

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this _____ day of _____ in the Christian Year Two Thousand and _____ **RPMG BUILDER & DEVELOPERS PVT. LTD.**, a Company incorporated under the provisions of the Companies Act, 1956 and having their office at 701-702, Ram Milan Premises Co-operative Society Ltd., Opp. State Bank of India, Subhash Road, Vile Parle (East), Mumbai 400 057, holding P.A.N. No. **AACCI5840H** through its duly authorized Directors _____ **AND** _____ hereinafter referred to as "**the DEVELOPERS**" (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 ONE PART

AND

- 1) _____ **Pan No.** _____
- 2) _____ **Pan No.** _____
- 3) _____ **Pan No.** _____
- 4) _____ **Pan No.** _____

adult/s, Mumbai, Indian Inhabitant/s having his/her/their address at _____,

_____ hereinafter referred to as "**THE FLAT PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, legal representatives, executors, administrators, successors and assigns) of the OTHER PART :

WHEREAS :

- (a) One M/s. Jayshree Builders (INDIA), as the Builders and Developer, developed the property bearing Final Plot Nos.66-B, Town Planning Scheme No. II, C.T.S. No.945/1 to 8 and 945/10 to 16 admeasuring about about 2107 Sq. yards equivalent to 1762 sq. mtrs. prior to set back and after deduction of setback admeasuring 2030 sq.yards of thereabouts

equivalent to 1697.26 sq. Mtrs. along with the structures standing thereon and now known as " Jayashree Apartment Co-operative Housing Society " consisting of ground plus 3 upper floors and constructed on or about 1980-81 of Vile Parle Town Planning Scheme No.II, within the "K" East Ward of the Municipal Corporation of Greater Mumbai at Village Vile Parle (East), Taluka Andheri, lying, being and situate at Prarthana Samaj Road, Vile Parle (East), MUMBAI 400 057 within the registration district and sub-district of Mumbai City and Mumbai Suburban and hereinafter referred to as "**the said property**" ;

- (b) The said M/s. Jayshree Builders (India) have duly sold and conveyed, assigned and transferred the said property unto and in favour of the **Developers** herein vide Deed of Assignment and Power of Attorney executed on or about 24/01/2013 and duly registered with the Sub-Registrar of Assurances, Bandra under No. BDR-1-1150-2013 & BDR-1-1151-2013. As mentioned in the said Deed of Assignment, Smt. Gulabben Natvarlal Shah and Others, the erstwhile owners of the said plot of land had transferred and conveyed the said plot of land to M/s. Jayshree Builders (India) vide Conveyance Deed dated 27th February, 1979. A copy of the Index II of the said documents is attached hereto and marked as **ANNEXURE "A"**, due to which if there is any obstacle in transferring the Conveyance to the Society then the Developers shall help the Society in procuring Deemed Conveyance in the name of the Society at cost and consequences of the Developer.
- (c) The said M/s. Jayshree Builders (India) having duly developed the said property and sold the premises therein on ownership basis, the premises acquirers in the said Building came together and got the said Society registered on 03/12/1988;
- (d) Thus, the said **SOCIETY** and its members are in continuous use, occupation and enjoyment and possession thereof and paying and discharging all the regular dues due and payable with respect thereto and the title to the individual premises on the said property more particularly described in the **SCHEDULE** hereunder written is clear and marketable subject to the charge created by some members on their respective premises, mentioned in **ANNEXURE 'B'**. The **SOCIETY**, has not created any such charge nor created by its Managing Committee Members, the General Body, either with respect to the **SOCIETY** land and Building and/or any part thereof and no writing, of any nature, has been executed by the **SOCIETY** in favour of any person / body ;
- (e) The **SOCIETY** Building admittedly being constructed on or before the year 1983, is of about 35 years old. As per the recent structural audit of the society building, heavy repairs, one time and recurring would have to be carried out to the **SOCIETY** building. In view of the heavy financial burden, only immediate and urgent structural repairs were conducted by the **SOCIETY** as advised by the Structural Auditor. The **SOCIETY** has unanimously rightly decided to re-develop the **SOCIETY** land and Building by demolishing the present structure and constructing a new Building/s thereon with the help of the **DEVELOPERS** herein;
- (f) The Special General Body Meeting held on 30/04/2017 had approved the draft of the Memorandum of Understanding, which was circulated in the said meeting, which permitted the DEVELOPER to use FSI upto 2.70

- and the balance FSI, if any, shall be shared equally by the SOCIETY and the DEVELOPER. Further, the revised condition by the DEVELOPER that it be allowed to use FSI upto 2.97 (Due to Road Width and DCPR 2034) due to increased cost, without corresponding benefit to the SOCIETY but keeping the commercial offer in their letter dated 26/10/2015 unchanged, was approved by the SOCIETY in its Special General Body meeting held on 12/04/2018 and 13/05/2018 which also resolved and empowered the Chairman, Secretary, Treasurer and a Managing Committee member Mr. Bhupen Chhadva to execute this Memorandum of Understanding and have the society's seal affixed thereto ;
- (g) Thus the **SOCIETY** hereby approves, confirms and accepts the said proposal of the **DEVELOPERS** for grant of development rights and permissions to demolish the existing building and reconstruct new multi-storey building/s by consuming the FSI of the **said property** and by consuming the TDR credit of any DRC and the TDR/FSI Area that shall be available for construction including the Fungible F.S.I., Road Width FSI Advantage, DCPR 2034, Civil Aviation Funnel Zone TDR Advantage, and the **DEVELOPERS** accordingly, undertake to use the TDR/FSI, in accordance with the Development Control Regulation for Greater Mumbai 1991, as also D.C. Regulations to be framed, and the Fungible F.S.I. and any additional FSI/TDR etc. that is made available after execution of these presents, after consuming the aforesaid FSI/TDR, shall always belong to the Society on account of changes or additions in Development Control Rules and Regulations thereto on execution of these presents, as resolved at its Special General Meeting held on 12/04/2018 and 13/05/2018.
- (h) In pursuance of the said Understanding arrived at between the **SOCIETY** and the **DEVELOPERS**, the **SOCIETY** has agreed to grant re-development rights of the **said Property** to the **DEVELOPERS** for the consideration, on certain terms and conditions broadly hereinafter recorded
- (i) The **Developers** are entitled to sell on ownership basis premises, Flats, car parking spaces, open spaces, terraces and other rights therein and other premises in the said building/s ;
- (j) The Purchaser/s has/have seen the building plans in respect of the said building as at present envisaged and approved by the Brihan Mumbai Mahanagarpalika under I.O.D. No _____) dated _____;
- (k) The Advocate of the **Developers** have certified the title of the said property and have issued Title Certificate certifying the title to the **said property**, to be clear and marketable and free from all encumbrances of any nature whatsoever ;
- (l) The Promoters / Developers have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority under No. _____. The authenticated copy is attached hereto as **Annexure "A"** ;
- (m) The **Developers** have entered into a standard Agreement in respect of the **said property** with Architect _____, registered with the Council of Architects and the said Agreement is as per the Agreement prescribed by the Council of Architects ;

- (n) on demand from the Allottees / Flat Purchaser, the Promoter has given inspection to the Allottees of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/s. ANJ Engineering Consultants LLP and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- (o) The **Developers** have appointed a Structural Engineer for the preparation of the structural design and drawing of the building and the **Developers** shall accept the professional supervision of the Architects and the Structural Engineer till the completion of the building and completion of development. The **Developers** have in accordance with the sanctioned plans and other relevant documents of the **said property** commenced the construction of the building/s to be known as "_____";
- (p) The Flat Purchaser/s only after having satisfied with the documents referred to above and annexed hereto, has/have agreed to enter into these presents with the **Developers** in the manner appearing hereinafter and in future the Flat Purchaser/s shall not be entitled to raise any objection for the same in any manner whatsoever ;
- (q) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure " "** ;
- (r) The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure " "** ;
- (s) The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure " "** ;
- (t) the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building ;
- (u) while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority ;
- (v) the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans ;
- (w) The Flat Purchaser/s has/have entered in to this agreement with full knowledge of all terms and conditions contained in the documents, papers, orders, schemes etc., recited and referred to above. The Flat Purchaser/s has/have applied to the **Developers** for allotment of the **Flat No. _____** in _____ wing Admeasuring about _____ Sq. Mtrs. carpet Area i.e _____ Sq.ft RERA Carpet Area (including Fungible

- F.S.I. and excluding other elevation features free of F.S.I.), on the _____ floor, in the building to be known as “**Zee Jayashree**”, hereinafter referred to as “ **the said Flat** ” and more particularly described in the **SECOND SCHEDULE** hereunder written, being developed on the said property, which is more particularly described firstly in the **FIRST SCHEDULE** hereunder written ;
- (x) the carpet area of the said Apartment/ Premises is _____ **Sq. Mtrs. carpet** Area i.e _____ Sq.ft RERA Carpet Area and " carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment ; However the said carpet area is subject to variation of 3% thereto due to planning constraints and implementation thereto and which is hereby accepted and condoned by the purchasers.
- (y) prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. _____/- (Rupees _____ Only), being the part payment of the sale consideration of the Apartment / Premises agreed to be sold by the Promoters to the Allottees as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing ;
- (z) U/s.13 of the said Real Estate Regulation Act, 2016, the Promoter is required to execute a written Agreement for sale of said Apartment / Premises with the Allottees, being in fact these presents and also to register said Agreement under the Registration Act, 1908 ;
- (aa) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking (if applicable) ;
- (bb) Relying upon the said application, declaration and agreement, the **Developers** has/have agreed to sell to the Purchaser/s the **said Flat** at the price and on the terms and conditions hereinafter appearing ;
- (cc) The Purchaser/s has/have demanded from the **Developers** and the **Developers** has/have given inspection to the Purchaser/s of all the documents of title relating to the said property, the plans, designs and specifications prepared by the **Developer's** Architects and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “ the said Act ”) and the Rules made thereunder including the presently amended plans in lieu of the latest M.C.G.M. Circular on the use and sale of F.S.I. and T.D.R., balcony and elevation features and the car parking spaces and the Purchaser/s is/are satisfied with the same and accepts the same as final and binding ;

- (dd) Copy of Certificate of title, copy of the property card in respect of the **said property** and the typical floor plan of the premises agreed to be purchased by the Purchaser/s and copy of the I.O.D. bearing reference No. _____ dated _____ are hereto annexed and marked as **Annexures** “ ” and “ ” ;
- (ee) The condition precedent accepted and admitted by the Purchaser/s being the usage and sale of the F.S.I. and T.D.R. of the **said property** including due to any change in Laws or new Rules or amendment to the Act brought about by the competent authority shall be exclusively used and enjoyed and premises constructed and sold by the **Developers**, till the conveyance of the **said property** in favour of a duly registered Society;
- (ff) The parties hereto now intend to record the aforesaid recitals and the terms and conditions and sale compensation and hence, are desirous of entering into and executing these presents as under :

NOW IT IS HEREBY MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The aforesaid recitals shall form an integral part of these presents as if specifically set out and traversed herein verbatim.
2. The **Developers** shall construct building/s to be known as “_____” consisting of stilt/basement/podium and ____ upper floors with _____(hereinafter referred to as “the said Building/s”) on the **said property**, being, lying and situate within the registration district and sub-district of Brihan Mumbai and more particularly described in the **FIRST SCHEDULE** written hereunder (hereinafter for brevity's sake is referred to as “the said property”).
3. The **Developers** has/have informed the Purchaser/s and the Purchaser/s is/are aware that the **Developers** have to utilize for the purpose for development of the **said property**, the F.S.I. of the **said property**, whether existing or as per the newly amended Laws for utilization of extra F.S.I. and the F.S.I. of other properties by way of Transferable Development Rights (T.D.R.) and the same shall be used and consumed, enjoyed and premises constructed and sold by the **Developers** without any objection from the Purchaser/s herein, either in the capacity as a Premises Acquirer and/or as a member of the Society to be formed and registered in due course.
4. The **Developers** shall in the course of development of the **said property** amend and alter the building plans as may from time to time be deemed necessary and expedient and more so, in lieu of the present newly amended Laws and Circulars being issued by the competent authority for the development of immovable properties and the Purchaser/s hereby consents and provides his/her/their permission and No Objection for the same.
5. The Purchaser/s irrevocably give/s his/her/their consent to the **Developers** carrying out such amendments, alterations, modifications in the said building

plans as may from time to time be deemed necessary and expedient by the **Developers**. It is agreed by the **Developers** that the **Developers** shall obtain prior consent in writing of the Purchaser/s in respect of any variations or modifications in the building plans which may adversely affect the residential premises i.e. the **said Flat** agreed to be purchased by the Purchaser/s hereinafter mentioned.

6. The said building shall be constructed by the **Developers** in accordance with the building plans prepared by the Architects and sanctioned by the concerned authorities as aforesaid with such modification and/or amendments thereto as the **Developers** may incorporate therein as aforesaid. The **said Flat** in the said building/s shall contain amenities as per the particulars given in the annexure attached hereto and marked as **Annexure "D"**.
7. The sanctioned building plan from the concerned authorities in respect of the said building will remain open for inspection on all working days during the office hours at the building site and also at the registered office at _____, subject to prior intimation being tendered by the Purchaser/s to the **Developers** to keep the same ready for inspection.
8. The Purchaser/s has/have prior to the execution of this agreement satisfied himself/ herself/themselves about the title of the **Developers** to the said property described in the **FIRST SCHEDULE** hereunder written and the Purchaser/s shall not be entitled to further investigate the title of the **Developers** and no requisition or objections shall be raised upon any matter relating thereto in any manner henceforth.
9. The **Developers** shall sell to the Purchaser/s **Flat No.** _____ , _____ Sq Mtrs. **carpet** Area i.e _____ Sq.ft RERA Carpet Area (including Fungible F.S.I. and excluding other elevation features free of F.S.I.) on the _____ floor, in the said building/s now being constructed on the said property known as "**Zee Jayashree**" The Plans in respect of the said premises are hereto annexed and marked as **Annexure " "**, being the proportionate price of the common areas and facilities appurtenant / available to the said premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **THIRD SCHEDULE** annexed herewith. (the price of the Apartment / premises including the proportionate price of the common areas and facilities and parking spaces should be shown separately).
10. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered / stilt / basement / podium stack / mechanical / cantilever / pit puzzle parking space bearing No. _____ situated in the Basement and/or stilt and/or podium constructed in the layout for the consideration of Rs. _____/-.

11. Difference in area as per MCGM and Agreement should be ignored upto 1% and if the difference is more than 1% then same to be compensated as after ignoring 1% at the rate of Rs. _____ per sq.ft.
12. Also if the difference between physical Measurement & Agreement area is more than 3% then the same shall be ignored and the difference more than 3% should be compensated at the rate of Rs. _____ per sq.ft.
13. The Purchaser/s / Investor/s shall be liable to pay to the Developers / Promoters herein an amount of Rs.1,00,000/- as refundable interest free security deposit for availing of the said new premises for fits outs, furnitures and fittings, so as to ensure no garbage, thrash, etc. is kept back / dumped in the common open spaces of the new Building, there is no damage to the common open spaces or property of the new Building in any manner while usage of the passage, lift, etc. in the new Building by the Flat Purchaser/s / Investor/s in any manner whatsoever and for payment of any unpaid taxes, amounts, charges, etc. and for due compliance of their obligations during such period. Incase of any breach, default, non-compliance and/or failure on the part of the Purchaser/s / Investor/s in the due and timely compliance of their obligations, the Developers / Promoters herein shall provide the Purchaser/s / Investor/s 5 days to remedy such breach and default, failing which the said interest free security deposit shall be forfeited by the Developers / Promoters to the due compliance of the said breach and default and incase of any shortfall thereto, the same shall form a charge on the said premises and incase of any amounts lying in excess with the Developers/Promoters after deducting such expenses, the same shall be refunded back to the Purchaser/s / Investor/s without any interest thereon within 30 days from the date of having paid off / incurred such amounts and expenses by the Developers / Promoters. However, in case of due compliance of the same by the Purchaser/s / Investor/s, then the Developers / Promoters shall on such application being made to them, after scrutiny of the entire new Building and open spaces and the taxes and maintenance payable in respect thereof, refund the said security deposit amount without any interest thereon within 7 days from the date of having satisfied themselves of due compliance thereof by the Purchaser/s / Investor/s.
14. The total aggregate consideration amount for the apartment including garages /covered parking spaces is thus Rs._____/-.G.S.T., Stamp Duty, Registration Charges and other incidental Charges and New Taxes will be duly Charged separately as Applicable. The Flat Purchaser/s shall bear and pay his/her/their respective Income tax, T.D.S., G.S.T., etc. and all other expenses and amounts including the professional fees of the Advocates.
15. The Allottee 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 the Promoter the balance amount of Rs._____/ - (Rupees _____

_____ Only) in the following manner :-

NO	PARTICULARS	%	AMOUNT
1	Before execution of this agreement / Advance payment	10	
2	After the execution of Agreement	20	
3	Completion of the Plinth	15	
4	Commencement of Stilt Floor	2	
5	Commencement of 1st Slab	2	
6	Commencement of 2nd Slab	2	
7	Commencement of 3rd Slab	2	
8	Commencement of 4th Slab	2	
9	Commencement of 5th Slab	2	
10	Commencement of 6th Slab	2	
11	Commencement of 7th Slab	2	
12	Commencement of 8th Slab	2	
13	Commencement of 9th Slab	2	
14	Commencement of 10th Slab	2	
15	Commencement of th Slab	2	
16	Commencement of th Slab	2	
17	Commencement of Walls	1	
18	Commencement of Internal plaster	1	
19	Commencement of floorings	1	
20	Commencement of doors	1	
21	Commencement of windows	1	
22	Commencement of Sanitary fittings	1	
23	Commencement of staircases	1	
24	Commencement of lift wells	1	
25	Commencement of Sanitary lobbies	1	
26	Commencement of external plumbing	1.25	
27	Commencement of external plaster	1.25	
28	Commencement of elevation	1.25	
29	Commencement of terraces with waterproofing	1.25	
30	Commencement of lifts work	1.25	
31	Commencement of water pumps	1.25	
32	Commencement of electric fittings	1.25	
33	Commencement of electro	1.25	
34	Commencement of mechanical and environment requirements	1.25	
35	Commencement of entrance lobby/s	1.25	
36	Commencement of plinth protection	1.25	
37	Commencement of paving of areas	1.25	
38	At the time of handing over possession	5	
	TOTAL	100	

16. Notwithstanding anything contained herein contrary thereto and without prejudice to the above and the Developers other rights under this Agreement and/or in Law, the Developers may at its option accept from the Purchasers, the payment of the defaulted installments/s at the rate of 18% per annum for the period for which the payments has been delayed from the date of default till the realization of the same.
17. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].
18. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
19. The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ 18% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
20. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed hereinabove.
21. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name/s as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to

object/demand/direct the Promoter to adjust his/her/their payments in any manner. Each of the installments mentioned hereinabove shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

22. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
23. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Premises] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement, subject to the simultaneous completion of construction by the Promoter as provided hereinabove.
24. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1218.9 square meters only and Promoter has planned to utilize Floor Space Index of 3.24 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 3.24 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
25. If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Premises] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
26. Without prejudice to the right of promoter to charge interest in terms of what is set out hereinabove, on the Allottee committing default in

payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/their 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 its own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment / Premises which may till then have been paid by the Allottee to the Promoter.

27. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'I'**, annexed hereto.
28. The Promoter shall give possession of the Apartment to the Allottee on or before _____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by it in respect of the Apartment with interest at the same rate as is mentioned herein and/or under the Real Estate Regulation Rules from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.
29. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of
 - war, civil commotion or act of God;
 - any notice, order, rule, notification of the Government and/or other public or competent authority/court.
30. Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 15 Days (fifteen days from the date of issue

of such notice and the Promoter shall give possession of the [Apartment/Premises] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

31. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.
32. Failure of Allottee to take Possession of [Apartment/Premises]: Upon receiving a written intimation from the Promoter as set out herein, the Allottee shall take possession of the [Apartment/Premises] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Premises] to the allottee. In case the Allottee fails to take possession within the time provided herein and in the Act, such Allottee shall continue to be liable to pay maintenance charges as applicable.
33. If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
34. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop/godown for carrying on any industry or business. He/She/They shall use the garage or parking space only for purpose of keeping or parking vehicle.
35. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative

Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

36. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
37. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs._____/ - per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case maybe.
38. The Allottee shall pay to the Promoter a sum of Rs.25,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
39. Notwithstanding anything contained herein contrary thereto and without prejudice to the above and the Developers other rights under this Agreement and/or in Law, the Developers may at its option accept from the Purchasers, the payment of the defaulted installments/s at the rate of **18%** per annum for the period for which the payments has been delayed from the date of default till the realization of the same.
40. It is expressly agreed and the Purchaser/s is/are aware that as a result of changes in the building plans of the said building/s, the share of the said premises and/or the Purchaser/s in the said common areas and facilities

may increase or decrease. The Purchaser/s hereby expressly consent/s to such changes in the said share and hereby expressly authorize the **Developers** to so increase or decrease the said share of the premises and/or of the Purchaser/s in the said common areas and facilities of the said building/s and/or the said property and the Purchaser/s hereby irrevocably agree/s to accept the said share as changed as aforesaid.

41. It is hereby expressly agreed that the time for payment of each of the aforesaid installments of the purchase price as set out in clause _____ above shall be the essence of the contract. The phase/stage in which the construction shall be in / the respective monthly installments, whereby the aforesaid installment shall become due and payable shall be intimated by the **Developers** to the Purchaser/s calling upon him/her/them to make the payment of the said installment within 15 days from the date of receipt of the said notice. Notwithstanding anything contrary hereto, such notice or intimation shall not be necessary/compulsory or condition precedent for payment of the said installments, as the Purchaser/s shall anyways be liable to make the payment of the installments mentioned hereinabove on time and without any default therein.
42. The possession of the said premises shall be given by the **Developers** to the Purchaser/s on or before March 2019, subject to the availability of cement, steel, water and other building materials and subject to strikes, civil commotion or any act of God such as earthquake, flood or any other natural calamity and acts or other causes beyond the control of the **Developers**, with a grace period thereto of 6 months. If the **Developers** shall fail to give possession of the said premises on the aforesaid date and/or such further date as may be mutually extended, then it shall be at the option of the Purchaser/s to terminate this Agreement in which event the **Developers** shall forthwith on demand refund to the Purchaser/s all the monies paid by the Purchaser/s to the **Developers** herein together with simple interest at the rate of 9% per annum from the date of receipt of the amounts by the **Developers** and until such amounts are refunded such amount and interest shall be a charge on the said property together with construction (if any) thereon to the extent of the amounts due to the Purchaser/s, subject to provisions of Section 8 of the Maharashtra Ownership Flats Act, 1963. including R.E.R.A., 2016.
43. Nothing contained in this agreement shall be construed so as to confer upon the Purchaser/s any right whatsoever into or over the said property or the said building/s or any part thereof including the said premises. It is agreed by and between the parties that such conferment shall take place on the execution of the Deed of Assignment/Conveyance in favour of a registered body/on formation and registration of the Society or Condominium and execution of deed of apartment in favour of the Purchaser/s as hereinafter mentioned.
44. The Purchaser/s shall have no claim save and except in respect of the premises agreed to be sold to him/her/them. All open spaces, lobbies, car parking spaces, terrace and other premises will remain the property of the

Developers until the said building is transferred to the Co-operative Society/Condominium as hereinafter mentioned, subject, however, to the rights of the **Developers** as herein stated and/or as may have been created prior to such handing over of the said property to the registered body of occupants in the Building/s and/or any right of extension or renewal of contract of such rights, shall solely lie with the **Developers**.

45. It is hereby expressly agreed that the **Developers** shall be entitled to sell the premises in the said building for the purpose of using the same as residential/commercial purposes or such other user as may be permitted by the concerned authorities and/or any other use that may be permitted by the said authorities and the Purchaser/s shall be entitled to use the said premises agreed to be purchased by him/her/them accordingly and similarly the Purchaser/s shall not object to the use of the other premises in the said building/s for any permissible purposes by the respective purchaser/s thereof.

46. IT IS HEREBY EXPRESSLY AGREED that the terrace on the said building shall always belong to the **Developers** and it shall be entitled to deal with and/or dispose off the same in such a manner as it may deem fit. In the event of the **Developers** obtaining permission from the concerned authorities for constructing one or more premises on the terrace and/or erection of hoarding/s and/or mobile towers, then the **Developers** shall be entitled to sell such premises that may constructed/erect such hoardings and/or mobile towers, on the terrace together with the terrace to such person/s at such rate and on such terms as the **Developers** may deem fit. The **Developers** shall be entitled in that event to allow use of such entire terrace to the purchaser/s of such premises proposed or constructed on the terrace and the terrace shall then be in exclusive possession of the purchaser/s of such premises proposed to be constructed on the terrace and incase of hoarding/s and/or mobile towers, the entry and exist of the Company/person erecting the same, the maintenance and management of the same shall be permitted accordingly and not objected to by the Purchaser/s herein. In the event of the **Developers** constructing more than one premises on the terrace, the **Developers** shall be entitled to sell the concerned premises together with the portions of the terrace proportionate to and/or appurtenant thereto. The Society/Condominium to be formed by the purchasers of premises as stated hereinafter shall admit as its members the purchaser/s of such premises that may be proposed or constructed on the terrace with the exclusive right to them in the terrace as aforesaid. In the event of any water storage tank on the terrace with the exclusive right to storage tank for the said building being constructed or any other common facility being provided on the terrace, then the Society/Condominium shall be entitled to depute its representatives to go to the terrace for the regular check up and up keep and for carrying out repairs to the tank/tanks and/or such common facility at all reasonable times and/or during such times as may be mutually agreed upon by the purchaser/s of such premises on the terrace of the building.

47. Until execution and registration of the Conveyance/Deed of Apartment as mentioned herein, the **Developers** shall have full right, if so permitted by the concerned authorities, to make additions to the said building/s and such additions (additional construction) shall be the property of the **Developers**. The **Developers** shall be entitled to dispose off such additional constructed area (including additional floors) in such manner as it may deem fit. It is expressly agreed and confirmed by the Purchaser/s that the right of the **Developers** to put up additional floor/s on the said building/s is an integral part of this contract for the sale of the said premises to the Purchaser/s and the Purchaser/s hereby expressly agree/s that he/she/they will not in any manner object to the **Developers** carrying out any additional construction in the said building/s and/or on the said property. The Purchaser/s hereby give/s his/her/their irrevocable consent to the **Developers** carrying out construction of additional floors/areas on the said building/s or the additional structure on the said property as aforesaid. All such additional construction shall be carried out in accordance with and in conformity with the building plans as may be approved by the concerned authorities.
48. IT IS HEREBY EXPRESSLY AGREED that so long as it does not in any way effect or prejudice the rights hereunder granted in favour of the Purchaser/s in respect of the said premises, the **Developers** shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off its right, title or interest in respect of the said property. The **Developers** shall also be free to construct sub-station for electricity office, office for Co-operative Society/Condominium, open spaces, underground and overhead tanks, structures, watchman's cabin, toilet units for servants, septic tank and soak pits on the said property. The Purchaser/s shall not interfere with the rights of the **Developers** by raising any disputes in the Court of law under Section 7 of Maharashtra Ownership Flats Act, 1963, the Real Estate Regulation Act, 2016 and/or under any other provisions of any other applicable law. The **Developers** 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 authorities of building/s for implementation of the scheme for development of the said property.
49. As soon as the said building is notified by the **Developers** as complete, the Purchaser/s herein shall pay the respective arrears of the price payable by him/her/them within 15 days of such notice served individually or to be put in any prominent place in the said building/s. If any of the Purchaser/s fail/s to pay the arrears in spite of the notice, the **Developers** will be entitled to terminate the Agreement with such Purchaser/s and subject to forfeiture of the earnest money or deposit paid firstly, as liquidated damages.
50. The said building shall be constructed and completed in accordance with the plans and specifications as approved by the concerned authorities as aforesaid with such modifications thereto as may be made by the **Developers** as hereinabove set out.

51. The **Developers** shall in respect of any consideration amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement will have first lien and charge on the said premises agreed to be allotted to the Purchaser/s.
52. The said property after re-development thereof shall be conveyed to a Co-operative Housing Society to be formed and registered for the said building/s under the provisions of the Maharashtra Ownership of Flats Act, 1963 / declaration will be made under the provisions of Maharashtra Apartment Ownership Act, 1970. The said Society/Condominium shall be registered only after the said property shall have been fully developed and all the flat and other premises in the said property are sold and disposed off and the entire dues have been received by the **Developers**. The Purchaser/s shall become a member of the said Society/Condominium (which is to be formed and registered solely for the purpose of the said building/s) and the **Developers** shall execute the Deed of Conveyance/Deed of Apartment in respect of the said property with the said building/s in favour of the said Co-operative Society/Condominium. Until such Deed of Conveyance is executed, the right of the Purchaser/s hereunder shall be confined only to the said premises and the Purchaser/s and/or the Society/Condominium to be formed and registered for the purpose of the said building/s shall have no right on any portion of the said property. The conferment of right shall take place only in respect of the said property and the said building/s in favour of the Co-operative Society on the execution of the Deed of Conveyance in its favour as aforesaid or registration of the Condominium and the execution of Deed of Apartment, under the provisions of Maharashtra Apartment Ownership Act, 1970.
53. The Deed of Conveyance in respect of such Co-operative Society shall be executed/declaration shall be registered as required under the provisions of Maharashtra Ownership of Flats Act, 1963 / Maharashtra Apartment Ownership Act, 1970 only after the said property shall have been fully developed as aforesaid. Even after the Co-operative Society/Condominium for the said building/s shall have been formed and registered as aforesaid, the **Developers** shall have full right and authority to develop the said property and the entire floor space index of the said property as also additional FSI that may be obtained as and by way of TDR and/or under the other provisions of the Development Control Regulations as aforesaid and the change in Laws as may be applicable shall continue to be under the ownership and control of the **Developers** who shall be entitled to utilize the same for its benefit in development of the said property and the Purchaser/s and/or the said Society/Condominium to be formed and registered of the said building/s as aforesaid shall have no right of any nature whatsoever in respect thereof.
54. So long as the various premises in the said building/s shall not be separately assessed by the local body for the purposes of property taxes, water charges and rates, the Purchaser/s shall pay the proportionate share of such taxes, rates and other outgoings assessed on the whole building/s. The Purchaser/s shall tentatively pay Rs._____/ - per month every month

without any default thereto, to the **Developers** for the above, till the formation and registration of the said Society/Condominium.

55. The **Developers** shall be liable to pay only the Municipal rates and taxes at actual in respect of the unsold flats. In case the Deed of Conveyance is executed in favour of the Co-operative Society before the disposal of the **Developers** entire/all Flats and other premises, then, in such case, the **Developers** shall join as a member of the said Society/Condominium and as and when such premises are sold to the persons of the choice and at the discretion of the **Developers**, the Co-operative Society/Condominium shall admit as members the Purchaser/s of such premises without charging any premium or any other extra payment.
56. The Purchaser/s shall maintain at his/her/their own costs the said premises agreed to be purchased by him/her/them in the same condition, state and order in which it is delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the Government, local bodies and authorities, electricity supply company, the Co-operative Society/Condominium and shall attend to, answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions and covenants contained in this Agreement.
57. The Purchaser/s agree/s to pay total consideration amount payable under the terms of this Agreement as and when they become due and payable without waiting for the said notice/intimation from the **Developers** for the same, as set out hereinabove. Further the **Developers** are not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts due on the respective due dates or events.
58. The Purchaser/s hereby covenants with the **Developers** to pay the consideration amount liable to be paid by the Purchaser/s under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the **Developers** fully indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the **Developers**. The Purchaser/s also agree/s and undertake/s to give all the facilities to the **Developers** to carry out additional construction work in the said building/s now under construction.
59. The Purchaser/s agree/s and undertake/s from time to time to sign and execute the application for the formation and registration of the Society/Condominium including the Bye-Laws of the proposed Society/Condominium within ten days of the intimation by the **Developers**. No objections shall be raised to the changes in the draft Bye-Laws as may be required by the Ld. Registrar of Co-operative Societies, "K" East Ward, Mumbai and/or other concerned authorities / for Condominium. The Purchaser/s shall be bound from time to time to sign all the papers and documents and all other deeds as the **Developers** may require him/her/them to do from time to time for safeguarding the interest of the

Developers and the Purchaser/s of other premises in the said building/s. Failure to comply with the provisions of this clause will render this Agreement *ipso facto* to come to an end. The Purchaser/s shall ensure that as and when the **Developers** shall so require, the Co-operative Society/Condominium shall pass the necessary resolution confirming the right of the **Developers** as aforesaid to carry out additional construction work on the said building and also confirming the right of the **Developers** to sell on ownership basis the additional premises in the said building to be constructed on the said property.

60. The Purchaser/s hereby agree/s that in the event of any amount becoming payable by way of levy or premium to the concerned local authority or to the State Government or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the said property and/or the various premises to be constructed thereon, the same shall be reimbursed by the Purchaser/s to the **Developers** in the proportion of the area of the said premises to the total area of all the premises in the said building/s.
61. The Purchaser/s shall on demand, deposit with the **Developers** his/her/their proportionate share towards the installation of water meter and electric cable meter and/or any other deposit to be paid by the **Developers** to the local authority or body concerned and/or any other concerned authority.
62. The Purchaser/s shall at the time of making payment of the installments mentioned as agreed herein, will also pay to the **Developers** a sum as mentioned in Clause _____ hereunder which will be held by the **Developers** as deposit, without interest and the **Developers** shall be entitled to utilize such deposits towards payment of taxes and other outgoings. In the event of the Purchaser/s making any default in payment thereof regularly as agreed to herein by him/her/them, the **Developers** will have right to take legal action against the Purchaser/s for recovering the same. After the Society/Condominium as aforesaid shall have been formed and registered, the said building/s shall be transferred and/or assigned to the Society/Condominium and the **Developers** shall hand over the said deposit or the balance thereof to such Society/Condominium.
63. The Purchaser/s shall allow the **Developers** and its Surveyors and Agents with or without workmen and others at all reasonable times to enter upon his/her/their premises or any part thereof for the purpose of repairing any part of the said building/s and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for the said building/s and also for the purpose of cutting off the supply of water and other services to the premises of any other premises owners in the said building/s in respect whereof the Purchaser/s or user/s or occupier/s of such premises as the case may be shall have committed default in payment of his/her/their share of the local body property taxes

and other outgoings as also in the charges for electricity consumed by them.

64. In the event of the said Society/Condominium being formed and registered before the sale and disposal by the **Developers** of all the premises in the said building/s, the powers and authority of the Society/Condominium and the purchasers of the premises therein shall be subject to the powers of the **Developers** in all the matters of additional structures and all amenities pertaining to the same and in particular the **Developers** shall have absolute authority and control as regards any unsold premises and the sale thereof. The **Developers** shall have a right to complete the said building and to sell and dispose off for the benefit of the **Developers** all unsold premises in the said property.
65. The Purchaser/s shall not at any time demolish or do or cause to be done any additions or alterations of whatsoever nature in the said premises or any part thereof without obtaining prior written permission of the **Developers**. The Purchaser/s shall keep the said premises, walls, partitions, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and conditions and in particular the said building/s other than his/her/their premises. The Purchaser/s shall not make any alterations in the outside elevations and outside colour scheme of the premises to be allotted to him/her/ them.
66. After the possession of the said premises is handed over to the Purchaser/s, if any additions or alterations in or about or relating to the said building/s are required to be carried out by the Government, local authority or any other statutory authority, the same shall be carried out by the purchaser of various premises in the said building/s including the Purchaser/s herein at his/her/their own costs and the **Developers** shall not be in any manner liable or responsible for the same.
67. The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said building/s or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other premises in the said building/s. However, it is clarified that this does not cast any obligation upon the **Developers** to insure the building/s or premises agreed to be sold to the Purchaser/s.
68. After the said building and premises to be constructed by the **Developers** on the said property are complete and ready for occupation and after the Society/Condominium for the said building as aforesaid is registered and only after all the premises in the said building/s shall have been sold and disposed off by the **Developers** and the **Developers** shall have received all dues payable to them under the terms of the Agreements with the purchasers of all the premises in the said building/s, the **Developers** shall execute Deed of Conveyance/Deed of Apartment in favour of the said Society / Condominium in respect of the said property and the said building/s as provided herein. Until the execution of the Deed of

Conveyance/ Apartment, the possession of the said property and the said building/s and the premises thereon shall be deemed to be of the **Developers** and the purchasers who shall have been given possession of the premises agreed to be sold to him/her/them shall be merely a licensee thereof.

69. The Purchaser/s will lodge this Agreement for registration with the Sub-Registrar of Assurances, Bandra / Khar / Andheri / Vile Parle, Mumbai and the **Developers** will attend the office of the Sub-Registrar of Assurances, Bandra / Khar / Andheri / Vile Parle, Mumbai and admit execution thereof, either personally or through its duly Constituted Attorney, after the Purchaser/s informs them of the number under which it is lodged for registration by the Purchaser/s.
70. All letters, circulars, receipts and/or notices to be issued by the **Developers** dispatched under R.P.A.D., Courier, and Certificate of Posting to the address known to it of the Purchaser/s will be sufficient proof of the receipt of the same by the Purchaser/s and shall completely and effectually discharges the **Developers**. For this purpose, the Purchaser/s has/have given the following address :

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

71. Joint Allottees : That in case there are Joint Allottees all communications shall be sent by thePromoter to the Allottee whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottees.
72. The Purchasers shall on or before taking the new premises for furniture, fixture and fitouts keep deposited refundable/non refundable with the Promoters the following amounts:-

i)	Rs.25,000/-	Lump sum amount of legal charges for this agreement of the Society/ Condominium ;
ii)	Rs.1,100/-	for share money, application and entrance fee of the Society/ Condominium ;
iii)	Rs. 25,000/-	for formation and registration of the Society or Organization
iv)	Rs. 30,000/-	towards electric connection charges & water meter charges
v)	Rs. 15,000/-	towards Mahanagar gas charges
vi)	Rs. /-	toward society maintenance charges (Rs. 15/- per

		Sq. ft. for 18 Months)
vii)	Rs. /-	Towards the development charges 500 Rs. Per Sq.Ft.

In case of any deficit in this regard,, the Purchaser/s shall forthwith on demand, pay to the Developers her proportionate share to make up such deficit.

73. The Purchaser/s hereby agree/s that in the event of any amount by way of premium or security deposit or fire cess, betterment charges or development tax or security deposit for the purpose of obtaining water/electric/cable connection for the said building/s or for any other purpose or any other tax or payment of a similar nature is paid to the Municipal Corporation or State Government or becoming payable by the **Developers**, the same shall be reimbursed by the Purchaser/s to the **Developers** in proportion in which the area of the said premises agreed to be acquired by the Purchaser/s shall bear to the total built up area available for construction on the said property and in determining such amount, the decision of the **Developers** shall be conclusive and binding upon the Purchaser/s.
74. It is further agreed between the **Developers** and the Purchaser/s that at the time of execution of Deed of Conveyance/Apartment in favour of the Co-operative Society/Condominium, the Purchaser/s herein and/or the said society shall reimburse to the **Developers** I.O.D. deposits and other refundable deposits paid by the **Developers** in respect of the said building/s.
75. The declaration and Deed of Apartments under the provisions of Maharashtra Apartment Ownership Act, 1970 or the Deed of Conveyance under the provisions of Maharashtra Ownership of Flats Act, 1963 and other documents for transfer of the title in favour of the Condominium/Society, respectively, in respect of the said property and the building/s shall be prepared by the **Developers** Advocate/s and the same will contain such covenants and conditions as the said Advocate/s shall think reasonable and necessary having regard to the development of the said property.
76. Any delay or indulgence by the **Developers** in enforcing the terms of this Agreement or any forbearance or giving time to the Purchaser/s shall not be considered as a waiver on the part of the **Developers** of any breach or con-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the remedies of the **Developers**.
77. The **Developers** shall be entitled to alter the terms and conditions of the Agreement relating to the unsold/additional premises in the said property of which the aforesaid premises form part and Purchaser/s shall have no right to object to the same.

78. The Purchaser/s himself/herself/themselves with intention to bind all persons into whosoever hands the said premises may come, doth hereby covenant/s with the **Developers** as follows:
- (a) to maintain the said premises at Purchaser/s costs in good tenantable repair and condition from the date the possession of the said premises is taken and shall not do or suffer to be done anything in or to the said building/s in which the said premises is situated and also in the staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/ alter or make addition in or to the building/s in which the said premises is situated and the said premises itself or any part thereof ;
 - (b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction of structure of the said building/s or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, lifts, common passages or any other structure of the said building/s, including entrance/s of the said building/s and in case of any damage is caused to the said building/s or the said premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequence of the breach ;
 - (c) To carry out at his/her/their own costs all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the **Developers** to the Purchaser/s and shall not do or suffer to be done anything in or to the said premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or any other public authority. And in the event of the Purchaser/s committing any act of contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority ;
 - (d) Not to demolish or cause to be demolished the said premises or any part thereof, not at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the said building/s and to keep the portion, sewers, drains and pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect and other part of the said building/s and the Purchaser/s shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said premises without the prior written permission of the **Developers** and/or Condominium/Co-operative Society. In case on account of any alterations being carried out by the Purchaser/s in the said premises (whether such alterations are permitted by the concerned authorities or not), there is any damage to the adjoining premises or the premises situated below or above the said premises (inclusive of leakage of water and damage to the drains), the Purchaser/s shall at his/her/their own costs and expenses repair such damage (including recurrence of such damages);
 - (e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property and the said building/s ;

- (f) Pay to the **Developers** within 7 days of demand by the **Developers** his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said building/s ;
- (g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority on account of change of user of the said premises by the Purchaser/s ;
- (h) The Purchaser/s shall not let, sub-let, transfer, assign, mortgage or part with Purchaser/s interest or benefit factor of this Agreement or the said premises or part with the possession of the said premises or any part thereof until all the dues payable by the Purchaser/s to the **Developers** under this Agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained permission in writing of the **Developers** for the purpose. Such transfer shall be only in favour of the transferee as may be approved by the **Developers** ;
- (i) The Purchaser/s shall observe and perform all the rules and regulations which the Condominium/Co-operative Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building/s and the premises therein and for the observance and performance of the building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of the Government or other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Condominium regarding the Occupation and use of the said premises in the building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement ;
- (j) Till the date of execution of Deed of Conveyance/Deed of Apartment in respect of the said property and the said building/s, the Purchaser/s shall permit the **Developers** and its Surveyors and Agents with or without workmen and others at all reasonable times to enter into and upon the said premises and building/s or any part thereof to view and examine the state and condition thereof;
- (k) To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser/s as set out in this Agreement (including the recitals thereof). If the Purchaser/s neglect/s, omit/s or fail/s to pay for any reason whatsoever to the **Developers** the amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the Purchaser/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to the **Developers** shall be entitled to re-enter upon and resume possession of the said premises and everything whatsoever therein and this Agreement shall cease and stand terminated automatically. The Purchaser/s herein agree/s that on the **Developers** re-entry on the premises as aforesaid all the right, title and interest of the Purchaser/s in the said premises and under this Agreement shall cease and the Purchaser/s shall also be liable for

immediate ejectment as a trespasser. The Purchaser/s shall thereupon cease to have any right or interest in the said premises.

79. The terrace of the top floor of the building including the parapet wall shall always be the property of the **Developers** and the Agreement with the Flat Purchaser and all other purchasers shall be subject to the said rights of the **Developers** who shall be entitled to use the parapet wall for any purpose including the display of advertisement, sign boards, hoardings and the purchasers of premises including the Purchaser/s herein shall not be entitled to raise any objection or ask for any abetment in the price of the premises on the ground of inconvenience or any other ground whatsoever.
80. All the costs, charges and expenses in connection with preparation, engrossing, stamping and registering this agreement and the declaration under the provision of Maharashtra Apartment Ownership Act, 1970 / Deed of Conveyance under the provisions of the Maharashtra Ownership of Flats Act, 1963 and any other documents including this Agreement required to be executed by the **Developers** or by the Purchaser/s, stamp and registration charges in respect of such documents transferring the said property and building/s in favour of the Co-operative Society/Condominium as well as the entire professional costs of the Advocate/s of the **Developers** in preparing and/or approving all such documents shall be borne and paid by the Society/Condominium or proportionately by the members of such Society/Condominium including the Purchaser/s herein. The **Developers** shall not contribute anything towards such expenses. The Purchaser/s shall on demand pay to the **Developers** his/her/their proportionate share in regard to the above. The amount payable under this clause is in addition to the amount mentioned in clause no. 44 hereinabove.
81. Promoter Shall Not Mortgage Or Create A Charge :After the Promoter executes this Agreement it shall not mortgage or create a charge on the Apartment/ Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/premises.
82. Binding Effect :- Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default,

which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

83. Entire Agreement : This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.
84. Right To Amend : This Agreement may only be amended through written consent of the Parties.
85. Provisions Of This Agreement Applicable Allottee/ Subsequent Allottees : It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment/Premises, in case of a transfer, as the said obligations go along with the Apartment/Premises for all intents and purposes.
86. Severability :- If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
87. Method Of Calculation Of Proportionate Share Wherever Referred To In The Agreement : Wherever in this Agreement it is stipulated that the Allottee has / have to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment/Premises to the total carpet area of all the Apartments/Premises in the Project.
88. Further Assurances : Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

89. Place Of Execution : The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in MUMBAI after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at MUMBAI.
90. 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 Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
91. Governing Law : That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the competent courts will have the jurisdiction for this Agreement.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

Final Plot Nos.66-B, Town Planning Scheme No. II, C.T.S. No.945, 945/1 to 8 and 945/10 to 16 along with the structures standing thereon and now known as " Jayashree Apartment Co-operative Housing Society " consisting of ground plus 3 upper floors and constructed on or about 1980-81 of Vile Parle Town Planning Scheme No.II, within the "K" East Ward of the Municipal Corporation of Greater Mumbai at Village Vile Parle (East), Taluka Andheri, lying, being and situate at Prarthana Samaj Road, Vile Parle (East), MUMBAI 400 057 within the registration district and sub-district of Mumbai City and Mumbai Suburban and bounded as follows that is to say :

On or towards the North : By
 On or towards the South : By
 On or towards the East : By
 On or towards the West : By

THE SECOND SCHEDULE HEREINABOVE REFERRED TO :

Flat No. _____ in _____ Wing , _____ Sq Mtrs. carpet Area i.e _____ Sq.ft RERA Carpet Area (including the Fungible F.S.I. and excluding the elevation features and free of F.S.I. areas) on the _____ Floor of the Building/s to be known as "**Zee Jayashree**", being constructed on the aforesaid property more particularly described in the **FIRST SCHEDULE** hereunder written.

IN WITNESS WHEREOF THE DEVELOPERS AND THE PURCHASER/S HAS/HAVE
HEREUNTO SET AND SUBSCRIBED HIS/HER/THEIR RESPECTIVE HANDS AND SEAL THE
DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

Common Seal of the withinnamed)
COMMON SEAL OF THE WITHINNAMED)

“DEVELOPERS”)

M/s. **RPMG BUILDER & DEVELOPERS PVT. LTD.**)
through its duly authorized Director)
Shri Punjalal R. Patel)
Pursuant to the resolution of the Board of)
Directors in the meeting held on _____)
In presence of)

- 1.
- 2.

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

- 1) _____)
- 2) _____)
- 3) _____)
- 4) _____)

in the presence of :)
1.)
2.)

RECEIPT

Received with thanks a sum of Rs. _____/- (Rupees _____only) from the _____- being the amount of earnest money paid by him to us as stated above. GST will be charged as separately applicable.

No.	Date	Cheque No.	Bank Details	Amount

We say received
M/s. **RPMG BUILDER & DEVELOPERS PVT. LTD.**

**DIRECTOR/AUTHORISED SIGNATORY
DEVELOPERS**

Witnesses :

1. _____
2. _____

Dated this ____ day of _____, 20 ____

M/s. **RPMG BUILDER & DEVELOPERS PVT. LTD.**
... **Developers**

A N D

- 1) _____
- 2) _____
- 3) _____
- 4) _____

...**Purchaser**

AGREEMENT FOR SALE

In respect of Flat No. _____, _____ Floor,
Building known as **Zee Jayashree**