paid to the Competent Authorities.

7. USE OF FLAT AND CAR PARKING SPACES: -

7.1 It is expressly agreed between the Parties hereto that, the Developers and the Purchaser/s /Allottee/s that, the said Flat shall be utilized for the purposes sanctioned by the Competent Authority and for no other purpose whatsoever. The Purchaser/s /Allottee/s do/doth hereby agree/s not to change the user of the said Flat without prior consent in writing of the Developers / said Society as the case may be.

8. TITLE: -

8.1 The Purchaser/s/Allottee/s confirm/s having inspected the original title certificate and further confirm/s that the copy annexed hereto is the true copy of the Original Title Certificate inspected by the Purchaser/s/Allottee/s. The Purchaser/s /Allottee/s accept the title of the said Property and entitlement of the Developer to sell the Flat, and the Purchaser/s/Allottee/s do/doth hereby agree/s not to raise any further or other requisitions or objections to the title in respect of the said Property more particularly described in the First Schedule hereunder written and /or entitlement of the Developers to develop the same and sell the premises comprising in their entitlement.

9. DATE OF POSSESSION: -

9.1 The Developers shall (subject to force majeure clause mentioned in clause 12 herein below), offer possession of the said Flat to the Purchaser/s/Allottee/s on or before _____[said Possession Date] after procuring full Occupation Certificate (OC), from MCGM, in respect of the said New Building **PROVIDED HOWEVER** the Developers shall have received from the Purchaser/s/Allottee/s the Total said Consideration and other amounts due and payable by the Purchaser/s /Allottee/s to the Developers under these presents in respect of the said Flat/Flat and have also furnished Certificate(s) for Tax Deducted at Source to the Developers.

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- 9.2 The Developers shall after procuring OC from MHADA in respect of the said Building, and offer possession of the said Flat by giving 30days written notice to the Purchaser/s/Allottee/s *inter alia* informing him/her/them that the said Flat is ready for use and occupation along with a copy of OC in respect of the said Building. The Purchaser/s /Allottee/s shall be deemed to have taken possession of the said Flat on expiry of such notice period.
- 9.3 If the Developers are not able to offer possession of the said Flat to the Purchaser/s/Allottee/s on the said Possession Date on account of any reasonable cause or circumstances beyond their control as mentioned in clause____ herein, the Purchaser/s/Allottee/s shall not be entitled to any damages whatsoever but he/she/they shall be entitled to remedies available under the said Act.

10. MAINTENANCE CHARGES AND OTHER OUTGOINGS:

- 10.1 The Purchaser/s/Allottee/s hereby declare and confirm with the Developers that irrespective of whether the Purchaser/s/Allottee/s has/have taken physical possession of the said Flat or not, he/she/they shall be liable to bear and pay the proportionate share of outgoings (i.e., in proportion to the floor area of the said Flat) in respect of the said Property including local taxes, cesses, rates, N.A charges, land revenue, betterment charges and all other levies and charges by the local authority, government, water charges, Insurance charges, common lights, repairs, salaries of clerks, Collector's charges, Chowkidar and Sweeper charges, Maintenance charges and all other expenses necessary and incidental to the administration, management and maintenance of the said Building including the said Land from the date of deemed possession.
- 10.2 The Purchaser/s /Allottee/s further agree/s that the Purchaser/s /Allottee/s at the time of taking possession of the said Flat pay to the Developers/Society 12 months advance maintenance charges as may be decided by the Developers/Society. The Purchaser/s/Allottee/s do/doth hereby further agree/s, declare/s and confirm/s with the Developers that till said Society admits the Purchaser/s/Allottees as member/s of the said Society and accept/s the maintenance directly from the Purchaser/s/Allottee/s in respect of the said Flat, the

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Purchaser/s /Allottee/s undertake/s to continue to pay such provisional maintenance charges as aforesaid, on expiry of every 12 months in advance for every subsequent 12 months on demand being made by the Developers and shall not withhold the same for any reason whatsoever. The amount so paid by the Purchaser/s /Allottee/s to the Developers shall not carry any interest and after paying the charges as above the remaining amount if any shall remain with the Developers till Purchaser/s/ Allottee/s is/are admitted as Member/s of the said Society in respect of the said Flat. The Developers shall deposit the aforesaid amounts if any, (less deductions provided in this Agreement) with the said Society against the Purchaser/s/Allottee/s is/are admitted as member/s of the said Society, **PROVIDED HOWEVER** that if any special taxes and/or rates are demanded by MHADA or any other authority by reason of any permitted use of the said Flat, the Purchasers/Allottees shall alone bear and pay such special taxes and rates. The Purchasers/Allottees shall observe and perform all rules and regulations of MHADA, the said Society and the statutory Bodies.

10.3 After the Developers hand over the charge of the said New Building to the said Society, the Purchaser/s /Allottee/s shall be liable to pay the maintenance charges and outgoings directly to the said Society as per the bills as may be raised by the said Society from time to time, provided however, the said Society has admitted the Purchaser/s/Allottee/s as its member/s.

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

11. OTHER CHARGES: -

11.1 The Purchaser/s/Allottee/s shall on or before taking possession of the said Flat pay to the Developer the following amounts as mentioned in Annexure “ ”.

11.2 The Developers shall maintain a separate account in respect of sums received by them from the Purchaser/s/Allottee/s and utilize the aforesaid amounts only for the purposes for which they have been

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received as the Developers may in its sole discretion deems fit and proper. The Purchaser/s/Allottee/s undertake/s not to object /demand /direct the Developers to adjust the payments in any manner.

11.3 The Developers shall not be liable to refund or to give to the Purchaser/s /Allottee/s any charges collected by them under these presents. The Purchaser/s/Allottee/s also agree/s to deposit with the Developers, any further additional amount by way of ad-hoc maintenance charges as and when called for by the Developers without any delay or demur.

12. FORCE MAJEURE: -

12.1 The Developers shall be entitled to reasonable extension of time for offering possession of the said Flat to the Purchaser/s/Allottee/s from the said Possession Date, if the Developers are prevented from carrying out the construction due to any Force Majeure reasons, such as:

- (i) War, civil commotion or act of God, affecting the said Property;
- (iii) Any notice, order, rule, notification or directive of the Government and/or other public or Competent Authority/ court which would prejudicially affect the development in respect of the said Property;

13. MEMBERSHIP OF THE SAID SOCIETY: -

13.1 The said Society shall admit Purchaser/s /Allottee/s of the Developers Premises as member/s of the said Society upon membership application being made by the Purchaser/s /Allottee/s as per the bye laws of the said Society, without charging any transfer charges/transfer fees/premium or donation from the Developers or from Purchaser/s /Allottee/s in respect of the said Flat.

13.2 The Purchaser/s/Allottee/s of the Developers Entitlement shall be enrolled as member/s of the Society only on the payment of (i) Share Application Money (ii) Entrance Fees; (iii) Membership Fees and (iv) Contribution towards sinking fund as per terms of the said Development Agreement.

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13.3 The Purchaser/s/Allottee/s on becoming member/s of the said Society shall abide by all the rules, regulations and bye-laws adopted by the said Society and amendments thereto from time to time including payment of maintenance bills and other charges as per the bills as may be raised by the said Society.

14. DEFECT LIABILITY: -

14.1 The Purchaser/s/Allottee/s shall check all the fixtures and fittings in the said Flat before taking possession of the same. Thereafter, the Purchaser/s /Allottee/s shall have no claim against the Developers for defects if any in the said Building which may be alleged not to have been carried out and/or completed in accordance with the plans, specification, and/or this agreement and/or otherwise howsoever relating thereto **PROVIDED HOWEVER**, if within a period of 5(five) years, from the date of offering possession of the said Flat to the Purchaser/s/Allottee/s, if the Purchaser/s /Allottee/s bring/s to the notice of the Developer, any structural defect in the said Flat or in the said Building in which the said Flat is situated or any defects on account of workmanship, quality or provision of service (usual wear & tear excepted), then wherever possible such defects, shall be rectified by the Developers at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s/Allottee/s shall be entitled to receive from the Developers reasonable compensation for such defects **PROVIDED FURTHER** if, such defects in the said Flat/Building, is due to negligence and/or due to any acts, matters, things, omitted or committed by the Purchaser/s/Allottee/s of the said Building including the Purchaser/s /Allottee/s herein, in that event the Developers shall not be liable for the same.

15. FIXTURES / FITTINGS /AMENITIES: -

15.1 It is expressly agreed that the said Flat shall contain standard fixtures, fittings and amenities as set out in the **Annexure “ ”** hereto. It is specifically agreed by the Purchaser/s /Allottee/s that if any extra fittings, fixtures or amenities are required by the Purchaser/s /Allottee/s, then the Purchaser/s /Allottee/s shall inform the same in writing to the Developers and the Developers in their sole discretion

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entertain such request at the extra cost/price to be borne and paid by the Purchaser/s /Allottee/s.

16. OTHER AGREED TERMS: -

- 16.1

The Developers shall be entitled to construct the Flat/Flat with the terrace attached thereto and sell the same to the Purchaser/s/Allottee/s. The Purchaser/s /Allottee/s of such Flat/s with the attached terrace shall be exclusively entitled to use, occupy, possess and enjoy such terrace without any objection and/or obstructions from the said Society and/or its Members and other Flat purchasers including the Purchaser/s /Allottee/s herein, and such terrace shall be construed to be the part and parcel of such Flat/s and attached/appurtenant to such Flat and the same shall be transferable and heritable with the such Flat/s and the said Society and/or its Members including other Flat purchasers including the Purchaser/s /Allottee/s herein shall not object for such transfer. Neither the said Society nor its Members and other Flat purchaser/s including the Purchaser/s/Allottee/s herein shall claim any right on the terrace/s attached to such Flat/s. The Purchaser/s/Allottee/s of such Flat/s shall not be required to pay any additional amount to the said Society in respect of such terrace area as maintenance or otherwise **PROVIDED HOWEVER** such attached terrace to the Flat/s shall be maintained by such Flat purchaser/s and if, any taxes or outgoings payable to any Competent Authority in respect of the terrace area then the same shall be borne and paid by such Flat purchaser/s **PROVIDED FURTHER** if there are leakage from the terrace on the floor below the terrace, then the same shall be repaired by such terrace Flat Purchaser/s at his/her/their own cost, and if it is not done then Society shall be entitle to take all the necessary proceedings against such Flat purchaser as permitted by the bye-laws of the said Society
- 16.2

The Developers shall have first and exclusive charge on the said Flat for all the amounts payable by the Purchaser/s/Allottee/s to the Developer under this Agreement.
- 16.3

The Purchaser/s/Allottee/s do/doth hereby agree/s to be bound by all the covenants, agreements, reservations and obligations and/or terms and conditions as far as they are to be observed by the Developers, specified and contained in all the Agreements/documents recited herein made between the said Society and Developers and/or any

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undertaking given to any local authority and/or any Government body and/or authority while obtaining any permission from such Government Body and/or authority both State and/or Central Government, as if, the Purchaser/s/Allottee/s has/have himself/herself/themselves undertaken to perform the same.

- 16.4 The Purchaser/s/Allottee/s and persons to whom the said Flat is/are permitted to be transferred, shall, from time to time, sign all applications, papers, and documents and do all acts, deeds and things, as the Developers or the said Society may require for safe-guarding the interest of the Developers and/or the Purchaser/s/Allottee/s and other Purchaser/s/Allottee/s of the Flat or existing members of the said Society in the said Building.
- 16.5 It is expressly agreed that right of the Purchaser/s/Allottee/s under this Agreement is only restricted to the said Flat agreed to be sold by the Developers and agreed to be acquired by the Purchaser/s/Allottee/s and all the other Premises and portion or portions of the said Building(save and except the Members Entitlement as per the said Development Agreement)shall be dealt by the Developers and the said Society as per the terms more particularly set-out in the said Development Agreement.
- 16.6 The Developers shall be entitled to alter the terms and conditions of the Agreement relating to unsold premises in the said Building and Purchaser/s/Allottees/s shall have no right to object the same.
- 16.7 The Developers shall after completing the project forward the list of the Purchaser/s/Allottee/s along with their names and particulars of Flat sold to the said Society and the said Society shall admit the Purchaser/s/Allottee/s as per the terms of the said Development agreement. The Purchaser/s/Allottee/s hereby declare/s and undertake/s that he/she/they shall comply with all the conditions for the membership of the said Society as per the bye-laws.
- 16.8 The Developers may if required amalgamate the adjoining property with the said Society or acquired the development rights from the adjoining society and develop it as one consolidated project and in view thereof the completion time/possession date may stand extended accordingly.

17. REPRESENTATIONS AND WARRANTIES OF THE

Developer

Allottee

DEVELOPERS: -

17.1 The Developers do hereby represent and warrant to the Purchaser/s/Allottee/s as follows:

- (i) The Developers have acquired development rights in respect of the said Property from the said Society and as such entitled to develop the said Property;

- (ii) The Developers have lawful rights and requisite approvals from the Competent Authorities to carry out redevelopment of the said Property and shall obtain requisite approvals from time to time to complete the development of the project;

- (iii) There are no encumbrances upon the said Project;

- (iv) There are no litigations pending before any Court of law with respect to the said Project land;

- (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the said Project, are valid and subsisting and the same have been obtained by the Developers after following due process of law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the said Project, shall be obtained by the Developers after following due process of law and the Developers have been and shall, at all times, comply with all applicable laws in relation to the said Project;

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

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

Developer

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18. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER/S/ALLOTTEE/S: -

18.1 The Purchaser/s/Allottee/s himself/herself/themselves with an intention to bind all in whosoever hand the said Flat may come, including any successors-in-title of the Purchaser/s/Allottee/s do/doth hereby covenant/s with the Developer as follows:

- a) To become Member/s of the said Society and for that purpose sign all the necessary documents as may be required by the Developers/Society and to pay maintenance and all other charges from time to time, as may be determined, by the Developers/said Society, as the case may be, without committing any default therein;
- b) The Purchaser/s/allottee/s confirm/s having knowledge of the covenants mentioned in hereinabove and clause 16. The new Flat/FlatPurchaser shall be bound to comply with all procedure for becoming the member. After becoming the member of the Society, the new Flat/Flat purchasers shall be at par with the existing members. However, such new Flat/Flat Purchasers, shall not be entitled to demand any share in the consideration and/or other benefits which are agreed to be provided to the Society and/or its existing members by the Developers against the granting of the development rights of the said property. In respect of unsold and/or un-allotted premises that are remaining with the Developers after the allotment of the premises, the Developers shall only be responsible and liable to contribute the proportionate property taxes in respect of such units/premises;
- c) To maintain the said Flat at Purchaser/s/Allottee/s own costs in good tenantable repair and condition from the date of offering possession of the said Flat and not to do or suffer to be done anything, in or to the said Building in which the said Flat is situated which is against the Rules, Regulations or Bye-laws of the concerned local authority and/or the said Society , nor shall change / alter or make addition in or to the said Flat or part thereof without the prior written consent of the Developers/said Society, as the case may be;
- d) Not to store in the said Flat, any goods which are of hazardous or combustible nature or are so heavy, as to damage the construction or structure of the said Building in which the said Flat is situated or storing of such goods, is objected by the concerned Local or other Authorities and shall not carry or cause to be carried, heavy packages

Developer

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or furniture along the staircase, common passage or any other structure, in the said Building including entrance of the said Building and in case any damage is caused to the said Building or to the said Flat, the Purchaser/s/Allottee/s shall be liable for consequences thereof;

- e) Not to hang clothes, garments or any other thing for drying or for any other purpose from windows, balcony/balconies or terrace(s) of or appurtenant to the said Flat or on any side of the said Building or above the parapet or railing level within the said Flat and will not put any plants/pots/flower pots or other such things that require watering so as to avoid water seepage that causes deterioration of walls and colour;
- f) To carry out at his/her/their own cost all internal repairs to the said Flat and to maintain the said Flat in the same good condition, state and order, in which it would be delivered by the Developers. The Purchaser/s/Allottee/s shall not do or suffer to be done anything in or to the said Flat, which may be contrary, to the Rules and Regulations and bye-laws of the concerned local authorities;
- g) Not to demolish or cause to be demolished any column and/or beam and/or floor in the said Building and/or the said Flat or part thereof, nor at any time make cause to be made any structural changes whatsoever nature to the said Building and/or said Flat or any part thereof, nor at any time make or cause to be made, any additions or alterations, in the elevation/arcade and outside colour scheme of the said Building and shall keep the sewers, drains and pipes in the said Building and appurtenances thereof, in good tenantable repair and conditions and in particular, to support, shelter and protect other part of the said Building and shall not damage column, beams, walls, or RCC pardis or other structural members in the said Flat including the said Building without the prior written permission of the Developers/said Society , as the case may be;
- h) Not to shift windows of the said Flat and/or carry out any changes in the said Flat so as to increase the area of the said Flat and/or put any grill which would affect the elevation of the said New Building and/or carryout any unauthorized construction in the said Flat. In the event if, any such change is carried out by the Purchaser/s/Allottee/s he/she/they shall remove the same within 24 hours after receipt of notice in that regard from the Developers/said Society. In the event if,

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the Purchaser/s/Allottee/s fail/s to remove the same within the period of 24 hours, then the Developers/said Society shall be entitled to enter upon the said Flat and remove such unauthorized construction and the Purchaser/s/Allottee/s hereby agree/s and undertake/s not to raise any objection for the same and/or demand any damages for the same from the Developers/said Society;

- i) Pay to the Developers within 7 days of demand by the Developers their share of maintenance charges, security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said New Building in which the said Flat is situated;
- j) To bear and pay all increases in local taxes, water charges, insurance and such other levies, if any, which are imposed or which may be imposed in future by the concerned Local Authorities and/or Government and or other Public Authorities;
- k) Not to do or permit to be done any act or thing which may render void or voidable any insurance Policy of the said Building or any part thereof or whereby any increased premium, shall become payable, in respect of the said Building;
- l) Not to throw any dirt, rubbish, garbage, or permit the same to be thrown, from the said Flat, in the compound or any portion of the said Building and/or the said Property;
- m) The Purchaser/s/Allottee/s shall not let, sub-let, transfer, assign or part with the interest in the said Flat or benefit of this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser/s/Allottee/s to the Developer under this Agreement are fully paid up and only if the Purchaser/s/Allottee/s is/are not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s/Allottee/s has/have first obtained consent in writing of the Developers/ Society, as the case may be;
- n) The Purchaser/s/Allottee/s shall use the said Flat or any part thereof or permit the same to be used only for residential purpose as the case may be, and/or such other purpose as may be authorized by the said Society in writing and as may be permissible in law and/or by MHADAand/or other Concerned Authorities in that behalf and which is not likely to cause nuisance or annoyance to the other occupiers of the said Building and/or the owners and occupiers of the neighboring property or properties. The Purchaser/s/Allottee/s shall use parking space only

Developer

Allottee

for purpose of keeping or parking Purchaser/s/Allottee/s own vehicles and for no other purpose whatsoever;

- o) The Purchaser/s/Allottee/s shall observe and perform all the rules and regulations and bye-laws of the said Society and any addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the premises therein and for the observance and performance of the rules, regulations and bye-laws of the said Society for the time being of the concerned Local Authority and of Government and other Public Bodies. The Purchaser/s/Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society or regarding the occupation and use of the said Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses maintenance charges and other outgoings in respect of the said Flat including other dues as may be collected by the said Society;
- p) The Purchaser/s/Allottee/s will be entitled to carry out repairs, renovation and alterations in the said Flat at his/her/their own costs and expenses, and in such manner as he/she/they may deem fit and proper **PROVIDED HOWEVER** that such repairs, renovation and alteration shall not be of structural nature and the same shall be with prior permission, sanction and approval of the Developer and MHADA and all other Concerned Authorities and the said Society, if required; **PROVIDED FURTHER** that such repairs, renovation and alteration shall not in any manner result in utilization or consumption of any additional FSI in addition to the FSI consumed and utilized in the construction of the said Flat nor shall such repairs, renovation and alteration in any manner damage or endanger the RCC frame work including RCC Columns of the said Building or any part thereof, nor shall enclose or cover or result in covering or enclosing the common areas or areas which cannot be covered or enclosed as per Rules and Regulations of MHADA or other Concerned Authorities nor shall such repairs, renovation and alteration change or modify the elevation of the said Building **NOTWITHSTANDING** anything to the contrary contained herein, the Purchaser/s/Allottee/s do/doth hereby agree/s and undertake/s not to change or alter the location of any of the bathrooms/toilets in the said Flat. The Purchaser/s/Allottee/s shall not break/repair the toilets, bathroom balcony area, flowerbed and the

Developer

Allottee

planter area provided in the said Flat. In case, the Purchaser/s/Allottee/s desire/s to renovate the toilets, bathrooms and balcony area, the Purchaser/s/Allottee/s with prior written permission of the Developers/Society, as the case may be, and take utmost care to waterproof the same and shall not cause any nuisance or disturbance to the Flat below him/her/them due to leakage from his/her/their toilets/bathroom/ balconies. In case of any leakage from the said Flat to Flat below the Purchaser/s/Allottee/s shall be totally responsible to rectify the same and bear all the costs for the same. The Purchaser/s/Allottee/s do/doth hereby indemnify shall and keep indemnified the Developers and the said Society at all times against all actions, claims and demands of whatsoever nature taken or made by the MHADAand/or by the State Government and/or by any other authority in respect of the said Flat or the said Building as a whole or by reason or as a result of anything done by the Purchaser/s/Allottee/s in or with regard to the said Flat or the said Building or any part thereof;

- q) The Purchaser/s/Allottee/s shall be entitled to use the lifts in the said Building **PROVIDED HOWEVER** all the persons using the lifts shall do so at their own risk. The Purchaser/s/Allottee/s shall not carry or cause to be carried heavy or bulky packages to the upper floors by the lifts. The Purchaser/s/Allottee/s shall not cause any damages to the lifts, staircases, common passages, refuge area or any other parts of the said Building on the said Property;
- r) The open spaces, common entrances, common passages, ducts, refuge area, lobbies, staircases, lifts in the said Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Purchaser/s/Allottee/s shall not use or permit use of common passage, ducts, refuge areas, open spaces, lobbies and staircases in the said Building for storage or for use by servants at any time.

19. MISCELLANEOUS: -

- 19.1 This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other

Developer

Allottee

agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat.

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

19.3 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Project shall equally be applicable to and enforceable against any subsequent Purchaser/s /Allottee/s of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

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

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

19.6 19.Forwarding this Agreement to the Purchaser/s/Allottee/s by the Developers does not create a binding obligation on the part of the Developers or the Purchaser/s /Allottee/s until, firstly, the Purchaser/s/ Allottee/s sign/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s /Allottee/s and secondly, the Purchaser/Allotees pay the requisite stamp duty on this agreement and appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developers.If

Developer

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the Purchaser/s/Allottee/s fail/s to execute and deliver to the Developers this Agreement duly stamped as per the Maharashtra Stamps Act within 30 (thirty) days from the date of its receipt from the Developers and appear before the Sub-Registrar for its registration as and when intimated by the Developers, then the Developers shall serve a notice to the Purchaser/s/Allottee/s for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Purchaser/s/Allottee/s, the allotment of the Purchaser/s /Allottee/s shall be treated as cancelled and all sums deposited by the Purchaser/s/Allottee/s in connection therewith including the booking amount shall be returned to the Purchaser/s /Allottee/s without any interest or compensation whatsoever subject to what is stated hereinabove.

- 19.7 The Purchaser/s/Allottee/s and persons to whom the said Flat is/are permitted to be transferred, shall, from time to time, sign all applications, papers, and documents and do all acts, deeds and things, as the Developers may require for safe-guarding the interest of the Developers and/or the Purchaser/s/Allottee/s and other Purchaser/s/Allottee/s of the said Flat in the said Building being constructed on the said Plots.
- 19.8 The Purchaser/s/Allottee/s do/doth hereby expressly agree/s and covenant/s with the Developers that in the event if the Developers obtains part OC from MHADA in respect of the said Building and offer possession of the said Flat to the Purchaser/s/Allottee/s then the Developers shall have the right to complete the balance construction of the said Building without any interference and/or objection by the Purchaser/s/Allottee/s. The Purchaser/s/Allottee/s further confirm/s that he/she/they shall not object or dispute for carrying out balance construction work by the Developers on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Developers shall be entitled either to transfer or complete the balance construction of the said Building on the said Land through any of their nominee/s as they may desire in their absolute discretion without any interferences and/or objection by the Purchaser/s/Allottee/s

Developer

Allottee

- 19.9 The Purchaser/s/Allottee/s shall at no time demand partition of his/her/their interest in the said Building and/or in the said Property. It is hereby agreed and declared by the Purchaser/s/Allottee/s that his/her/their such interest in the said Building is impartible.
- 19.10 Nothing contained in these presents shall be construed to confer upon the Purchaser/s/Allottee/s any right, title or interest of any kind whatsoever in, to or over the said Property, said New Building and the said Flat or any part thereof. Such conferment shall take place only upon the said Society admits the Purchaser/s/Allottee/s herein as its member/s.
- 19.11 The said New Building shall always be known as “_____” and the said Society shall always be known as **“CHARKOP JOY CO-OPERATIVE HOUSING SOCIETY LTD.”**
- 19.12 Any delay or indulgences shown by the Developers in enforcing terms of this Agreement or any forbearance given or relaxing the payment schedule or of any installments thereof by the Developers shall not be construed as a waiver of any rights, on the part of the Developers.
- 19.13 The Developers shall not be responsible or liable for any consequences arising out of any change or modification or enactment or re-enactment, fresh interpretation of any law (State and Central), Rules, Regulations, Circulars, Notifications, and Bye-laws.
- 19.14 All communications shall be sent by the Developers to the Purchaser/s/Allottee/s whose name appears first viz. _____(Purchaser Names) and at the address given by him/her/them for all intents and purposes to consider as properly served on all the Purchaser/s/Allottee/s.
- 19.15 Headings used in this Agreement are for the purpose of convenience and reference only and shall not be deemed to reduce the scope of the clauses of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
- 19.16 The execution of this Agreement shall be complete only after the Agreement is duly stamped and executed by the Purchaser/s/Allottee/s

Developer

Allottee

and the Developers and registered at the office of the concerned office of Sub-Registrar of Assurances.

19.17 This Agreement shall, to the extent they are statutory, always be subject to the provisions contained in the said Act and rules made there under being re-enactment of MOFA and/or any other provisions of Law Applicable, thereto from time to time.

20. NOTICES: -

20.1 All Notices to be served on the Purchaser/s/Allottee/s as contemplated by this Agreement or required by law, shall be deemed to have been duly served, if sent to the Purchaser/s/Allottee/s by email and by Registered Post A.D. at their address specified below: -

Name: _____

Email ID: _____

Address:_____

20.2 All Notices to be served on the Developers as contemplated by this Agreement or required by law, shall be deemed to have been duly served, if sent to the Developers by email and by Registered Post A.D. at their address specified below: -

Name: _____

Email ID: _____

Address:_____

21. STAMP DUTY AND REGISTRATION CHARGES: -

21.1 The Purchaser/s/Allottee/s shall bear and pay the Stamp Duty and Registration charges on this Agreement and get this Agreement

Developer

Allottee

registered with the office of Sub-Registrar of Assurances at Bandra/Andheri/Borivali within the time limit prescribed by law.

22. DISPUTE RESOLUTION: -

- 22.1 It is mutually agreed between the parties hereto, that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Purchaser/s/Allottee/s of other Flat/Flat in the said Building and the Developers in respect of the interpretation of these presents or concerning anything herein contained or arising out of the said Flat/Flat or as the rights liabilities or the duties of the parties hereunder the same shall be subject to jurisdiction of courts in Mumbai.
- 22.2 Any dispute between the Parties hereto shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- 22.3 That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this Agreement.

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

THE FIRST SCHEDULE REFERRED HEREINABOVE:

[Description of the said Property]

All that piece and parcel of land admeasuring 1357 sq.mtrs bearing CTS No.1K/2/281 of village Charkop, Taluka - Borivali, Mumbai Suburban district and Sub District of Mumbai City and Mumbai Suburban together with the Building known as “_____” comprising of ground plus_____and _ upper floors situated, lying and being atSector-1, Charkop, Kandivali(West), Mumbai -400067 and bounded as follows:-

Developer

Allottee

On or towards East:

On or towards West:

On or towards North:

On or towards South:

THE SECOND SCHEDULE REFERRED HEREINABOVE:

[Description of the said Flat]

A Residential Flat/Flat bearing No. _____ admeasuring_____ sq. ft. Carpet up area as per RERA on the____floor in new building on the said Land consisting of ground and ____ level of podium and ____ upper floors to be known as“__”being constructed on the Property more particularly described in the First Schedule hereinabove written.

THE THIRD SCHEDULE REFERRED HEREINABOVE:

(Restricted Common areas and facilities),

The proportionate immediate area after landing abutting the main door of the said Flat.

Developer

Allotee

THE FOURTH SCHEDULE REFERRED HEREINABOVE:
(COMMON AMENITIES AND FACILITIES)

(Common area and facilities)

Pro- rata right along with all Purchaser/s/Allottee/s of the said Flat in the said
Property in common areas and facilities i.e. to say:

- Common passages,
- Refuge Area
- Entrance Lobby
- Lifts
- Landing, mid-landing and staircase
- Under Ground and Overhead water tank(s)
- Common plumbing line, sewerage line and drainage line.
- Meter Room,
- podium
- Common terrace above Top Floor.
- Society Office, Fitness Centre,
- Water line and power sub-station.

Developer

Allottee

COMMON SEAL by the within named "**DEVELOPERS**")
_____))
is hereunto affixed, pursuant to the Resolution passed)
by the Board of Directors in the meeting held on)
_____, in presence of his

Director _____)

who in token thereof, has put his hand)
to these present)
in the presence of.....)

Witnesses:
1.
2.

SIGNED SEALED AND DELIVERED)
by the withinnamed “**PURCHASER/S/ALLOTTEE/S**”)

1) _____)
2) _____)

in the presence of:)

Witnesses:
1.
2.

RECEIPT

Developer

Allotee

RECEIVED from the within named Purchaser/s/Allottee/s, a sum of **Rs. /- (Rupees Only)**, as agreed towards the full and final payment of total sale price and/or Consideration Amount of Rs. /- (/-) by an Account Payee Cheque/s Pay Order Drawn on Purchaser/s banker in the name of the said Developers, as more particularly within mentioned in the manner as follows:

Sr.No. Cheque no. Date Bank/Branch Amount

Total:_____/-

Rupees(_____-/-Only) has been paid, by the Purchaser/s, us to, under the terms, as within-mentioned.

Witnessess;

We Say Received as Above.

**WE SAY RECEIVED;
FOR.
Mr./ Mrs.**

DEVELOPERS

Dated this____day of_____, 2023

Developer

Allottee

SHREEJI CONSTRUCTIONS

...DEVELOPERS

AND

...PURCHASER/S/

ALLOTTEE/S

AGREEMENT FOR SALE

Annexure- A

PAYMENT SCHEDULE

	PAYMENT SCHEDULE DIVINE 3	
Sr.No	Activity	Percentage of work
1	Earnest money	10.00%
2	On commencement certificate	10.00%
3	on completion of Plinth	20.00%
4	on completion on 3rd Slab	3.00%
5	on completion on 6th Slab	3.00%
6	RCC Slab 9th Slab	2.00%
8	Internal walls, (BLOCK WORK) Wooden Doors frame of particular floor	5.00%
7	RCC Slab 12th.Slab	2.00%
9	Gypsum & Internal Plaster of particular floor	2.00%
10	RCC Slab 15th Slab	2.00%
11	RCC Slab 18th Slab	2.00%
12	RCC Slab 21st Slab	2.00%
13	Kitchen Platform, Electrical concealed of particular floor	3.00%
14	Internal Plumbing concealed (inside flat) waterproofing of particular floor	5.00%
15	Dado tiles &Flooring of particular floor	3.00%
16	Sanitary Fitting, Electrical works, Electrical fittings (inside flat) of particular floor	3.00%
17	Lift installation & Terrace waterproofing	5.00%
18	Internal Painting of particular floor	3.00%
19	Elevation/ EX Painting	5.00%
20	Staircase,Lift lobby , OH Tank & Fire Fighting, UG Tank & Compound wall, Entrance lobby	5.00%
21	Possession	5.00%
	TOTAL	100.00%

Developer

Allotee