

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai this _____ day _____ of _____ 2017.

BETWEEN

M/S. SHIVAM PARIVAR DEVELOPERS PVT.LTD., a company incorporated under the provisions of the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013 and having its registered address at 2/12, Siddharth Nagar, Part No.5, Opp. Prabodhan Kridabhavan, Goregoan (West), Mumbai 400 101, hereinafter called 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 First Part

AND

MR. AMITH C. PUNJABI, Sole Proprietor of ASSHNA DEVELOPERS, and having its registered office at 72, Mehta Industrial Estate, Liberty Garden, Malad (West), Mumbai 400 064, hereinafter called the **"PROMOTER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the Second Part.

AND

MR./MRS./MISS _____, an Indian Inhabitant/s, residing/having address at _____ hereinafter called the **"PURCHASER/S"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of individual/s his/her/their (respective) heirs, executors, administrators and assigns, in the case of a partnership firm the partner or partners for the time being constituting the said firm, the survivor or survivors of them and the heirs, executors, administrators and assigns of the last surviving partner and in the case of a company its successors and assigns) of the Third Part:

WHEREAS:

- A. The Maharashtra Housing Board, a Corporation established under the Bombay Housing Board Act, 1948 was *inter alia* seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land bearing Survey No.7 now corresponding to C.T.S. No.26 (Part), admeasuring 968.64 sq.metres or thereabout situate, lying and being at Siddharth Nagar No.3, S.V. Road, Goregaon (West), Mumbai 400 104 within the Registration District and Sub - District of Mumbai City and Mumbai Suburban and hereinafter referred to as "the said Larger Land"

- B. The Maharashtra Housing Board had a scheme of construction and allotment and sale of tenements known as "Lower Income Group Housing Scheme" and for this purpose a layout of the Larger Land at Siddharth Nagar, Goregaon (West), Mumbai 400 104 was prepared and duly sanctioned by the concerned authorities. The said larger land formed part and parcel of the said approved layout scheme of Maharashtra Housing Board.
- C. Under the said Scheme, the Maharashtra Housing Board constructed on the said Larger Land, one building i.e. Building No.5 and allotted 32 (Thirty Two) residential tenements therein, to the concerned allottees in accordance with the terms of the Lower Income Group Housing Scheme, implemented by the Maharashtra Housing Board.
- D. The Maharashtra Housing and Area Development Authority (hereinafter referred to as the "MHADA") was constituted with effect from 5th December, 1977 under the provisions of the Maharashtra Housing and Area Development Act, 1976 ("MHADA Act") and consequently, the Maharashtra Housing Board stood dissolved and all the property, rights, liabilities and obligations of the Maharashtra Housing Board including those arising under any agreement or contract vested in MHADA.
- E. In view of the above, MHADA became seized and possessed of or otherwise well and sufficiently entitled to the said Larger Land i.e. all that piece or parcel of land bearing Survey No.7 now corresponding to C.T.S. No.26 (Part), admeasuring 968.64 sq.mtrs or thereabout situate, lying and being at Siddharth Nagar No.3, S.V. Road, Goregaon (West), Mumbai 400 104 together with the said one building i.e. Building No.5 (consisting of ground plus 3 (Three) upper floors constructed in the year 1962 without lift) and assessed under P - South Ward bearing Assessment No. SAC No.04-0205-00-5-0000 by M.C.G.M., standing thereon, having carpet area of 20.23 sq.mtrs per tenement and plinth area of 30.27 sq.mtrs.
- F. A Cooperative Housing Society of the said Building No.5 has since then been formed and registered under the provisions of the Maharashtra Cooperative Societies Act, 1960 in the name and style of Siddharth Nagar Samadhan Cooperative Housing Society Ltd. vide Registration No. BOM/HSG/7798/1985 (hereinafter referred to as "the said Society") and the 32 (Thirty Two) allottees have been duly admitted to the membership of the said Society.
- G. The said Building No.5 consisting of 32 (Thirty Two) residential tenements has been and is occupied by the bonafide Members of Siddharth Nagar Samadhan Cooperative Housing Society Ltd. i.e. the said Society.
- H. By and under a Deed of Sale dated 4th August, 2007 executed and entered into between MHADA on the one hand and the said Society on the other hand, MHADA sold, transferred and conveyed the said Building No.5 to the said Society at the price and on the terms and conditions as recorded therein. The aforesaid Deed of Sale dated 4th August, 2007 is duly registered with the Jt. Sub - Registrar of Assurances, Borivali under No.6142/2007 on 17th August, 2007.
- I. By and under an Indenture of Lease dated 14th August, 2007 MHADA has also, demised unto the said Society the land underneath and appurtenant to the said Building No.5 being a portion of the said Larger Land, admeasuring 831.17 sq.mtrs or thereabout (hereinafter referred to as "**the said Land**") and

granted a lease for a period of 99 years commencing from 1st April, 1980 to the said Society at or for the premium and yearly rent reserved, however, subject to terms, conditions and covenants as recorded therein. The aforesaid Indenture of Lease dated 4th August, 2007 is also duly registered with the Jt. Sub-Registrar, Borivali under Serial No.6141/2007 on 17th August, 2007. The said Land is more particularly described in the Schedule hereunder written.

- J. In the premises aforesaid, the said Society is seized and possessed of or otherwise well and sufficiently entitled to the leasehold rights created under the aforesaid Indenture of Lease dated 14th August, 2007 till the expiry of the lease period of 99 years, in respect of the said land i.e. all that pieces or parcel of land bearing Survey No.7 and C.T.S. No.26 (Part), admeasuring 831.17 sq.mtrs or thereabout at Siddharth Nagar No.3, Goregaon (West), Mumbai 400 104 in the Registration Sub - District of Borivali, Mumbai Suburban District and the said Society was also, the absolute owner of the said Building No.5 (consisting of ground plus 3 (Three) floors standing thereon in the form of 32 (Thirty Two) residential tenements therein having carpet area of 20.23 sq.mtrs per tenement and plinth area of 30.27 sq.mtrs.
- K. The said Society and its Members have represented and declared to the Developers and the Developers have verified that the lease of the said Land is valid, subsisting and in full force and legal effect and that the said Society has paid the yearly rent to MHADA till date and observed, performed, carried out and complied with all the terms and conditions and covenants of the said Indenture of Lease dated 14th August, 2007 and the said Society has not committed any breach of whatsoever nature in respect thereof.
- L. As per letter dated 14th February, 2007 under reference No.681/07 of Estate Manager - IV, Mumbai Division, MHADA regarding additional 35% sq.mtrs F.S.I. to each tenement @ `2,500/- per sq.mtrs, the said Society has paid `7,00,000/- (Rupees Seven Lakhs Only) vide Receipt No.311775 dated 25th April 2007 to MHADA.
- M. The said building was in a dilapidated condition and for carrying out major and extensive repairs, it would entail heavy expenditure, therefore, the said Society had been advised by their Architects/Structural Engineers, to demolish the said old building and to redevelop the said land, in accordance with prevailing Development Control Regulations and policy of the Government.
- N. Therefore, the said Society with the consent and concurrence of all the Members by majority and as per Special General Body Resolution dated 15th August, 2006 decided to undertake the redevelopment of the said Land, through competent developers, by obtaining the necessary permissions/sanctions from MHADA, M.C.G.M. and other concerned authorities to construct new multistoried building/s thereon after demolition of the existing old building standing thereon, in order to accommodate the existing Members in the said new buildings and also to sell the remaining tenements/flats/units/office/shops/garages etc. in the open market to the prospective buyers, in accordance with the plans that is to be approved and/or sanctioned by MHADA & MCGM as per the prevailing Development Control Regulations, 1991 of M.C.G.M. and the Policy of the Government.
- O. As a successful bidder of the said Society's redevelopment works tender and as per tender (Ref. No. S-3 dated June 20, 2006) and their revised offer letter dated 14th August, 2006 submitted by the Developers, and after negotiations and various meetings held by and between the parties hereto and also considering the sufficient experience and skill of the Developers to undertake the said project and for allotment of surplus accommodation in open market for generating necessary funds for the purpose of the said project thereby fully subsidizing the costs of the new flats/shops to be allotted to the existing

Members of the said Society in new buildings and ultimately benefiting them under the redevelopment scheme, the said Society decided to appoint the Developers to redevelop the said Land.

- P. The said Society in its General Body Meeting held on 15th August, 2006 passed a unanimous Resolution and all the Members of the said Society decided to authorize the Developers to undertake the said project and also to entrust the development rights in respect of the said Land on certain terms and conditions to them and also to obtain necessary permissions and sanction from the concerned authorities and to take necessary steps for the purpose of development of the said land and implementation of the proposed redevelopment scheme in accordance with the prevailing Development Control Regulations.
- Q. In the said General Body Meeting the Members also empowered and authorized the managing committee to approve and to execute the necessary documents/writings including Irrevocable Power of Attorney etc. through the office bearers, as and when required (in favour of the Developers herein) and also to take appropriate decisions from time to time for and on behalf of the said Society, till the project is complete in all respects.
- R. Pursuant thereto by a Development Agreement dated 19th November, 2007, registered at the Office of Sub - Registrar of Assurances, Borivali No.6 under Serial No. BDR - 12/8472/2007 on 19th November, 2007, the said Society granted Development Rights in respect of the said Land to the Developers for terms and conditions and considerations therein contained.
- S. Under the said Development Agreement, the Developers were to provide 32 (Thirty Two) residential flats, each new flat having about 385 sq.ft. Carpet area plus 65 sq. additional usable area (dry yard, niches and flowerbed), aggregating to 450 sq.ft. in the new buildings to the Members free of cost, in lieu of their respective existing residential tenements in the said old building on completion of the said project and to utilize the balance F.S.I. in the form of T.D.R. (Transfer of Development Right) from the open market at their costs and expenses and to sell the remaining flats/shops/offices etc. in the said new building/s to the prospective buyers in order to raise and generate the necessary funds for the expeditious completion of the project.
- T. The Members of the said Society and the said Society, on the Developers obtaining from the Municipal Corporation of Greater Mumbai (MCGM) IOD bearing Ref No. CHE/9818/BP(WS)/AP on 23rd September 2009 handed over vacant possession of their respective existing premises to the Developers herein for the purpose of demolishing the same and to commence construction.
- U. The Developers had commenced construction on the said land after obtaining Commencement Certificate bearing Ref No .CHE/9818/BP(WS)/AP on 24th May 2010 but due to diverse reasons, were unable to complete the construction of the New Buildings on the said land within the period stipulated by the said Development Agreement.
- V. By an Addendum to the Development Agreement dated Nil March, 2013 made between the said Society of the One Part and the Developers of the Other Part, it was agreed between the parties that the said Development Agreement dated 19th November, 2007 stood modified to the extent mentioned in the said Addendum.
- W. Under the circumstances stated hereinabove the Developers are absolutely entitled to the development rights in respect of the said Land i.e. all that pieces or parcel of land bearing Survey No.7 and C.T.S. No. 26 (part), admeasuring 831.17 sq. mtrs. or thereabout at Siddharth Nagar No.3, Goregaon (West), Mumbai 400 104 in the Registration Sub - District of Borivali, Mumbai Suburban District and more particularly described in the First Schedule hereunder written and shown in red colour boundary line on the plan

annexed hereto and marked as **Exhibit 'A'**.

- X. Pursuant to discussions and negotiations between the Developers and the Promoter, the Developers and the Promoter entered into an Agreement (For Development) dated 6th May, 2014 by which the Developers engaged the Promoter to construct for and on behalf of the Developers new buildings on the said Land after demolishing existing structures standing thereon as per the plans to be sanctioned by the MCGM and as per the approvals of MHADA on the terms and conditions and consideration contained in the said Agreement (For Development) dated 6th May 2014.
- Y. In pursuance of the said Agreement (For Development) dated 6th May 2014, the Developers herein also executed an Irrevocable General Power of Attorney registered with the Sub-Registrar Assurances under No.BRL-7/3367/2015 on 9th April, 2015 in favour of the Promoter herein giving the necessary powers required for the Promoter to construct the new building/s on the said Land.
- Z. The Developers had, upto the date of execution of the said Agreement dated 6th May 2014, entered into Agreements with various prospective purchasers for sale of flats and shops (hereinafter collectively referred to as 'the Unit Purchasers') to be constructed on the said plot.
- AA. As per the provisions of the said Agreement (For Development) dated 6th May 2014, the Promoters shall construct new buildings on the said Land for and on behalf of the Developers, for the consideration stated therein, and after setting aside the area to be provided to the Unit Purchasers as per their respective agreements with the Developers and the area required to re-accommodate the Members of the said Society, the Developers and the Promoters shall be entitled to dispose of the remaining units.
- BB. As per the terms and conditions contained in the said Agreement (For Development) dated 6th May 2014, the Promoter has become entitled to demolish the said existing structures and construct, for and on behalf of the Developers, new multi-storied building/s thereon and after setting aside the area required to re-accommodate the Members of the said Society as well as the area to be provided to the Unit Purchasers as per the plans sanctioned by the MCGM and as per the approvals of MHADA and as per the respective agreements of the Unit Purchasers, is required to join with the Developers to sell and/or dispose of the remaining flats / shops in the proposed new building/s jointly with the Developers and allot the remaining car parking spaces to prospective purchasers on what is known as "ownership basis" and the said prospective purchasers would be entitled to be admitted to the membership of the said Society.
- CC. The Developers have entered into individual ownership flat agreements with the said 32 Members of the said Society allotting to each of the said 32 (Thirty Two) Members their respective flats/car parking spaces as well as allotted to the Unit Purchasers their respective premises under the ownership agreements entered into between the Developers and the Unit Purchasers respectively in the proposed new building/s to be constructed on the said Land.
- DD. Subsequent thereto the Unit Purchasers who agreed to purchase shops from the Developers agreed to be allotted flats in the proposed new building/s instead of shops, which flats shall admeasure the same as the shops agreed to be purchased by such Unit Purchasers. Accordingly the Developers shall allot/allotted to all the Unit Purchasers flats in the proposed new building/s.
- EE. The Developers have entered into a standard agreement with an Architect registered with the Council of Architects and such arrangement is as per the agreement prescribed by the Council of Architects and the Developers have appointed a Structural Engineer for the preparation of the structural design and drawings of the building/s and the Developers accept the

professional supervision of the Architects and the Structural Engineer till the completion of the proposed new building/s;

- FF. Under the circumstances mentioned above, the Developers alone have the sole and exclusive right to develop the said Land and the Developers and the Promoter jointly have the right to sell the flats/shops in the said proposed new building/s being constructed on the said Land by the Promoter on behalf of the Developers (save and except the units to be provided to the Members of the said Society and the units provided to the Unit Purchasers respectively as stated hereinabove) and to enter into agreement/s with the purchaser/s of the flats/shops and to receive the sale price in respect thereof.
- GG. The Developers have got approved from the concerned local authority the plans, specifications, elevations, section and details of the said building/s.
- HH. 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 and the Promoter while developing the said Land and the said proposed new building/s and upon due observance and performance of which only the completion and occupation certificates in respect of the said proposed new building/s shall be granted by the concerned local authority.
- II. The Developers and the Promoter have accordingly commenced construction of the said proposed new building/s in accordance with the said plans after demolishing the said existing structures.
- JJ. The Developer and/or the Promoter has registered the project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at [_____] under no. [_____] , an authenticated copy of the same is attached herewith as Annexure '___'.
- KK. The Purchaser/s demanded from the Developers and the Developers have given inspection to the Purchaser/s of all the documents of title relating to the said land and the plans, designs and specifications prepared by the Developers and the Promoter's Architect, **Space Moulders** and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") and the Maharashtra Rules and Regulations, 2017 made there under ("**Maha RERA**") and the Purchasers is fully satisfied with same;
- LL. The Developers and the Promoter have also annexed to this agreement the copies of the following documents as required by the provisions of the said Act and the Rules viz. :
- a) Certificate of Title issued by **Sandesh H Pote, Advocates & Solicitors**, who have investigated the title in respect of the said property and have certified the title of the said property to be clear and marketable - **EXHIBIT 'B'**;
 - b) Copy of the Property Register Card of the said property - **EXHIBIT 'C'**;
 - c) Copy of the plan of the flat/shop and car parking space agreed to be allotted to the Purchaser/s, duly approved by the MCGM - **EXHIBIT 'D'**;
 - d) Copy of I.O.D. bearing No. I.O.D. No. CHE/9818/BP(WS)/AP dated 5th August 2015 - **EXHIBIT 'E'**;
 - e) Copy of Commencement Certificate of even No. dated 28th September 2015 - **EXHIBIT 'F'**;
- MM. The Purchaser/s herein has/have applied to the Developers and the Promoter for allotment to the Purchaser/s Flat/Shop No. _____ admeasuring _____ sq. ft. [(carpet area)] equivalent to _____ sq.mtrs, on the _____ floor in _____ Wing of the said building " _____ " being constructed by the Developers and the Promoter on the said property (hereinafter referred to as

“the said Premises”);

- NN. Prior to the date of execution of this Agreement the Purchasers has paid to the Developer/Promoter a sum of Rs. _____/- (Rupees _____ only) being 10% (Ten Percent) of the total consideration by Cheque No. _____ dated _____ drawn on _____, _____ Branch, as earnest money deposit, towards the said premises agreed to be sold by the Developer to the Purchasers as advance (the payment and receipt whereof the Developer doth hereby admit and acknowledge) and the Purchasers have agreed to pay to the Developer the balance of the sale price in the manner hereinafter appearing.
- OO. Under section 13 of the RERA, the Developer is required to execute a written agreement for sale of the said Premises with the Purchaser/s, being in fact these presents and also to register this Agreement under the Registration Act, 1908.

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

1. The Promoter is constructing the said building known as “**SAMADHAN CHS LTD**” for and on behalf of the Developers on the said Land more particularly described in the First Schedule hereunder written, the plans and specifications have been already sanctioned by the MCGM and the said plans and specifications have been kept by them at their office at **72, Mehta Industrial Estate, Liberty Garden Malad (West), Mumbai 400064** and also at building site which have already been approved by the Purchaser/s and the Purchaser/s has/have also agreed that the Developers and the Promoter may make such variations and modifications as the Developers and the Promoter may require to do by the Government, MCGM or any other local body or authority and the Purchaser/s shall not be entitled to raise any objection on account of such variation or amendment provided that the Developers and the Promoter shall obtain prior consent in writing from the Purchaser/s in respect of such variations or modifications which may adversely affect the said premises agreed to be purchased by the Purchaser/s. The Developers and the Promoter are proposing to put up the new building comprising of **G + 23** upper floors.
2. The Purchaser/s hereby agree/s to purchase from the Developers and the said premise being Flat/Shop No.____ on the ____ wing of the floor in building known as **SAMADHAN CHS LTD**”, and shown in red coloured boundary lines on the plan annexed hereto and marked as Exhibit C having [Carpet area] of _____ sq.ft equivalent _____ sq. mtrs. plus _____ sq.mts./sq.ft. carpet area of ____ to balcony area for a total consideration of Rupees(_____)Only) which includes the proportionate price of the common areas and facilities appurtenant to the said premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule hereunder written. Hereto annexed is also list of amenities that will be provided in the said premises and marked **EXHIBIT ‘G’**.
The Purchaser/s shall pay to the Developers and the Promoter the said total
3. The Purchaser/s shall pay to the Developers and the Promoter the said total consideration of Rupees (_____)Only) (subject to Deduction of Tax at Source [TDS] of 1% on every instalment payable as per Section 194-IA of the Income Tax Act, 1961) as under:
 - a) Rs. _____/- @30% on completion of Foundation, UG Tank

&plinth;

- b) Rs. _____/- @3.18% on or before the 1st slab is cast;
- c) Rs. _____/- @3.18% on or before the 2nd slab is cast;
- d) Rs. _____/- @3.18% on or before the 3rd slab is cast;
- e) Rs. _____/- @3.18% on or before the 4th slab is cast;
- f) Rs. _____/- @3.18% on or before the 5th slab is cast;
- g) Rs. _____/- @3.18% on or before the 6th slab is cast;
- h) Rs. _____/- @3.18% on or before the 7th slab is cast;
- i) Rs. _____/- @3.18% on or before the 8th slab is cast;
- j) Rs. _____/- @3.18% on or before the 9th slab is cast;
- k) Rs. _____/- @3.18% on or before the 10th slab is cast;
- l) Rs. _____/- @3.18% on or before the 11th slab is cast;
- m) Rs. _____/- @3.18% on or before the 12th slab is cast;
- n) Rs. _____/- @3.18% on or before the 13th slab is cast;
- o) Rs. _____/- @3.18% on or before the 14th slab is cast;
- p) Rs. _____/- @3.18% on or before the 15th slab is cast;
- q) Rs. _____/- @3.18% on or before the 16th slab is cast;
- r) Rs. _____/- @3.18% on or before the 17th slab is cast;
- s) Rs. _____/- @3.18% on or before the 18th slab is cast;
- t) Rs. _____/- @3.18% on or before the 19th slab is cast;
- u) Rs. _____/- @3.18% on or before the 20th slab is cast;
- v) Rs. _____/- @3.18% on or before the 21th slab is cast;
- w) Rs. _____/- @3.22% being the balance consideration at the time of possession + other charges.

The cheques in respect of the aforesaid amount shall be drawn in favour of the " _____ " no. _____, _____ IFSC Code: _____, _____ Branch.

4. It is agreed that in accordance with Section 194-IA of the Income Tax Act, 1961 (as amended by Finance Act, 2013) ("the Act") the said consideration amount or installment thereof, is payable by the Purchaser/s after deducting therefrom 1% (one percent) as TDS by depositing the same in the government treasury through electronic payment in any of the authorized banks and in the manner as specified under the Act. After making the payment of TDS as statutorily required and as agreed herein, the Purchaser/s shall produce to the Developers and the Promoter the TDS Certificate in Form 16B evidencing the payment of respective TDS made by the Purchaser/s within 21 (Twenty One) days of making such payment. It is hereby clarified that the payment of TDS is the liability of the Purchaser/s under the Act and in the event of the failure of the Purchaser/s to pay the same, the Purchaser/s alone shall be liable and responsible for interest, penalty and/or any other consequences under the Act
5. The Developer and the Promoter hereby declare that the floor space index available as on date in respect of the project land is [_____] square meters only. The Developer and the Promoter has disclosed the floor space index of [_____] as proposed to be utilized by him on the project land in the said project.

The Developers and the Promoter hereby agree to observe, perform and comply with all the terms and 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 causing to hand over the possession of the said premises to the Purchaser/s, obtain from the

concerned local authority occupation and/or completion certificates in respect of the said premises.

6. The Purchaser/s has/have taken inspection of all the documents mentioned hereinabove and has/have also perused the certificate of title issued by **Sandesh H Pote, Advocates & Solicitors, Advocates & Solicitors** (Exhibit 'B') and has/have accepted the title of the said Society to the said property as clear and marketable. The Purchaser/s shall not be entitled to raise any objection whatsoever with regard to the title of the said Land.
7. The Purchaser/s agree/s to pay to the Developers and the Promoter interest, which shall be State Bank of India highest Marginal Cost of Lending Rate plus 2 (Two) percent on all the amounts which become due and payable by the Purchaser/s to the Developers and the Promoter under the terms of this agreement from the date the said amount is payable by the Purchaser/s to the Developers and the Promoter till date of realization.
8. On the Purchaser/s committing default/s in payment on due date of any amount due and payable by the Purchaser/s to the Developers and the Promoter under this AGREEMENT (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Developers and the Promoter shall be entitled at their own option to terminate this agreement.

PROVIDED always that the power of termination hereinbefore contained shall not be executed/exercised by the Developers and the Promoter unless and until the Developers and the Promoter shall have given to the Purchaser/s 15 (Fifteen) days prior notice in writing of his/her/their 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 and default shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after the giving of such notice.

PROVIDED further that upon termination of this agreement as aforesaid, the Developers and the Promoter shall refund to the Purchaser/s the instalments of sale price of the said premises which may till then have been paid by the Purchaser/s to the Developers and the Promoter but the Developers and the Promoter shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and the Developers and the Promoter shall also not be liable to refund any TDS amount deducted by the Purchaser/s and upon termination of this agreement and refund of aforesaid amount by the Developers and the Promoter, the Developers and the Promoter shall be at liberty to dispose of and sell the said premises to such person or and at such price as the Developers and the Promoter may in their absolute discretion think fit.

9. The Developers and the Promoter shall give possession of the said premises to the Purchaser/s [on or before December 2020]. If the Developers and the Promoter fail or neglect to give possession of the said premises to the Purchaser/s on account of reasons beyond their control and of their agents by the aforesaid date, then the Developer and the Promoter shall not incur any liability or be responsible in any manner to the Purchasers on account of delay caused for the by reason of non-availability of steel and/or cement or other building materials or water supply or electric power or by reason of war, civil commotion or any acts of God, or conditions of force majeure, or non-delivery of possession is a result of any notice, order, rule or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the Developer and the Promoter. If the Developer and the Promoter is not in a position to give the possession of the said Premises within the stipulated period on account factors beyond the

control of the Developer and the Promoter (including all or any of the aforesaid factors), then the Developer and the Promoter shall be entitled to extension of time for delivering possession of the said Premises.

However, if the Developer and the Promoter fails or neglects to give possession of the apartment to the Purchasers on account of reasons beyond his control and of his agents by the aforesaid date, and the Purchasers demand refund of the amounts paid by them to the Developer and the Promoter, the Developer and the Promoter shall be liable to refund to the Purchasers the amounts already received by him in respect of the apartment with interest, which shall be State Bank of India highest Marginal Cost of Lending Rate plus 2 (Two) percent, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

However, if the Developer and the Promoter fails to handover the possession of the said premises to the Purchasers for reasons other than specified hereinabove, it is expressly and irrevocably agreed by the Purchasers with the Developer and the Promoter that in such circumstances the Developer and the Promoter shall pay to the Purchasers, who does not intend to withdraw from the project, interest, which shall be State Bank of India highest Marginal Cost of Lending Rate plus 2 (Two) percent, on all amount paid by the Purchasers, for every month of delay, till handing over of the possession. The Developer and the Promoter will pay the interest accrued & payable to the Purchasers at the time of possession of the said premises or deduct the same from the balance amount if any payable by the Purchasers to the Developer and the Promoter under this Agreement.

10. The Purchaser/s shall take possession of the said premises within 15 (Fifteen) days of the Developers and the Promoter giving written notice to the Purchaser/s intimating that the said premises are ready for use and occupation;

PROVIDED that if within a period of 5 (Five) years from the date of handing over the said premises to the Purchaser/s, the Purchaser/s brings to the notice of the Developers and the Promoter any defect in the said premises or the building in which the said premises are situated then wherever possible such defects shall be rectified by the Developers and the Promoter at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Developers and the Promoter reasonable compensation for such defect or change.

11. Commencing a week after notice in writing is given by the Developers and the Promoter to the Purchaser/s that the said premises are ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said premises) of outgoings in respect of the said 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 collector, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and buildings. Until the Purchaser/s is/are admitted to the membership of the said Society, the Purchaser/s shall pay to the Developers and the Promoter such proportionate share of outgoings as may be determined by the Developers and the Promoter. The Purchaser/s further agree/s that till the Purchaser/s share is so determined, the Purchaser/s shall pay to the Developers and the Promoter provisional monthly contribution of Rs. 3,500/- (Rupees Three Thousand Five Hundred Only) per month towards the outgoings. The amounts so paid by the Purchaser/s to the Developers and the Promoter shall not carry any interest and subject to the provisions of Section 6 of the said Act, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developers and the Promoter to the said Society. The Purchaser/s undertake/s to pay such provisional monthly outgoings regularly on the 5th

day of each and every month in advance and shall not withhold the same for any reason whatsoever.

12. The Purchaser/s shall on or before the delivery of possession of the said premises keep deposited with the Developers and the Promoter the following amounts :
- i) Rs. 42,000/- being the advance on account payment towards taxes and other outgoings for a period of 1 (one) year;
 - ii) Rs. 15,000/- for legal charges;
 - iii) Rs. 500/- for shares money, application entrance fees of the said Society;
 - iv) Rs. 25,000/- towards deposits for electric meter / water meter payable /paid to Reliance Energy Ltd./Tata Power Co. Ltd./MCGM;
 - v) Rs. 41,000/- contribution towards proportionate development charges and land under construction charges;
 - vi) ~~Towards~~ applicable GST of the agreement value;

If there is any increase in the GST or aforesaid taxes and/or if any new taxes are introduced, the same shall be paid and/or reimbursed by the Purchaser/s. The cheques in respect of the aforesaid amount shall be drawn in favour of the “_____” C/A no. _____, _____Bank, _____ IFSC _____ Code:_____, _____Branch.

13. The Purchaser/s or himself/herself/themselves with intention to bring all persons into whomsoever hands the said premises may come, doth hereby covenant with the Developers and the Promoter as follows:-
- a) To maintain the said premises at Purchaser/s cost in good tenantable repair and condition from the date of possession of the said premises is taken and shall not do or suffer to be done anything in or to the building in which the said premises is situated, staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building 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 so heavy as to damage the construction of structure of the building in which the said premises is situate or storing of which goods is objected to by the concerned local authority or other authority and shall carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the structure or staircases, common passages or any other structure of the building in which the said premises is situated including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or premises on account of negligence or default of the Purchaser/s, he/she/they shall be liable for the consequence of the breach;
 - c) To carry out of his/her own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Developers and the Promoter to the Purchaser/s and shall not do so or suffer to be done anything in or to the building in which the said premises is situated or the said premises which may be given under the rules, regulations and byelaws of the concerned local authority. And in the event of the Purchaser/s committing

any act in contravention of the above provision the Purchaser/s shall be solely 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 nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part of the said premises thereof nor any alterations in the elevations and outside colour scheme of the building in which the said premises is situated and shall keep the portion, sewers, drains, pipes in the said premises and appurtenant thereto in tenantable repair and condition and in particular so as to support, shelter and protect the other part of the building in which the said premises is situated and 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 the Promoter and from the said Society;
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said land and the building in which the said premises is situated;
- g) Pay to the Developers and the Promoter within 15 (Fifteen) days of demand by the Purchaser/s his/her/their shares of the security deposit demanded by the concerned local authority or Government for giving water, electricity or any other services connection to the buildings in which the said premises is situated;
- h) To bear and pay increases in the local taxes, water charges, insurance and such other levy, if any, which are imposed by the concerned local authority and/or Government and/or other public authority on account of change of user/s of the said premises by the Purchaser/s viz. user for any purpose other than for residential purposes;
- i) The Purchaser/s shall not let, sublet, transfer, assign or part with Purchaser/s interest or benefit factor of this agreement or part with the possession of the said premises until all the dues payable by the Purchaser/s to the Developers and the Promoter under this agreement are fully paid up and only if the Purchaser/s had 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 intimated in writing to the Developers and the Promoter;
- j) The Purchaser/s shall observe and perform all the rules and regulations which the said Society may adopt at its inception and additions, alterations or amendments thereof that may be made from the time for protection and maintenance of the said building/s and the flats/shops and other premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being the concerned local authority and/or the Government and/or other public bodies.

The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said premises in the building and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

14. The Promoter and Developers has maintained a separate account in respect of sums received by the Promoter/Developers from the purchasers as advance or deposit, details whereof are as set out below:

Name of the Bank - [_____]

Account no - [_____]

Bank Address - [_____]

IFSC Code - [_____]

15. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said plot and building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said premises hereby agreed to be sold to him/her/them and all open spaces including parking spaces, lobbies, staircases, part of the terraces, recreation spaces, etc. as per the plan enclosed will remain the property of the said Society.
16. Any delay tolerated or indulgence shown by the Developers and the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s by the Developers and the Promoter shall not be construed as a waiver on the part of the Developers and the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developers and the Promoter.
17. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flats in the said buildings, if any, shall belong exclusively to the Purchaser/s of the terrace flat and such terrace space are intended for the exclusive use of the respective terrace purchaser/s. The said terrace shall not be enclosed by the Purchaser/s till the permission in writing is obtained from the concerned local authority and the Developers and the Promoter or the said Society, as the case may be.
18. Upon possession of the said premises being delivered to the Purchaser/s, the Purchaser/s shall be entitled to use and occupy the said premises. The Purchaser/s shall use the said premises for residential/residence or for such purpose for which it is agreed to be purchased under this agreement. The Purchaser/s shall use his/her/their own allotted garage or parking space only for the purpose of keeping or parking the Purchaser/s own vehicle/s.
19. The Developers and the Promoter shall in respect of any amount payable by the Purchaser/s under the terms and conditions of this agreement have first lien and charge on the said premises agreed to be acquired by the Purchaser/s.
20. The Purchaser/s hereby agree/s and undertakes to be a Member/s of the said Society and also from time to time to sign and execute applications, other papers and documents as may be necessary. The Purchaser/s shall be bound from time to time to sign all papers and documents and to do all other things as the Developers and the Promoter may require him/her/them to do from time to time for safeguarding the interest of the Developers and the Promoter and of other purchaser/s of the different 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 and the earnest money

deposited and other monies paid by the Purchaser/s shall stand forfeited by the Developers and the Promoter.

21. 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 is thereafter required to be carried out by the Government Municipality or any statutory authority the same shall be carried out by the Purchaser/s in cooperation with purchasers of the other premises in the said building at their own cost and the Developers and the Promoter shall not be in any manner liable or responsible for the same.
22. The Purchaser/s shall at no time demand partition of his/her/their interest in the said building, it being agreed and declared by the Developers and the Promoter that this interest in the said building is impartible and it is agreed that the Developers and the Promoter shall not be liable to execute any document in respect of the said premises in favour of the Purchaser/s.
23. The Developers and the Promoter shall after the construction of the said building is completed in all respects and after the occupation certificate is granted by the concerned authority and after the Purchaser/s has/have paid the full agreed consideration and other amounts payable to the Developers and the Promoter under this agreement, get the Purchaser/s admitted as Member/s of the said Society. The Purchaser/s hereby agree/s and undertake/s to abide by the rules, regulations and byelaws of the said Society on being admitted to the membership.
24. All letters, receipts or notices issued by the Developers and the Promoter dispatched under the certificate of posting to the last address known to them of the Purchaser/s will be sufficient proof of receipt of the same by the Purchaser/s and shall completely and effectively discharge the Developers and the Promoter. For this purpose the Purchaser/s has/have given the following complete address_____
25. This agreement shall always be subject to the provisions contained in the Real Estate (Regulation & Development) Act, 2016 as amended upto date or any other provisions of law applicable thereto.
26. All costs, charges and expenses including stamp duty and registration charges of this agreement shall be borne and paid by the Purchaser/s. The Purchaser/s is/are fully aware of the provisions of the Bombay Stamp Act, as amended upto date. If any stamp duty over and above stamp duty already paid on this agreement is required to be paid or is claimed by the Superintendent of Stamps, Mumbai or the concerned authority, the same shall be borne and paid by the Purchaser/s alone including the penalty, if any. The Developers and the Promoter shall not be liable and/or responsible towards the said stamp duty. The Purchaser/s shall indemnify the Developers and the Promoter against any claim from the Stamp Authorities or other concerned authorities in respect of the said stamp duty to the extent of the loss or damage that may be suffered by the Developers and the Promoter. The Purchaser/s shall also fully reimburse the expenses that may be required to be incurred by the Developers and the Promoter in consequence upon any legal proceedings that may be instituted by the authorities concerned against the Developers and the Promoter for non-payment and/or under-payment of stamp duty by the Purchaser/s.
27. The parties hereto shall attend the office of the Sub-Registrar of Assurances for registration of the said document within the prescribed time limit and admit execution thereof.
28. The PAN of the Parties hereto are as under:

DEVELOPER

M/s. Shivam Parivar Developers Pvt. Ltd. _____

PROMOTER

M/s. Asshna Developers _____

PURCHASER/S

(

IN WITNESS WHEREOF the parties herein have hereunto set and subscribed their respective hands at Mumbai on the day and year hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land bearing Survey No.7 and C.T.S. No. 26 (part) admeasuring 831.17 sq. mtrs. along with the Building No.5 consisting of Ground +3 (Three) floors and containing 32 (Thirty two) residential tenements standing thereon (since demolished) of Siddharth Nagar Samadhan Cooperative Housing Society Ltd. lying and being at Siddharth Nagar No.3, S. V. Road, Goregaon (West), Mumbai 400 104 of Village Goregaon Pahadi, in the Registration District of Mumbai Suburban and bounded as follows that is to say:

On or towards the North by	: Bldg. No. 04, Siddharth Nagar
On or towards the South by	: Bldg. No. 06, Siddharth Nagar
On or towards the East by	: 40'0" wide Road.
On or towards the West by	: Siddharth Nagar Chawl.

THE SECOND SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF COMMON AREAS & COMMON FACILITIES

1. Common areas shall include:-
 - a) Areas covered under the external and internal walls and pardis (built up areas).
 - b) Staircases, lobbies, passages and landings, common terraces (excluding pocket/attached terraces abutting certain flats and, as such, exclusively allotted to purchaser of the said flat).
2. Common facilities in the building shall include:-
 - a) Overhead and underground water storage tanks and water pipes, water meter, pump room with pumps and accessories.
 - b) Drainage and sewerage including septic tank and soak etc.
 - c) Electrical common load wiring, starters/switches and all common wirings.
 - d) Common lights in staircases, landings, gates, terrace and compounds.
 - e) Unallotted open bathroom spaces.
 - f) Compound gate/s.
 - g) Common compound walls.
 - h) Lift.

The Common Seal of the
withinnamed “DEVELOPERS”
M/S. SHIVAM PARIVAR
DEVELOPERS PVT.LTD., has
hereunto been affixed pursuant to
the resolution passed by the Board
of Directors at the Meeting held on
_____ in the presence of

i. Mr. _____ **Director** who has signed
these
_____ presents in the presence of

SIGNED AND DELIVERED by the
withinnamed “PROMOTER”
MR. AMITH C. PUNJABI,
Sole Proprietor of ASSHNA DEVELOPERS
in the presence of

SIGNED AND DELIVERED by the

withinnamed “PURCHASER/S”

_____)

_____)

_____)

in the presence of)

WITNESSES

1.

2.

RECEIVED of and from the Purchaser/s abovenamed, a sum of `_____

(Rupees _____

Only) being the earnest money as per Clause 3(a) of the Agreement, as under :

<u>Cheque/PO No.</u>	<u>Date</u>	<u>Bank</u>	<u>Amount `</u>
1% TDS			
<i>Total</i> _____			

DEVELOPERS

PROMOTER