

Draft
AGREEMENT FOR SALE

This Agreement for Sale made and executed at Mumbai on this ____ day of _____ in the Christian year Two Thousand Seventeen by and between

M/S. K MORDANI CONSTRUCTIONS LLP, a Limited Liability Partnership Firm, registered under the Limited Liability Partnership Act, 2008 and having its registered office at Amore Commercial Premises, Office No. 105, 1st floor, Junction of 2nd & 4th Road, Khar (west), Mumbai-400 052, hereinafter referred to as **“DEVELOPERS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its Partner or Partners of the said Firm for the time being and their heirs, executors and administrators of the last surviving partner) of the **FIRST PART;**

A N D

_____ aged about _____ years of Mumbai, Indian Inhabitant, Residing at _____ hereinafter referred to as **“Purchaser/s/ Allottee”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include mean & their respective legal heirs, executors and administrators and permitted assigns) of the **SECOND PART;**

W H E R E A S: -

A. By and under a Deed of Conveyance dated 8th October, 2010, registered with the Office of Sub Registrar of Assurances at BDR-1 11662 of 2010 executed between one Bal Krishin Manghir Mal Rochlani (therein referred to as the Vendor) of the One Part and M/s Hicons Developers, the Original Developers herein (therein referred to as the Confirming Party) of the Second part and the Society herein (therein referred to as the Purchasers) of the Third Part, the said Bal Krishin Manghir Mal Rochlani, with the consent and confirmation of the Original Developers herein, conveyed, absolutely and forever to the Society herein, all that piece and parcel of land bearing Plot No. 438 of TPS III, bearing CTS No. F/91, admeasuring 986.63 sq. meters or thereabouts together with a building standing thereon known as “Suraj Prakash”, lying being and situate at 14th Road, Khar (West), Mumbai 400 052, in the Revenue Village Bandra F Ward, Taluka Andheri and within the District Mumbai Suburban in the Registration District of Mumbai

and Mumbai Suburban District and which is hereinafter referred to as “the said property” and is more particularly described in the **Schedule** hereunder written;

B. in the circumstances aforesaid the said Society became absolutely seized and possessed of and otherwise well and sufficiently entitled to the said property as Owners thereof;

C. by and under a Development Agreement dated 18th October, 2010 registered at the office of the Sub-Registrar of Assurances at Bandra under Serial No. BDR-1 12061 of 2010, executed by and between the said Society herein, of the One Part and the Neelam Balwani and eight others (therein referred to as ‘the Members’) of the Second Part, and the Original Developers herein (therein referred to as ‘the Original Developers’) of the Third Part (“the Development Agreement”), the Society with confirmation of the members granted development rights in respect of the said property to the Original Developers herein, on the terms and conditions more particularly set out in the said Development Agreement;

D. In the premises aforesaid the Original Developers herein became absolutely entitled to redevelop the said property owned by the Society;

E. By and under Deed of Assignment of Grant of Development Rights (said Deed of Assignment) dated 02nd July, 2013 which is registered with the Office of Sub Registrar of Assurances under Serial No. BDR-9/5316/2013, the Original Developers have with the confirmation of the Society and its members assigned all the rights, benefits and advantages along with duties, liabilities, responsibilities & obligations under the said Development Agreement dated 18th October, 2010 in respect of the property to the Developers herein on the terms and conditions mentioned in the said Deed of Assignment.

F. The Original Developers had prior to entering into the Deed of Assignment already demolished the existing building standing on the said property ;

G. In the circumstances aforesaid, pursuant to Deed of Assignment of Development Rights, the development rights and such other rights of the Original Developers in respect of the said property have stood vested in the Developers herein ;

H. The Developers are in the process of constructing a new building/s in its place as per the plans that are approved and sanctioned plans under 33(14) of the Development Control Regulations of Greater Mumbai 1991;

I. The Purchaser/s is/are aware that the Developers is developing the said property under the Regulation 33(14) of the Development Control Regulation for Greater Mumbai 1991 (as amended). As per the said Regulation, the Developers is entitled to construct Permanent Transit Camps for the Project Affected Persons. The Purchasers are also aware that the area of the said Flat agreed to be purchased by him/her/them under this Agreement for Sale is covered by the PTC provisions. Under the said Regulation, the Developers is entitled to transfer the said Permanent Transit Camps to another property being developed by him by clubbing of schemes under the Provisions of 33(14) of the DC rules. The Developers has already proposed transfer of the said Permanent Transit Camps to another property which is being developed on all that piece and parcel of land bearing C.T.S. No. 85, 85 (1) to (58) & 86 lying, being and situate at to the west side of Western Express Highway, village Majas Part-II, Caves Road, Jogeshwari (East), Mumbai-400 060. The said clubbing application has been sanctioned by Slum Rehabilitation Authority and accordingly issued a Letter of Intent (L.O.I.) bearing No. SRA/DDTP/215/KE/PL/LOI dated 25th October, 2013.

J. the Developers are entitled and enjoined upon to construct building/s on the Property in accordance with the recitals hereinabove and the Society has put the Developers herein in possession of the Property to take necessary steps with respect to the Project of redevelopment thereon. It is agreed and understood that the term “the said Project” appearing in this Agreement shall mean the Project of redevelopment undertaken by the Developer in respect of the said Property described in the First Schedule hereunder written belonging to the Suraj Prakash Co-Operative Housing Society Ltd;

K. The Slum Rehabilitation Authority has issued their I.O.A. No. SRA/ENG/699/HW/PL/AP dated 08/05/2014;

L. The Developers have applied to the Statutory Authorities and the Slum Rehabilitation Authority have issued its Commencement Certificate (C.C.) No. SRA/ENG/699/HW/PL/AP dated 06/09/2014 in respect of the proposed building to be constructed on the said Property;

M. The Developers have entered into standard Agreement with an Architect _____ registered with the council of Architects and such agreement is as per the Agreement prescribed by the Council of Architects;

N. The Developers have appointed a structural Engineer _____ for the preparation of the structural design and drawings of the buildings and the Developers accepts the professional supervision of the Architects and the structural Engineer till the completion of the building;

O. In accordance with the sanctioned building plans the Developers have commenced construction of the building/s to be known as “ K MORDANI CELYN” comprising of , podium and upper floors on the said Property more particularly described in the First Schedule hereunder written;

P. While sanctioning the said plans, the concerned statutory/ Competent authority has laid down certain terms, conditions, stipulations and restrictions and such terms, conditions, stipulations and restrictions till now have been and even hereafter will have to be observed and performed by the Developers while completing the said Project of proposed construction and only upon the observations and performance whereof, the Occupation and Completion Certificates in respect of such construction shall be granted by the said concerned statutory/ Competent authority, the Developers hereby agree to ensure that the Developers shall duly observe and perform all such terms, conditions, stipulations and restrictions;

Q. The Purchaser/s has/have applied to the Developers for allotment of Flat on the _____ floor of the Wing _____ that shall be standing on the said Property after

completion of such construction thus being constructed on the said Property, which flat is hereinafter referred to as “the said Flat/ Premises ”;

R. The Purchaser/s has/have prior to the execution of this agreement taken physical inspection of the said property and have satisfied themselves about the same and about the title of the said Society to the said property and have accepted the same and shall not be entitled to any further investigation thereof and no requisition or objection whatsoever shall be raised in future in respect of any matter relating thereto.

S. The Purchaser/s hereby agree/s and confirm/s that inspection has been given by the Developers of all the documents of title and true copies of Intimation of Disapproval, Commencement Certificate, the present and proposed plans and the specifications of the said building/s which is in the process of being constructed by the Developers on the said property and the plans, designs and specifications prepared by the Developer’s Architects Messrs _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Acts”) and the Rules and Regulations made thereunder and under the provision of Maharashtra Ownership of Flats act, 1963;

T. Copies of the following documents are annexed hereto and marked as follows:-

<u>Annexure “A”</u>	Title Certificate issued by M/s Shiralkar & Co.
<u>Annexure “B”</u>	<u>Authenticated Copies of Property Register Card of the said property.</u>
<u>Annexure “C”</u>	City Survey Plan.
<u>Annexure “D”</u>	Copy of I.O.A. No. ENG/699/HW/PL/AP dated 08/05/2014.
<u>Annexure “E”</u>	Copy of Commencement Certificate No. SRA/ENG/699/HW/PL/AP dated 06/09/2014.
<u>Annexure “F (colly)”</u>	<u>Authenticated Copies of floor plan of the concerned premises as sanctioned by statutory / Competent Authority.</u>
<u>Annexure “G”</u>	<u>List of fixtures, fittings and other amenities in the Building/Premises and other specifications.</u>
<u>Annexure H (colly)</u>	<u>Authenticated Copies of present and proposed Layout Plan as approved by statutory / Competent</u>

	<u>Authority according to which the construction of the proposed Building/s and open spaces are proposed to be provided for the said Project of redevelopment of the said Property</u>
<u>Annexure I</u>	Authenticated copy of Registration of the said Project under RERA .

U. The Purchaser is aware of all the terms and conditions contained in various documents hereinabove recited and shall observe all the terms and conditions applicable to him. The Purchaser/s hereby further agrees and covenants with the Developers to sign and execute all papers and documents in favour of the Developers or otherwise as may be necessary for the purpose of enabling the Developers to carry redevelopment on the said property and construct the proposed building in accordance with the sanctioned plans relating thereto or such other plans with such additions and alterations that may be sanctioned by the statutory / Competent Authority and as the Developers may in their sole discretion deem fit and proper and/or for the purpose of applying for or obtaining the approval or sanction of statutory / Competent Authority or any other appropriate authorities in that behalf as well as for the construction of the said building on the said property upon or after the grant of such approval or sanction relating thereto provided the size and location of the said premises agreed to be purchased by the Purchaser/s is not in any manner adversely affected.

V. The Developers herein have registered the Project of development of the said Property under the provisions of the RERA Act with the Real Estate Regulatory Authority at _____ no _____ being Annexure “I” hereto . The Developers hereby declare that they shall furnish all the information required under the provisions of the said Real Estate (Regulation and Development) Act, 2017 and the rules made thereunder at the time of registration of the said Project with the Real Estate Regulatory Authority and agree and undertake to update and revise the same from time to time with regard to the progress of the said Project;

W. It is agreed and understood that the term “the said Project” appearing in this Agreement shall mean the Project of development undertaken by the

Developers in respect of the said Property described in the First Schedule hereunder written;

X. by virtue of the above recited documents , the Developers have sole and exclusive right to sell the Flats/ Premises in the proposed building/s to be constructed by the Developers on the said property and to enter into Agreement/s with the Purchasers herein to receive the sale consideration in respect thereof;

Y. the Developer has got the necessary approvals as mentioned hereinabove 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.

Z. the Developer has accordingly commenced construction of the said building/s in accordance with the said proposed plan.

AA. the Parties after relying on the inspection, confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

BB. This Agreement for Sale is in respect of the Premises/Flat which the Developers herein are authorized and entitled to sell and in view thereof , the Purchaser/s has agreed to purchase from the Developers and the Developers have agreed to allot to the Purchaser/s Flat/Unit /Premises No. _____ on the ____ Floor of the “_____” Wing admeasuring _____ sq. ft (carpet area) in total equivalent to _____ sq.mts. togetherwith Enclosed Balcony/ Terrace/ Varandah admeasuring _____ Sq.Mtrs. togetherwith 1 (one) Car Parking Space hereinafter referred to as “said Flat/Premises/Unit”) being constructed on the said Property;

CC. The Developers hereby clarifies that it has withdrawn all its advertisements and brochures et cetera in respect of the said Project published prior to 01.05.2017 and the same are not in use since then; and the Allottee/s hereby acknowledges the same. The Allottee/sfurther hereby admit and confirms that he has relied only on the advertisements and brochures et cetera in respect of the said Project published by the Developers only after 01.05.2017;

DD. The carpet area of the said Premises/ Flat is ____ sq.ft square meters and “carpet area” means the net usable floor area of the said Premises/ Flat agreed to be sold hereunder and excludes the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises/ Flat for exclusive use of the Purchaser/Allottee or verandah area and exclusive open terrace area appurtenant to the said Premises/ Flat for exclusive use of the Purchaser/Allottee, but includes the area covered by the internal partition walls of the Premises/ Flat .

EE. prior to the execution of these presents the Purchaser/Allottee has paid to the Developers a sum of Rs._____ (Rupees _____only), being 10% payment of the sale consideration for the Premises/ Flat agreed to be sold by the Developers to the Purchaser/Allottee as advance payment (the payment and receipt whereof the Developers both hereby admit and acknowledge) and the Purchaser/Allottee has agreed to pay to the Developers the balance of the sale consideration in the manner hereinafter appearing.

FF. under Section 13 of the said Real Estate (Regulation & Redevelopment) Act, 2016 and provisions of Maharashtra Ownership of flats Act, 1963 the Developer is required to execute a written Agreement for Sale of said Agreement with the Purchaser/Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

GG. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser /Allottee hereby agrees to purchase the said Flat/ Premises and the covered parking Space .

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

1. RECITALS TO FORM PART OF AGREEMENT

1. The recitals of this agreement shall form an integral part of this agreement.
2. The DEVELOPERS are entitled to develop and shall construct a building consisting of Ground plus upper floors on the property more particularly described in the First Schedule hereunder written under 33(14) of the Development Control Regulations of Greater Mumbai , 1991 or such other similar scheme that may be

implemented on the said property and in accordance with the plans/ designs/ specifications sanctioned by concerned local authority and which have been seen and approved by the Purchaser/s with only such variations and modifications as the DEVELOPERS may consider necessary or as may be required by the concerned local authority/ the Government to be made in them or any of them. The DEVELOPERS intend to commence in due course , further development of the said Property in accordance with the sanctioned plans phasewise or any variation or modification or any amendments thereof, as may be approved by the concerned authorities , from time to time PROVIDED The Developer shall obtain prior consent in writing of the Purchaser/Alottee in respect of variations and modifications which may adversely affect the Premises/ Flat as the Developers may consider necessary or as may be required to be made except any alteration or addition required by the Government or due to change in the law.

3. PURCHASE AND ALLOTTMENT OF PREMISES/ FLAT & CAR PAKING SPACE

3.1 The Purchaser /Allottee hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser /Allottee Flat / Premises No. _____ of carpet area admeasuring _____sq. meters on _____ floor in the building _____Wing (hereinafter referred to as the said Premises/Unit) as shown in the Floor plan thereof hereto annexed and marked Annexure F togetherwith Enclosed Balcony/ Terrace/ Varandah admeasuring _____ Sq.Mtrs. including Rs. _____/- (_____) being the proportionate price of the common areas and facilities appurtenant to the Premises aggregating to a total consideration of Rs. _____ /- (Rupees _____ only) (subject to deduction of Tax at Source. TDS at the applicable rate of 1% + Service Tax + Vat / GST, as applicable as per the present rules) which includes the proportionate price of the common areas and facilities appurtenant to the premises. The nature, extent and description of the common areas and facilities and Restricted areas which are more particularly described in the Second Schedule annexed herewith.

3.2 The Purchaser /Allottee hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser /Allottee one covered parking space bearing No. _____ situated at _____ Basement and/or stilt and/or _____ podium being constructed in the layout for the consideration of Rs. _____/- (delete where not applicable)

4. CONSIDERATION

4.1 The total aggregate consideration amount for the Flat/ Premises including the Car parking space is thus Rs._____/-.

4.2 The Purchaser/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 that Developer the balance amount of Rs._____ (Rupees _____) in the following manner :-

Payment Plan

i. Amount of Rs._____ - (_Rupees _____only) on or before _____(not exceeding 30% of the total consideration to be paid to the Developer after the execution of Agreement.

ii. Amount of Rs._____ - (_Rupees _____only) on completion of Plinth of the building or Wing in which the said Premises/ Flat is located (not exceeding 45% of the total consideration)

iii. Amount of Rs._____ - (_Rupees _____only) on completion of Slabs including Podiums, if any, and stilts of the building or Wing in which the said Premises/ Flat is located (not exceeding 70% of the total consideration)

iv. Amount of Rs._____ - (_Rupees _____only) on completion of Sanitary fitting, staircases , lift wells, lobbies upto the floor level of the said Premises/ Flat (not exceeding 80% of the total consideration)

v. Amount of Rs._____ - (_Rupees _____only) on completion of external plumbing , external plaster , elevation, terraces with water proofing of the building or wing in which the said Premises/ Flat is located (not exceeding 85% of the total consideration)

vi. Amount of Rs._____ - (_Rupees _____only) on completion of lifts , water pumps, electrical

fittings , electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of Sale of the BUILDING or wing in which the said Premises/ Flat is located.

vii. Balance Amount of Rs. _____/- (_____) against and at the time of handing over of the possession of the Premises/ Flat to the Purchaser/Allottee on or after receipt of occupancy certificate or completion certificate.

4.3 The Total Price above excludes Taxes (consisting of tax paid or payable by the Developers by way of Value Added Tax, Service Tax, GST, 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 Developers) up to the date of handing over the possession of the (Premises/ Flat).

4.4 The Developers shall be entitled to collect Service Tax, VAT or GST and such other applicable statutory taxes by whatsoever name called on all the installment/deposits mentioned under this agreement and the Purchaser/s hereby agrees to pay the same on demand by the Developers without any demur.

4.5 The Purchase shall at the earliest furnish the copy of the TDS Certificate to the Developers after execution of this Agreement.

4.6 Time is essence for the Developers as well as the Purchaser/Allottee. The Developers shall abide by the time schedule for completing the project and handing over the [Premises/ Flat] to the Purchaser/Allottee and the common areas to the Proposed Society after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/Allottee shall make timely payments of the installment and other dues payable by him/ her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developers as provided hereinabove ("Payment Plan" above for brevity).

4.7 The Developers on due date / or on reaching any of the aforesaid construction milestone / stage as mentioned in the Payment Plan above will forward to the purchaser/s intimation having carried out the aforesaid work at the address given by the Purchaser/s under this agreement and the Purchaser/s will be bound to pay the amount of installments within fifteen days of the Developers dispatching intimation by RPAD or email at the address of the Purchaser/s as

given in these presents. The Developers will keep Certificate of the Architects certifying that the Developers have carried out given work and such Certificate shall be conclusive proof that the plinth and respective slabs are completed the Purchaser/s are not entitled and hereby agree not to raise any objection as regards completion of plinth/ slab and in regard to the certificate of the Developers' architect.

4.8 The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developers undertakes and agrees that while raising a demand on the Purchaser/Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developers 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 Purchaser/Allottee, which shall only be applicable on subsequent payments.

4.9 Payment of any installment , if made in advance shall be adjusted to the next installments. No interest shall be paid by the Developers for such advance payments made by the Purchaser/ Allottee or the housing finance companies/ bank etc on behalf of the Purchaser /Allottee.

4.10 The Developers shall confirm the final carpet area that has been allotted to the Purchaser/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 (3%) per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developers. If there is any reduction in the carpet area within the defined limit then Developers shall refund the excess money paid by Purchaser/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 Purchaser/ Allottee. If there is any increase in the carpet area allotted to Allottee, the Developers shall demand additional amount from the Purchaser/ 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 in Clause 3.1 of this Agreement.

4.11. The Purchaser/Allottee authorizes the Developers to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developers may in its sole discretion deem fit and the Purchaser/Allottee undertakes not to object/demand/direct the Developers to adjust his payments in any manner.

5. FITTINGS AND FIXTURES AND OTHER AMENITIES

5.1 The fixtures, fittings and amenities to be provided to the Purchasers in the said building and the Flat/Shop/Office are those that are set out in Annexure “E” hereto.

6. INSPECTION OF THE PROPERTY AND DOCUMENTS RELATING THERETO

6.1 The Purchaser/s have prior to the execution of this agreement taken physical inspection of the said property and have satisfied themselves about the same and about the title of the said Society to the said property and have accepted the same and shall not be entitled to any further investigation thereof and no requisition or objection whatsoever shall be raised in respect of any matter relating thereto.

6.2 The Purchaser/s hereby agree/s and confirm/s that inspection has been given by the DEVELOPERS of all the documents of title and true copies of Intimation of Disapproval, Commencement Certificate, the plans and the specifications of the said building/s which is proposed to be constructed by the DEVELOPERS on the said property. The Purchaser/s is aware of all the terms and conditions contained in various documents hereinabove recited and shall observe all the terms and conditions applicable to him. The Purchasers hereby further agrees and covenants with the DEVELOPERS to sign and execute all papers and documents in favour of the DEVELOPERS or otherwise as may be necessary for the purpose of enabling the DEVELOPERS to carry construction on the said property and construct the said building in accordance with the sanctioned plans relating thereto or such other plans with such additions and alterations that may be sanctioned by the concerned local authorities / SRA and as the DEVELOPERS may in their sole discretion deem fit and proper and/or for the purpose of applying for or obtaining the approval or sanction of the concerned local authorities or any other appropriate authorities in that behalf as well as for the construction of the said building on the said property upon or after the grant of such approval or

sanction relating thereto provided the size and location of the said premises agreed to be purchased by the Purchasers is not in any manner adversely affected. The Purchasers agree that the said consent is irrevocable. In the event such variation/modifications majorly affect the Flat/ Premises it is agreed that the Promoter shall obtain prior consent in writing of the Allottee or 2/3rd of the purchasers of the flats in the concerned phase as provided In RERA in respect of such variations or modifications unless such alterations or additions are required by any Government authorities or become necessary due to change in law or building rules or regulations .

6.3 The DEVELOPERS hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said building plans or thereafter and shall before handing over possession of the said Premises to the Purchasers, obtain from the concerned local authority, occupation and/or completion certificate in respect of the said premises.

7. REPRESENTATIONS BY THE DEVELOPERS

7.1 The Developers have rights for development of the said property by and under a Deed of Assignment of Development Rights dated 02/07/2013. The flat agreed to be sold by the Developers under this Agreement is part of the constructed area that is, available for sale to the Developers. The Developers have agreed to sell to the Purchasers only the flat under this Agreement. The rights in respect of other flat including flat coming to the share of the existing members of the Society as also parking spaces and T.D.R. and/or F.S.I. rights and all other rights in respect of the said property (save and except, rights in respect of common amenities) shall continue to remain with the Society and/or Developers as mutually agreed by and between them. Such flat and/or rights shall be construed as restricted area and/or rights and the Purchasers shall not be entitled to claim any right, title or interest therein at any time hereafter.

7.2 Save and except what is mentioned in the recitals hereto and the Title report/ Certificate , the Developers hereby further represent, declare and confirm that:

- a) The Society is absolutely seized and possessed of and otherwise well and sufficiently entitled to the said Property;
- b) There are no outstanding encumbrances, mortgage/s, charge/s lien/s, notices for acquisition requisitions, easement rights or outstanding interest, lien or claim by

any person in respect of the said property nor the said property is subject matter of any pending litigation or attachment either before or after judgment;

c) The Developers have not entered into any agreement or agreements nor have they contracted to create any right, title or interest in favour of any person or persons nor has they done or committed to do any acts, deeds, things or matters whereby or by means or reasons whereof the said Flat is or can be adversely affected and/or seriously prejudiced;

d) The Developers have full right and absolute authority and are inter alia entitled to deal with the said flat and sell the same unto and in favour of the Purchasers;

e) The Deed of Assignment dated 02/07/2013 in favour of the Developers is valid, subsisting and binding and has not been revoked or cancelled by the Society.

f) The said property is not subject matter of any decree or order or attachment before or after judgment of any Court of law and/or any Authority or Authorities including under the provisions of the Income Tax Act and that there are no proceedings pending in any Court of law wherein the said property is the subject matter;

g) The said property is free hold (save and except the rights of the existing members of the said Society) and there are no onerous covenants or conditions or restriction in respect of the said property. And the Developers have the requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the Property for the implementation of the Project;

h. The Developers have lawful rights and requisite approvals from the competent Authorities to carry out development of the Property and shall obtain requisite approvals from time to time to complete the development of the same ;

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

j. The Developers state that they are not restricted in any manner whatsoever from selling the said [Premises/ Flat] to the Purchaser/Allottee in the manner contemplated in this Agreement;

k. After completion of the development of the said Property as contemplated under this Agreement the Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the said Property and the proposed Building/s to Suraj Prakash Co-Operative Society Limited ;

l. The Developers have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever,. payable with respect to the said project of redevelopment to the competent Authorities;

m. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developers in respect of the Property and/or the Project except those disclosed in the title report.

The Purchasers have agreed to purchase the said Flat/Premises relying upon the declarations and representations made by the Developers herein and subject to the conditions stipulated about the rights of the Developers described in this agreement and subject to what is stated in the Title report/ certificate .

7.3 The Developers hereby agree/s that they shall, before handing over possession of the flat to the Purchasers make full and true disclosure of the nature of the Society's title to the said property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property, they shall as far as practicable, ensure that the said property are free from all encumbrances and that the Society continues to have clear and marketable title to the said Property and that the Purchasers and each flat owner has a clear and marketable title.

7.4 The Purchasers herein shall have right only in respect of the flat hereby agreed to be sold by the Developers to the Purchasers under this Agreement. The rights in respect of other flat including other flat as also parking spaces and T.D.R. and/or F.S.I. rights and all other rights in respect of the said property (save and except, rights in respect of the flats for the existing members and common

amenities) shall continue to remain with the Society and/or the Developers herein as may be mutually decided between them.

8. RIGHT TO USE ADDITIONAL FSI/TDR BY THE DEVELOPERS ON THE SAID PROPERTY

8.1 The Developer hereby declares that the Floor Space Index available as on date in respect of the Property is _____ square meters only and Developer has planned to utilize Floor Space Index of _____ 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 Developer has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the Property in the said Project and Purchaser/Allottee has agreed to purchase the said Premises/ Flat based on the proposed construction and sale of Premises/ Flat s to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI granted at anytime in future during the completion of the Project shall belong to Developer and Society as maybe mutually agreed between them.

8.2 In addition to the above, the Developers shall be entitled to use all the FSI and/or TDR and incentive/premium/compensatory FSI, Fungible FSI or any other building potential available on the said Property and/or carry out additional constructions further or new construction togetherwith right to utilize foundation, columns, beams, top terrace for such additional construction, that may be permitted by the local body or concerned authority for any reasons whatsoever including FSI in respect of any adjoining or neighboring property or FSI by way of Transferable Development Rights (TDR). Such additional structures and storeys will be the sole property of the Developers, who will be entitled to dispose of the same in any manner whatsoever as the Developers may deem fit and proper and the flat/Premises Purchaser/s shall not be entitled to raise any objections or claim any reduction in price of the flat/premises agreed to be acquired by her/them and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever. The Developers will be entitled to all the present and or future F.S.I. and /or T.D.R. on the said Property and the Purchasers shall have no rights in respect thereof and the rights of the Purchasers shall be restricted only to the

said Premises and parking spaces, if any, agreed to be purchased by the Purchaser/s and shall not extend to rights to use of any additional F.S.I or TDR that may be allowed to be used on the said Property on proportional basis or otherwise and the Purchasers shall not claim any such rights against the Developers. It is agreed by and between the parties that, if the permitted Floor Space Index of density or ratio though made any time in future, the Developers will have the absolute rights to put up additional construction and/or consume any balance and/or available floor space index or T.D.R. on both the said Property by constructing further structure/s on the said property. PROVIDED FURTHER THAT notwithstanding anything contained in this agreement, any rights reserved by the Developers shall be subject to the rights of the Purchasers under this Agreement as regards the said Flat/Premises and the same shall not prejudice or affect the rights of the Purchasers as regards the said Flat/Premises and the exclusive use and enjoyment of the areas and facilities appurtenant to the said Flat/Premises.

8.3 The Purchaser/s shall not have any right in respect of floor space index sanctioned by the concerned local and statutory authority in respect of the said Property and any other floor space index that may be sanctioned in future and the Developers shall be entitled to utilise the same for the development of the said property. Furthermore, the Developers shall also be entitled to develop the said Property by utilising TDR of other property on the said Property if and to the extent permitted by law and the Purchaser/s shall have no objection thereto. The Purchaser/s shall be entitled to only the Premises together with common amenities agreed to be sold by the Developers. All other rights with regard to FSI, additional premium FSI, Fungible FSI, incentive/compensatory FSI and such other building potential available on the said property, transfer and sale of additional FSI etc. shall be the right of the Developers.

9. INTEREST ON AMOUNT DUE

9.1 The Purchaser/s agree/s to pay to the Developers interest on all the amounts which become due and payable by the Purchaser/s to the Developers under the terms of this agreement from the date the said amount is payable by the Purchaser/s to the Developers in the manner stated herein .

9.2 Without prejudice to the rights of the Developers to take action arising out of delay in the payment of installments on due date , the Purchasers/ Allottee shall be bound and liable to pay interest as per State Bank of India's Highest Marginal

Cost of Lending Rate plus 2 % per annum with monthly rests on all the amounts which become due and payable by the Purchaser/ Allottee to the Developers till the date of actual payment, provided that tender of the principal amount and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Developers under this Agreement nor shall it be construed as condonation of delay by the Developers . The amount of interest may be informed to the Purchaser/ Allottee from time to time or on completion of the said Premises/ Flat and the Purchaser/ Allottee has/have agreed to pay the same as and when demanded before the possession of the said Premises/ Flat is handed over. In the event the State Bank of India's Highest Marginal Cost of Lending Rate is not in use it will be replaced by such benchmark lending rates which the State Bank of India may fix for time to time for lending to the general public.

9.3 The Developers shall, in respect of any amount, including interest payable but not paid by the Purchasers under the terms and conditions of these presents, have first lien and charge on the said Flat / Premises agreed to be purchased by the Purchaser.

9.4 If the Developers fail to abide by the time schedule for completing the project and handing over the [Premises/ Flat] to the Purchaser/Allottee, the Developers agrees to pay to the Purchaser/Allottee, who does not intend to withdraw from the project, interest as per State Bank of India's Highest Marginal Cost of Lending Rate plus 2 % per annum, on all the amounts paid by the Purchaser/Allottee, for every month of delay, till the handing over of the possession.

10. TERMINATION ON DEFAULT IN PAYMENT AND BREACH OF CONDITIONS

10.1 The Purchaser confirm that the installments payable by the Purchaser/s shall be paid on the due dates without any delay or default as time in respect of the installments payable by the Purchaser under these presents is of essence of the contract. Without prejudice to the right of Developers to charge interest in terms of sub clause 8 above , on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developers under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing defaults of payment of instalments, or on the Purchaser/s committing breach of any of the terms and conditions herein contained and/or any other writing and/or the terms and conditions of layout, I.O.D., Commencement Certificate and other sanction,

permission, no objection, undertakings and affidavits etc, the Developers shall without prejudice to their other rights or remedies in law under this agreement or otherwise be entitled at their own option to terminate this agreement and forfeit an amount of Rs._____ (Rupees _____ only out of the total consideration till then paid by the Purchaser/s under this agreement as liquidated damages. The said amount which the Developers is entitled to forfeit is agreed to be a fair and reasonable estimate of loss and damages that the Developers will suffer in case of breach of the Purchasers and does not amount to penalty .

10.2 Provided that, Developers shall give notice of fifteen days in writing to the Purchaser/Allottee, by Registered Post AD at the address provided by the Purchaser/Allottee and mail at the e-mail address provided by the Purchaser/Allottee, of his 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 Purchaser/Allottee fails to rectify the breach or breaches mentioned by the Developers within the period of notice then at the end of such notice period, Developers shall be entitled to terminate this Agreement.

10.3 Provided further that upon termination of this Agreement as aforesaid, the Developers shall refund the amount till then received from the Allottee/s without any interest thereon within a period of 30 days, by deducting; (i) an amount of Rs. _____/- (Rupees _____ Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Allottee/s, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT or any other taxes charged by the Developers to the Allottee/s till the date of such termination and the Developers herein shall be entitled to deal with the said Flat with any prospective buyer. Delay in issuance of any reminder/s or notice/s from the Developers shall not be considered as waiver of Developers' absolute right to terminate this Agreement.

10.4 It is specifically agreed between the parties hereto that, if the transaction in respect of the said Flat between the Developers and Allottee/s herein terminated as stated hereinabove then all the instruments under whatsoever head executed between the parties hereto or between the Developers and Allottee/s herein, in respect of the said Flat, shall stand automatically cancelled and either party have no right, title, interest or claim against each other.

10.5 The Developers shall upon termination of this Agreement be at liberty to re enter and resume possession of the Flat/Premises (if such possession is given to the purchaser) and remove there from everything whatsoever brought in by the Purchaser/s without any objection or hindrance from the Purchaser/s .The Developers after such termination shall be entitled to dispose of and sell the said Flat/Premises to such person/s and at such price as the Developers may in their absolute discretion think fit. It is agreed that upon termination of this Agreement as set out in this clause together with interest as stated hereinabove the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever in the said Flat/Premises

10.6 In the event of termination as contemplated herein, the Owners shall not at any time be liable to refund the taxes including service tax, vat, GST, stamp duty, registration charges and any other tax by whatsoever name called, paid by the Purchasers on any of the installment mentioned under this agreement.

11. POSSESSION OF THE SAID FLAT

11.1 The Developers shall give possession of the said Premises to the Purchaser/s on _____ from the date hereof, provided that the Purchaser/s has paid to the Developers the entire consideration payable hereunder and all the deposits to be made and the moneys to be deposited by the Purchaser/s with the Developers under this agreement. If the Developers fail or neglect to give possession of the said Premises as aforesaid on account of reasons beyond their control or control of their agents by the aforesaid date or on any date as may be mutually extended by the parties then in such event the Developers shall be liable on demand to refund to the Purchaser/s the amounts already received by the Developers in respect of the said Premises with simple interest at the rate of 9% per annum from the date the Developers received the same till the entire amount of interest thereon is repaid by the Developers to the Purchaser/s and the Purchaser shall have no charge on the said Property or the said Premises, whatsoever. The Purchaser shall only be entitled to a monetary claim against the Developers PROVIDED THAT the Developers shall be entitled to reasonable extension of time for giving delivery of the said Premises if the delay is on account of any reasons beyond their control including but not limited to any of the following reasons:

- i) non availability of cement, steel, other building material, water or electric supply;
- ii) War, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project (“Force Majeure”).;
- iii) any notice, order, rule, notification of the Government and/or other public or Competent authority and changes in the government or Municipal policy.
- iv) Extension of time for giving possession as may be permitted by the Regulatory Authority under the said Act for reason where actual work of said Project / Building/s could not be carried by the Developers as per sanctioned plan due to specific stay or injunction orders relating to the said Project from any Court of Law, or Tribunal, Competent authority, statutory authority, high power committee including RERA Authorities etc. or due to such circumstances as may be decided by the Authority.

11.2 If, however, the completion of the said Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Developers shall be entitled to the extension of time for delivery of possession of the Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Developers to implement the said Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developers shall refund to the Allottee/s the entire amount received by the Developers from the allotment within 30 days’ from that date. After any refund of the money paid to the Allottee/s, Allottee/s agrees that he/she/they shall not have any rights, claims etc. against the Developers and that the Developers shall be released and discharged from all its obligations and liabilities under this Agreement.

11.3 Further the Allottee/s agrees not to raise any objection and agrees to make payment of all installments as per the work progress even if the Developers completes the building/s substantially earlier than the aforesaid date.

11.4 As agreed herein above a variation upto +/- 3% is permissible in the proposed carpet area of the said Flat and the Purchaser/s shall not raise a dispute or make any claims against the Developers in this regard as the said variation upto +/- 3% may be a result of the internal finishing work that is undertaken by the Developers in the said Flat or minor variations in the building plans, site conditions etc subject to what is stated in this Agreement .

12. PROCEDURE FOR TAKING POSSESSION

12.1 The Developers, upon obtaining the occupancy certificate from the competent authority in respect of the said Flat/ Premises and the payment made by the Allottee as per this agreement, the Purchaser/s shall take possession of the Premises within ____ (____) days of the Developers giving written notice to the Purchaser/s intimating that the said Premises is ready for use and occupation. The Developers agrees and undertakes to indemnify the Purchaser/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developers. The Purchaser/Allottee agree(s) to pay the maintenance charges as determined by the Developers and after completion of the project and handing over the charge of the said Property to the said Society . The Developers on its behalf shall offer the possession to the Purchaser/Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

12.2 At the time of taking possession of the Premises, the Purchaser shall fully satisfy himself with regard to the completion of the Premises in all respects as being in accordance with the terms and conditions of this Agreement and pass a writing to that effect to the Developers, where after the Developers shall not be bound to meet any claim of the Purchaser on the ground that the Premises has not been completed in accordance with the agreed specification or that any unauthorized changes have been made therein or that the agreed amenities have not been adequately provided by the Developers.

12.3 Failure of Allottee to take Possession of the Premises/ Flat Upon receiving a written intimation from the Developers as per this clause , the Allottee shall take possession of the Premises/ Flat from the Developers executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give

possession of the Premises/ Flat to the Allottee. In case the Allottee fails to take possession within the time provided in this clause such Allottee shall continue to be liable to pay maintenance charges as applicable.

12.4 The Developers shall without any hindrance or objection by the Purchasers be entitled to carry out and continue themselves or through their Contractors or otherwise the remaining work in respect of the Building/s proposed on the said property and the Purchasers shall not raise any grievances with respect to cause of nuisance or annoyance or disturbance against the Developers.

13. STRUCTURAL DEFECTS/ ADDITIONS AND ALTERATIONS OF THE SAID FLAT/ SHOP/ OFFICE

13.1 If within a period of five years from the date of handing over the Flat/ Premises to the Purchaser/Allottee, the Purchaser/Allottee brings to the notice of the Developers any structural defect in the Flat/ Premises or the building in which the Flat/ Premises is 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 his 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 and which compensation shall not exceed the costs of such repairs.

13.2 Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Premises/ Unit and in specific the structure of the said Premises / Wing of the said Building/s which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Developers the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Developers , and shall not mean defect/s caused by normal wear and tear and by negligent use of Premises/ Units by the Occupants, vagaries of nature etc.

13.3 Further where the manufacturer warranty as shown by the Developers to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Premises / Building / Wing, and if the

annual maintenance contracts are not done / renewed by the Allottee/s the Developers shall not be responsible for any defects occurring due to the same.

13.4 That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Premises and the said Building and the common project amenities wherever applicable.

13.5 That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the Premises / Building / Wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

13.6 Provided further that any default or deviation in usage /maintenance of the said Premises/ Building shall amount to default on part of the allottee towards proper maintenance of the Premises / building / Wing and the allottee shall not be entitled to claim any compensation against defect liability from the Developers .

13.7 It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the Premises / building / Wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

13.8 Till a conveyance of the Property on which the building in which the said Flat is situated is executed in favour of Proposed Society, the Allottee shall permit the Promoter and their surveyors and agents, with' or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

14. PURPOSE OF USE OF FLAT /PARKING SPACES:

14.1 The Developers have allotted to the Purchasers _____ open/ stilt/podium/basement car parking space in the proposed building/s as earmarked on the parking plan of the said building, which is annexed hereto and marked as Annexure ”_____ colly” hereto. The Car Parking Spaces, shall only be used for

parking of Light Motor Vehicles (L.M.V.) for personal and family use. It is agreed by the Purchasers shall not be entitled to raise any objections or create any hindrances with respect to the rights of the Promoter to allot the Car Parking Spaces to any person of their choice and shall abide by the said allotment.

14.2 The Purchasers shall use the said flat or permit the same to be used only for the purpose for which it is allotted and not for any purpose other than the purpose allowed under this Agreement. The Purchasers shall be responsible and answerable for any deviation in the use of the said flat which are contrary to the sanctions of the Municipal and other concerned authorities. The Purchaser/s is only entitled to the flat and shall not use open spaces, passages, unauthorized for such purpose that may cause inconvenience or is objected by the other flat/Premise/s Purchasers as also by the Developers and the said Society.

15. MEMBERSHIP AND OTHER RIGHTS AND DUTIES OF THE PURCHASER/S

15.1 After completion of the said building/s and receipt of the entire consideration from the Purchasers herein and all other Purchaser/s of the flat/s or flat/s in the building that the Developers propose to construct on the said Property, the Developers shall cause to submit application for membership of the Purchasers to the Suraj Prakash Co-operative Housing Society Ltd., being the existing co-operative housing society and require the said Society to include the Purchasers herein as member of the said Society as per the terms of the Agreement dated 02/07/2013 whereby the Society has given its consent and confirmation, for the Developers right to construct the building on the said Property and has agreed to admit and induct the third Party flat Purchasers as their member/s.

15.2 The Purchasers agree/s to sign and execute all the necessary applications, forms, documents or Deeds and/or papers and pay the membership fees as may be required for the purpose of becoming member of the said Society.

15.3 It is agreed that the Purchasers shall be bound by the rules and bye-laws of the Society which is already in existence. It is, however, expressly agreed that the right, title and interest of the Developers in the said flat shall be transferred, assigned in favour of the Purchasers and the application for this membership of the society shall be submitted by the Developers and only on condition that the Purchasers and the other Purchasers of the third Party Flat Purchasers strictly

perform the terms and conditions of this Agreement and pay to the Developers all the amounts due and payable under this Agreement. The Allottee/s admit/s and confirm/s that he/she/they will be punctual for paying contribution of maintenance charges and other outgoings in respect of the said Premises/ Flat to Developers or to the Society . The Allottee/s shall not be entitled to any interest on sums so paid.

15.4 It is agreed and understood between the parties hereto that till the completion of the project by construction of new buildings and even after possession of the flat hereby agreed to be sold is given to the Purchasers, the Developers shall be absolutely entitled to and shall be having authority and control as regards the unsold Flat and balance F.S.I. and right to further develop the said Property by use of T.D.R. and its disposal thereof.

15.5 Even after the Developers developing the entire said Property, the Developers shall continue to have a right to dispose off the remaining unsold flat/s earmarked in the Developers name in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Developers and the Purchaser/s of such remaining flat/s shall be accepted as members of such the Society. The Developers in that case shall not be required to pay any transfer fees charges, premium and/or donation and/or compensation and/or cost in any form whatsoever to the Society, save and except the membership fee, share money and entrance fee per member for such remaining unsold flats.

15.6. The Purchasers agree/s and undertake/s to permit and give the Developers all facilities for making any additions, alterations or to put up any additional structure or floors on the said building/s and/or on the said Property till such time the said Property is fully developed by the Developers as per the terms and conditions of the said Deed of Assignment dated 02/07/2013. The Purchaser/s agree/s and undertake/s not to object to such construction on the ground of nuisances, annoyance, inconvenience and/or otherwise for any other reasons whatsoever.

16. OUTGOINGS AND PROPORTIONATE CONTRIBUTION

16.1 Commencing a week after notice in writing is given by the Developers to the Purchasers that the said flat is ready for use and occupation, the Purchaser/s shall be liable to bear and pay to the Developers the proportionate share (i.e. in proportion to area of the said flat) of outgoings in respect of the said Property viz. non-agricultural taxes, local taxes, water charges, insurance premium, common

electricity charges, repairs and sundry maintenance costs and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the said building and land appurtenant, the Purchaser/s shall pay to the Developers, such proportionate share of outgoings as may be determined by the Developers, whose decision in this regard shall be final and binding on the Purchasers. The Purchasers undertakes/undertake to pay such provisional monthly contributions to the Developers and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. The Allottee/s hereby admits that said deposits are only provisional and the actual amount that may be demanded by the Developers may differ.

16.2 It is agreed that in case any security deposit is demanded by water department of THE CONCERNED MUNICIPAL AND STATUTORY AUTHORITIES before giving the water connection to the said building/s or if any amount is required for construction of Electric sub-station the Purchaser/s of all the flat/s shall contribute proportionately thereof as determined by the Developers.

16.3 The Purchaser shall before taking possession of the said flat and upon execution of these presents keep deposited with the Developers the total sum of **Rs. 17,50,000/- as an ad-hoc deposit** as follows :

- i) Rs.6,00,000/- towards Purchaser's share of Non-Agricultural taxes and Municipal property assessment taxes and other maintenance charges and other outgoings for 12 months in advance.
- ii) Rs.1,50,000/- towards Purchaser's share of Development charges.
- iii) Rs.1,00,000/- Deposit towards Electric meter and Water meter Deposit.
- iv) Rs.7,50,000/- for Club charges to use and enjoy club facilities of the Building.
- v) Rs.1,00,000 /- for legal charges, for preparation of these presents /agreement.
- vi) Rs.50,000/- for Society's other Misc. expenses.

The Purchasers hereby covenant/s to pay such further amount or amounts to the Developers if any, of such deposits or payments referred to above get exhausted or is found to be insufficient to meet the taxes and expenses to be incurred by the Developers.

16.4 The aforesaid diverse amounts of deposits and other amount collected as contribution towards outgoings and expenses placed/to be placed with the Developers under this agreement and the above clause shall not carry interest and will remain with the Developers and shall be utilized for the purpose for which they have been received. If there is slight valuation in the said amount, the Purchasers shall be required to pay the difference. If the Developers have already incurred any of the aforesaid expenses, the Developers shall be entitled to get reimbursed for the same from the aforesaid deposits.

16.5 The Developers shall maintain a separate account in respect of sums received by the Developers from the Purchaser/Allottee as advance or deposit, sums received on account of the share capital or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received. If any documents are required to be executed in pursuance of this Agreement in favour of the Society and/or in favour of the flat Purchasers, the Purchaser/s shall bear the Purchaser's share of proportionate stamp duty deficit duty, penalty if any, and registration charges, payable, if any.

16.6 The aforesaid diverse amounts collected as contribution towards outgoings and expenses placed/to be placed with the Developers under this agreement and the above mentioned clause shall not carry interest and will remain with the Developers and shall be utilized for the purpose for which they have been received. If the Developers have already incurred any of the aforesaid expenses, the Developers shall be entitled to get reimbursed for the same from the aforesaid deposits.

17. PAYMENT OF SERVICE TAX, GST, MVAT AND OTHER TAXES

17.1 The Purchasers hereby agrees to pay any Service Tax, GST and MVAT together with interest and penalty, if any, or any such other tax duty fees cess that is payable by way of Service Tax, including by way of GST (Goods and Service Tax) or MVAT under these presents or otherwise in respect of intended sale of flat by the Developers to the Purchasers becoming payable by the Developers in respect of the said flat on demand by the Developers without any demur. The Developers shall not contribute anything towards such taxes, duties fees, cess. If however, the Developers is compelled to pay such taxes, the Purchasers shall reimburse to the Developers such amount forthwith on demand together with the interest @ 18%

(Eighteen Percent) per annum and in determining such amount the decision of the Developers shall be conclusive and binding upon the Purchasers. If the Purchasers commit default in payment of the Service Tax, GST and the MVAT and the interest and penalty, if any, thereon the Developers shall be entitled to withhold delivery of possession of the flat to the Purchasers until the Service Tax, GST and the MVAT and the interest and penalty are paid.

17.2 The Purchasers hereby agree/s that in case the Government of Maharashtra applies or levies Sales Tax, GST or any other tax on the sale of this flat and other flat/s etc. and if any such tax becomes payable in relation to the said flat, the Purchaser/s shall pay the same immediately on demand being made by the Developers and until such time the same shall remain unpaid or deposited by the Purchasers in a separate account with the Developers, the Purchasers shall not be entitled to put in physical possession of the said flat. It is expressly agreed that the legal obligation and liability to pay or to make any contributions towards the aforesaid Sales tax, GST or such other tax on sale of flat etc. (if any), shall be that of the Purchasers alone with interest and penalty, if any, and any loss or damage arising to the Developers on account of non-payment thereof in time or otherwise, the Purchasers shall reimburse to the Developers on demand by the Developers.

17.3 Time for payment of the Service Tax, GST and MVAT and interest and penalty if any thereon is of the essence of the contract. The Developers shall forward to the Purchasers an intimation of the notice of demand received by them from the Service Tax, GST and MVAT Authorities calling upon the Purchasers to pay forthwith the amounts demanded under the said notice without any demur to the Developers and the Purchasers shall be bound to pay the said amounts within eight days of Developers dispatching such intimation Under Certificate of Posting at the address of the Purchasers as given in these presents. The Developers will keep the original of such demand notice open for inspection by the Purchasers at the office of the Developers and such notice shall be conclusive and binding upon the Purchasers and the Purchasers agree not to dispute the same; and

17.4 On the Purchasers committing default in payment of the abovementioned Service Tax, GST and MVAT and the interest and penalty, if any the Developers shall be entitled at their own option to terminate this agreement and forfeit the money received by them till such time. PROVIDED ALWAYS that the power of

termination herein before contained shall not be exercised by the Developers unless and until the Developers shall have given to the Purchasers a prior notice in writing of their intention to terminate this agreement by bringing to their notice the default of non payment of Service Tax, GST and MVAT calling upon the Purchasers to remedy such breach or breaches within the notice period. PROVIDED FURTHER THAT upon termination of this agreement as aforesaid, the Developers shall be entitled to and shall be at liberty to dispose off and sell the said flat to such person and at such price as the Developers may in their absolute discretion think fit.

18. COVENANTS AS TO USE AND MAINTENANCE OF FLAT/CAR PARKING SPACES ETC.

18.1 The Purchaser/s or himself/herself/themselves with intention to bind all persons into whosoever hands the said flat may come do hereby covenant with the Developers as follows: -

- a) To maintain the said flat/Premises at Purchasers own cost in good tenable condition from the date of possession of the said flat/Premises is taken and shall not do or suffered to be done anything in or to the said building in which the said premises is situated, staircase or any passage, which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter to make addition in or to the said building in which the said premises is situated and the said premises itself or any part thereof.
- b) Not to store in the said flat/Premises any goods which are of hazardous, combustible or dangerous nature or so heavy so as to damage the structure and/or construction of the said building in which the said flat/Premises is situated or storing of which goods are objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage the structure and/or construction of the said building in which the said flat/Premises is situated and in case any damage is caused to the said building in which the said flat/Premises is situate or the said Premises itself on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

c) To carry out at his/her/their own cost, all internal repairs of the said flat/Premises and maintain the said flat/Premises in the same condition, state and order in which it was delivered by the DEVELOPERS to the Purchaser/s and shall not do or suffer to be done anything in or to the said Building in which the said flat/Premises is situated or do any act contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Purchaser/s committing any act in contravention of the above provision the Purchaser/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or other public authority.

d) Not to demolish or cause to be demolished the said flat/Premises or any part thereof or at any time make or cause to be made any addition or alteration of whatever nature in or to the said flat/Premises or any part thereof nor any alteration in the elevation and outside colour scheme of the said building in which the said Premises is situated and shall keep the said Premises, sewers, drains, pipes in the said premises and appurtenances thereto in good tenable condition and in particular so as to support, shelter and protect the other parts of the said building in which the said Premises is situated and shall not chisel or in any other manner to damage to columns, beams, wall, slabs or RCC Partis or other structural changes in the said Premises and/or carry out any structural changes or renovation of the said Premises without the prior written permission of the DEVELOPERS and/or the Society and the concerned local authorities .

e) The Purchaser shall use the passenger lifts in the building for the purpose and under the rules framed by the Society. All persons using lifts shall do so at their own risks. The Purchaser shall not carry or cause to be carried heavy or bulky packages to the upper floors by passenger lifts. The Purchaser shall not cause any damage to the lifts, staircases, common passages or any other parts of the said building/s.

f) The Purchasers shall allow the DEVELOPERS and their surveyors or agents with or without workmen and others at all reasonable times free and unobstructed access to and shall be entitled to enter into and upon the flat/Premises or any part thereof to view and examine the state and condition thereof and Purchaser shall make good the repairs, if any, required by the DEVELOPERS within fifteen days of the giving of such notice in writing by the DEVELOPERS to the Purchaser.

g) The Purchasers shall not affix any sign-boards or advertisement outside the building/s nor shall he affix any neon light without the prior consent in writing of the DEVELOPERS.

h) Not to do or permit to be done any act or thing which may render void or voidable any insurance on the said property and the said building in which the said flat/Premises is situate or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

i) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat/Premises in the compound or any portion of the said property and the said building in which the flat/Premises is situate.

j) Pay to the DEVELOPERS within eight days of the demand by the DEVELOPERS their share of security deposit demanded by the concerned local authority or Reliance Energy Ltd., MTNL Ltd. M.G.L. (Mahanagar Gas Ltd.) or other Statutory Authority or other person for giving water, electricity or any other services connections to the said building in which the said flat/Premises is situate.

k) The Purchaser/s shall not let, sub-let, transfer assign or part with Purchaser/s interest or benefit of this agreement or part with possession of the said flat/Premises until all the dues payable by the Purchasers to the DEVELOPERS under this agreement including the monthly outgoings are fully paid up and only if the Purchaser/s had not been guilty of breach or non-observance of any of the terms and conditions of this agreement and until the said Purchaser/s has taken written permission of the DEVELOPERS in that behalf.

l) The Purchasers shall observe and perform all the rules and regulations of the Society as adopted by them from its inception and the addition, alterations or amendments thereof, that may be made from time to time for protection and maintenance of the said building and the said Premises therein and for the observance and the performance of the building rules, regulations and Bye-Laws for the time being of the M.C.G.M. and/or concerned local authority and of Government and other public authority. The Purchasers shall also observe and

perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said flat/Premises in the said building and shall pay and contribute regularly and punctually towards the various taxes, expenses and/or other outgoings in accordance with the terms of this agreement.

m) The Purchasers shall insure and keep insured the said flat/premises against any loss or damages caused by fire or any other calamities for the full value thereof.

n) The Purchasers shall from the date of the Purchasers are handed over possession of the said flat/Premises bear and pay proportionately and also any increase in the all rates, taxes, N. A. taxes, charges, cess and duties, dues, impositions, assessments, land tax, land revenue tax, water charges if any and other taxes, fines, penalties and outgoings levied, imposed or assessed in respect of the tenement and/or the said property and/or the said building by the concerned local and statutory authorities or the Government of Maharashtra or any other local or public body or authority and payable either by the flat/premises purchasers thereof or which are indirectly levied on and collected by the Municipality or other authority from each flat/Premises Purchaser. (So long as each of the tenement shall not be separately assessed, or if the levy is made collectively on the said building, the Purchasers shall pay their share of such levy in proportion in which the area of the tenement bears to the total of the tenements contained in the said building as the case may be). However, it will not require the DEVELOPERS to contribute a proportionate share of the maintenance charges of the flat/premises which are not sold and disposed of by the DEVELOPERS in the said building. The proportionate amounts payable as determined by the Developer/the Society shall be final and binding on all the Purchasers.

o) If any other taxes, such as VAT, GST and other taxes are levied by the State or Central Government, on this Agreement then the Purchasers alone shall be liable to pay such taxes even before or after the possession of the flat/Premises is handed over to the Purchasers, when such taxes become due and payable but within seven days when demanded by the DEVELOPERS.

p) The Purchasers can fix name boards, AC plants only at such locations and of such size as may be approved by the DEVELOPERS any breach of this term shall

entitle the DEVELOPERS to remove the said Boards/AC at the cost of the Purchaser/s.

q) The DEVELOPERS may outsource the day to day maintenance of the proposed new building in favour of a third Party Facilities Management Services Firm and the Purchasers herein hereby give their consent for the same.

r. That the Allottee/s shall indemnify and keep indemnifying the Developers against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/s.

s. That nothing herein contained shall construe as entitling the Allottee/s any right on any of the adjoining, neighbouring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee/s to the Developers in this regards.

t The Allottee shall not be entitled to claim possession of the said Flat/ Premises until the Occupation / Completion Certificate is received from the local authority and the Allottees has paid all dues payable under this Agreement in respect of the said Flat/ Premises to the Developers and has paid the necessary maintenance amount/deposits, service tax, GST vat and other taxes payable under this Agreement.

19. FORBEARANCE NOT TO BE CONSTRUED AS WAIVER

19.1 No forbearance, indulgence or relaxation or inaction by the Developers at any time to require performance of any of the provisions of these presents shall in any way effect, diminish or prejudice their rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of those presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

20. NO RIGHTS IN THE LAND OR OTHER PART OF BUILDING.

20.1 Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said property and the

said building or any part thereof. The Purchasers shall have no claim save and except in respect of the said flat hereby agreed to be sold to them and constructed area lobbies, passages, staircase, terraces, recreation space, etc. will remain the Property of the Developers until the charge of the said Property and the said building/s are handed over to the Society as hereinbefore mentioned and the land and open space shall remain property of the Society.

21. DEVELOPERS TO HAVE FIRST LIEN ON THE FLAT

21.1 Notwithstanding anything contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by the Developers) and notwithstanding the Developers giving any no objection/permission for mortgaging the said flat or for creating any charge or lien on the said flat the Developers shall have first possessory lien and first exclusive legal charge on the said flat and all the right, title and interest of the Purchasers under this Agreement for recovery of any amount due and payable by the Purchasers to the Developers under this Agreement or otherwise.

22. USE OF TERRACE AND CREATION OF THIRD PARTY RIGHTS IN RESPECT OF THE SAME

22.1 It is expressly agreed that the Developers shall have an irrevocable and perpetual right and be entitled to put a hoarding signboards, telecommunication installations on the said property or any parts of the building or buildings or said new building including on the terrace and on the parapet wall on the said property and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Developers are fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the buildings or said new building or on the said property as the case may be and further the Developers shall be entitled to use and allow third parties to use any part of the building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment radio turnkey equipment, wireless equipment etc. The Purchasers agrees not to object or dispute the same. It is further expressly agreed that the Developers shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the

Purchasers shall not have any right or entitled to any such the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall be solely and absolutely belonging to the Developers.

22.2 The Purchasers shall have no claim against the Developers save and except in respect of the said flat hereby agreed to be sold so that the open spaces, parking spaces, lobbies, staircases, lifts, common entrances, common passages (save as herein provided) or terraces will remain the Property of the Society. The open spaces, common entrance, common passages, lobbies, staircases and lifts shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purposes or anything else. The Purchasers shall not use or permit the use of common entrance, common passages, open spaces, lobbies, staircases for storage of or for use by servants at any time.

23. DEVELOPERS RIGHT TO MORTGAGE THE PROPERTY

23.1 After the Developer executes this Agreement the Developer shall not mortgage or create a charge on the *[Premises/ Flat] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Premises/ Flat]. However, the Developers shall be at absolute liberty and shall have right to mortgage / assign/charge/transfer or deal with their entitlement under the said Development Agreement and shall be entitled to approach any financial institution or bank for the purpose of raising finance for completion of the said development work under taken by them in respect of the said property . The Purchaser/s hereby gives express consent to the Promoters for creating such a mortgage/charge . Any such loan liability that is created by the Developers shall be cleared , solely at their own costs and expenses without any recourse to the Premises Purchaser/s.

24. FLAT PURCHASER NOT TO CLAIM PARTITION OF PROPERTY

24.1 The Purchasers shall not be entitled to claim partition of their share in the said Property and the said building/s and the same and shall always remain undivided and impartible and it is agreed that the Developers shall not be liable to

execute any assignment or any other document in respect of the said flat in favour of the Purchasers.

25. BINDING EFFECT

25.1 Forwarding this Agreement to the Purchaser/Allottee by the Developer does not create a binding obligation on the part of the Developer or the Purchaser/Allottee until, firstly, the Purchaser/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 Purchaser/Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer. If the Purchaser/Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser/Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Purchaser/Allottee in connection therewith including the booking amount shall be returned to the Purchaser/Allottee without any interest or compensation whatsoever.

26. ENTIRE AGREEMENT

26.1 This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises/ Flat /building, as the case may be.

27. RIGHT TO AMEND

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

28. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

28.1 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 [Premises/ Flat], in case of a transfer, as the said obligations go along with the [Premises/ Flat] for all intents and purposes.

29. SEVERABILITY

29.1 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.

30. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

31. FURTHER ASSURANCES

31.1 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.

31.2 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Developers with such permission, approvals which would enable the Developers to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Developers accept no responsibility in this regard. The Allottee shall keep the Developers fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Developers immediately and comply with necessary formalities if any under the applicable laws. The Developers shall not be responsible towards any third party making payment / remittances on behalf of any Allottee and such third party shall not have any right in the application / allotment of the said Flat/ Premises applied for herein in any way and the Developers shall be issuing the payment receipts in favour of the Allottee only. (Strike out where not applicable) (As per your Clause 36)

31.3 For the purpose of this transaction the Developers has relied on the representations of the Allottee/s that the amount of total consideration in respect of the said Flat payable by the Allottee/s to the Developers or portion thereof is not originated from any proceeds of crime as envisaged under the provisions of Prevention of Money-Laundering Act, 2002 / Benami Transactions (Prohibition) Amended Act, 2016 amended up-to-date, and rules thereunder.

31.4 Provided that any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS), as may be required under the present Income Tax Act, 1961, under section 194IA, read together with the Income Tax Rules, 1962, as per present prevailing law or such other Acts that may be introduced or substituted for the Income Tax Act, 1961 whether called the Direct Tax code or by such other name, to govern the deduction and payment of the TDS in respect of purchase of Immoveable property, while making any payment to the

Developers under this Agreement shall be acknowledged / credited by the Developers to the account of the Allottee/s, only upon Allottee/s submitting the Original certificate, evidencing deduction and payment of such tax deducted at source as may be prescribed by the Law and rules governing the deduction of TDS, presently Income Tax Act, 1961 and the Income Tax Rules, 1962. Further such credit shall be subject to, confirmation of the amount so deducted reflecting in the TDS/Tax credit account of the Developers, presently reflected in form 26AS as prescribed under the present prevailing laws or such other forms/certificates that may be prescribed in future to acknowledge credit of taxes paid or deducted on behalf of the Developers on the website of the Income tax Department or of any agency so appointed by the Income tax department or relevant authorities as the case may be to manage, govern or regulate the collection and deduction of Income tax. Provided further that at the time of handing over the possession of the said Flat if any such certificate(s) has not been produced or submitted by the Allottee/s to the Developers, the Allottee/s shall pay/deposit an equivalent amount as interest free deposit with the Developers, which deposit shall be refunded by the Developers on the Allottee/s producing such certificate(s) within 4 months of taking possession of said Flat. Provided further that in case the Allottee/s fails to produce such certificate(s) within the stipulated period of the 4 months, the Developers shall be entitled to appropriate the said Deposit against the sum(s)/dues receivable from the Allottee/s.

32. PLACE OF EXECUTION

32.1 The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Developer 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 _____. The Allottee and/ or Developer shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

33. NOTICES

33.1 That all notices to be served on any one of the Purchaser/Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/Allottee or the Developer by Registered Post A.D

and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

_____ Name of Allottee

_____ (Allottee's Address)

Notified Email ID :

M/s _____ Developer name

_____ (Developer Address)

Notified Email ID : _____

33.2 It shall be the duty of the Allottee/s and the Developers to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developers or the Allottee/s, as the case may be. Further, that in case there are Joint Allottees all communications shall be sent by the Developers to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.

34. DISPUTE RESOLUTION

34.1 Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to _____ the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

35. GOVERNING LAW

35.1 That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this Agreement.

36. INSURANCE

36.1 The Promoters undertake to comply with the provisions of insurance as provided under the said Act Provided that such a policy is available with the Insurance Companies

37. ELECTRICITY DEPOSITS

37.1 If there is any liability that may arise for installation of a transformer or Electric sub-station for proper electricity supply to the said building/s , whether in the flat of the building/s or outside , the costs and expenses of the same shall be proportionately borne by the Purchaser/s and shall be paid to the Developers within 8 days of such intimation.

38. STAMP DUTY AND REGISTRATION CHARGES

38.1 All costs charges and expenses arising out and incidental to this Agreement, including stamp duty, deficit duty, penalty if any and registration charges payable for this Agreement or any agreement or deed or document as may hereafter be executed in pursuance of this Agreement shall be borne and paid by the Purchasers exclusively.

39. MISCELLANEOUS

39.1 The common areas mentioned in the Second Schedule hereunder written are for the common use and enjoyment of all the flat/Premise Purchasers subject to the rules and regulations laid down by the Society which are to be observed and performed by the members and subject to the payment of any charges , if any, levied or fixed by the Developers from time to time for use and enjoyment of such common amenities as hereinafter provided.

39.2 The Developers shall not be liable to maintain or contribute towards the costs and expenses incurred for the maintenance and upkeep and repair of the common amenities and the same shall be the responsibility of the Purchaser/s.

39.3. The Purchasers agree/s to present this Agreement as well as any other documents to be executed in pursuance of this Agreement in favour of the Purchasers as aforesaid to the proper registration office for registration within the time limit prescribed by the Indian Registration Act 1908 and the all the parties hereto will attend such office on being informed by the Purchasers about the same and admit execution thereof.

39.4 The headings or titles given to this agreement are given only for the purpose of convenience.

40. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) and the Rules and Regulations made thereunder and under the provision of Maharashtra Ownership of Flats act, 1963.

IN WITNESS WHEREOF the parties hereto have executed these presents in duplicate, the day and the year first hereinabove written.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO: DESCRIPTION OF PROPERTY

All that piece and parcel of land admeasuring 986.63 sq. mtrs. and bearing Plot No. 438, TPS III, CTS No. F/91, belonging to Suraj Prakash Co-op. Housing Society Limited, lying being and situate at, 14th Road, Khar (west), Mumbai-400052 in the Revenue Village Bandra F Ward, Taluka Andheri and within the District Mumbai Suburban in the Registration District of Mumbai and Mumbai Suburban District.

THE SECOND SCHEDULE ABOVE REFERRED TO IN RESPECT OF COMMON AREAS, LIMITED COMMON AREAS AND FACILITIES

(a) “Common Areas and Facilities means :

1. The foundation, columns, beams, supports, ducts, chajjas, corridors, staircases, entrance lobbies exits of the building/s.
2. The elevator/s in the building is one in each including the lift well, the lift machine room, stairs leading to the lift machine room and entrance to the lift cabin.

3. The Underground Tank and the Overhead Tanks with all GI pipe fittings including Pump Room, Pumps, Switches and Water meter.
4. Electrical installations, including the wiring of the electric cabins meter and the meters of the Flat Buyers.

(b) Limited Common Areas and Facilities :

1. Lobby or Landing in from of the stairs on the floor on which the said Flat is located and the space of corridor in front of the entrance to the lift as a means of access to the said Flat but not for the purpose of storing or as a recreation area or for residence or for sleeping. This landing is limited for the use of the resident of the said Flat located on that particular floor and for visitors thereto, but is subject to means of access for reaching to the other floors available to its residents and visitors.
2. Those common areas and facilities in the building save and except car parking areas reserved and allotted for use of certain Flat to the exclusion of the other Flat.

c. Restricted Areas/Rights

1. Those areas facilities including car parking areas, terraces/gardens/passages or other rights reserved for the Society to the exclusion of the other Flat.
2. Rights in respect of remaining or future FSI and/or TDR in respect of the said Property shall belong to the Developers and the Society as per their mutual agreement.
3. Lifts/ Elevators meant for specific floors or housekeeping staff.

SIGNED, SEALED AND DELIVERED

by the withinnamed the DEVELOPERS

K MORDANI CONSTRUCTIONS LLP

in the presence of.....

1.

2.

SIGNED AND DELIVERED by the

withinnamed PURCHASERS

Shri/Smt./ _____

in the presence of

1.

2.

RECEIPT

RECEIVED the sum of Rs._____ (Rupees _____
only) from the withinnamed Purchaser/s
Shri./Smt./Messers_____ by Cheque No._____ dated
_____ 20__ drawn on _____ as earnest money/deposit in
terms of clause (3) of this Agreement.

WE SAY RECEIVED

For K MORDANI CONSTRUCTIONS LLP
Developers.

WITNESS :

1

2

DATED THIS.....DAY OF.....2017

K MORDANI CONSTRUCTIONS LLP

...Developers

.....

...Purchasers

AGREEMENT FOR SALE
