

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Mumbai this ----- day of ----- 2017

BETWEEN M/S. DHARA CONSTRUCTION, a Proprietary concern of MR. TARUN R. DAVE having his office at Hardik, Ground Floor, 120' Link Road, Kandarpada, Dahisar (West), Mumbai 400- 068 herein referred to as the **"PROMOTER"** (which expression shall unless it be repugnant to the context or meaning thereof include the said firm of M/s.Dhara Construction as also its assigns as also the heirs including any partnership in which it may hereafter be concluded as also the partner or partners for the time being thereof and also the heirs, executors, administrators and assigns of Mr. Tarun R. Dave of the **ONE PART** AND MR./MRS./M/s.-----

_____ having address at _____

_____ herein referred to as the **"ALLOTTEE/S"** (which expression shall unless it be repugnant to the context or meaning thereof include (i) in case of individuals his/her heirs, executors, administrators and permitted assigns and (ii) in case of partnership firm the partners constituting the said firm at the time of this Agreement for Sale and (iii) in case of corporate body its successors and permitted assigns) of the **OTHER PART**:

WHEREAS:

- a) Dahisar Madhuban Co-operative Housing Society Ltd., a Society registered under the provisions of the Maharashtra Co-operative Societies Act 1961 under registration No.BOM/HSG/GEN 5560 of 1978 is the Owner of land bearing CTS No.799-C/1 & 799-C/2 of Village Eksar, Kandarpada, Dahisar (West), Mumbai 400 068 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban together with the existing Building known as Madhukunj (since demolished) standing thereon and particularly described in the **First schedule** hereunder written and delineated in red color boundary line on the plan annexed herewith as **ANNEXURE "A"** (herein referred to as the "**said Property**").
- b) The said land bearing C.T.S. No.799-C-1 admeasuring about 483 sq.mtrs in residential zone and C.T.S. No.799-C-2 admeasuring about 91sq.mtrs in D.P.Road (existing Bhausahab Parab Road) or thereabouts.
- c) The said Building was constructed by one M/s. Atul constructions (herein referred to as the previous Developer) and Occupation Certificate thereof was obtained from the BMC under No.CE/1386/BSII/AR dated 1st August 1978.
- d) At all times material land bearing CTS No.799-C-1, CTS No.799-C-2 being situated in village Eksar particularly described in the first schedule hereunder written belonged to Shri.Rambhav Govind Vartak (the Original Owner) and under an Agreement for Sale dated 18th July 1977 he granted development rights in respect of the said land to the previous developer who constructed on the said land the said Building and sold flats and premises therein on ownership basis and the Purchasers of flats in the said Building formed themselves into a co-operative society in the name of Dahisar Madhuban Co-operative Housing Society Ltd., (the Society herein).
- e) Though said Building was constructed as far back as in 1978 and the Occupation Certificate in respect thereof was received from the BMC as aforesaid, the Conveyance in respect of the said Property was not executed by the Original Owner in favour of the Society and the Promoter has procured in favour of the Society the Conveyance in respect of the said Property from the Original Owner Shri Rambhav Govind Vartak vide Conveyance dated 19th May 2011 registered with the office of Sub-Registrar of Assurances at Borivli under no. BDR-11-04636-2011 on 23rd May 2011.
- f) In the premises the Society is the Owner of the said Property.

- g) By and under a Development Agreement dated 21st May 2011 expressed to be made between the Society of the One Part and the Promoter herein of the Other Part, the Society has granted development rights in respect of the said Property unto the Promoter, The said Development Agreement is registered with the office of Sub-Registrar of Assurances at Borivli under no. BDR-11-04638-2011 on dated 23rd May 2011.
- h) The Society has a total number of 14 members who have been in occupation of all the flats in the said existing building and the Promoter has agreed to hand over to the Society 14 flats in the new building to be constructed by the Promoter on the said property for enabling the society to re-accommodate in the said new building the existing 14 members of the Society.
- i) Accordingly the Promoter has prepared building plans in respect of the new multi storey building (herein referred to as the new multi storey building/the said new building) on the said land which shall consist of lower stilts, ground floor which shall consist of five shops and eight upper floors being first floor to the eighth floor each floor from the first floor to the seventh floor shall comprise of three flats and the eighth floor will comprise of two flats. Thus there will be total number of 5 shops and 23 flats in the said new building.
- j) Members of the Society occupying premises in the existing building will be provided Permanent Alternate Accommodation from the first floor to the sixth floor. After allotting such flats to the existing members the flats comprised in the remaining constructed area viz; five shops on the ground floor and flats on the first floor , the second floor, the sixth floor, the seventh floor and the eighth floor as shall have been allotted to the members shall be at the disposal of the Promoter. Particulars of all the five shops as also the flats on the first floor, the second floor, the sixth floor, the seventh floor, the eighth floor of the said Building which shall be at the disposal of the Promoter are given in Annexure hereto annexed and marked **Annexure "B"** herein referred to as the Promoters' Premises.
- k) On the basis of the building plans so prepared by the Promoter the Promoter has obtained Intimation of Disapproval (IOD) under Section 346 of the Bombay Municipal Corporation Act as amended upto the date being IOD No.CHE/A-5069/BP (WS) /AR of 2013-2014 dated 5th October 2013. A Xerox copy whereof is hereto annexed and marked **Annexure "C"**.

- l) The said property is duly mutated in the name of the Society and the Property Register Card in respect of the said Property viz; CTS No.799 C-1 and 799 C-2 respectively are hereto annexed and marked **Annexure “D”** collectively.
- m) The flats which are to be allotted to the existing members of the said society in the said new building shall be as per particulars given in **Annexure “E”** hereto.
- n) Pursuant to the provisions contained in the said Development Agreement on receipt of this IOD in respect of the said new building the existing members of the Society have vacated the respective flats in the said existing building and the Promoter has demolished the said existing building.
- o) In view thereof the Promoter has obtained commencement certificate in respect of the said new building being Commencement Certificate No.CHE/A-5069/ BP(WS)AR dated 2/7/2014 a Xerox copy whereof is hereto annexed and marked **Annexure “F”** hereto. The existing Commencement Certificate is modified for the entire eight floor (part) of the said new building.
- p) As provided in the said Development Agreement dated 21st May 2011 execute by the Society in favour of the Promoter, the Promoter is entitled to sell on ownership basis the said shops and the said flats which are at the disposal of the Promoter particulars whereof are given herein below. The Promoter has already allotted the flats to the existing society members as per the terms of the Development agreement and also sold some of the flats and shops to new flat/shop purchaser/s as per the terms of the respective Agreement/s executed under the provisions of Maharashtra Ownership Flats Act. The Promoter has also allotted seven parking spaces to the existing society members out of 14 parking spaces and the Promoter is entitled to sale/allot the remaining 7 parking spaces in the manner the Promoter deems fit and proper.
- q) The common amenities and benefits attached to the flats and or premises under development are as detailed and listed in the **Annexure “G”** hereunder this agreement. The Promoter shall endeavour to provide the amenities of the same specifications as stated in the Annexure. However, in the event amenities of the said specifications are not available in the market, the Promoter shall provide amenities of similar brand/quality as the circumstances may permit or their near substitutes at Promoter 's discretion.

- s) The Allottee/s has applied to the Promoter for allotment to them in the Sale Building of a **Flat/Shop no. ----** on the ----- **floor** admeasuring ----- sq.mtrs. carpet area of the said new Building known as _____ (hereinafter referred to as “**the said Building**”) along with the Car Parking space No. _____ on the _____ (hereinafter referred to as “**the said Car Parking Space**”), of the said building constructed on the said Property. the said flat/shop and the said Car parking space are more particularly described in the **Second Schedule** hereunder written and shown in red colour hatched lines on the floor plans annexed hereto as **Annexure “H”** (herein also referred to as the “**Said Premises**”) for the consideration and on the terms and conditions hereinafter appearing and the Promoter has agreed to sell the said premises to the Allottee/s.
- t) The term “Carpet Area” as defined under the said Act shall mean the net usable floor area of an Apartment, excluding the area covered by the external wall, area under the service shafts, exclusive balcony or verandh area and exclusive open Terrace area, but includes the area covered by the internal partition walls of the apartment.
- u) The Promoter has furnished to the Allottee/s documents and/or Copies thereof as required to be furnished to the Allottee/s in accordance with the provisions of the Real Estate (Regulation and Development) Act 2016 Promoter(hereinafter referred to as the **said Act or RERA**) and the Rules and Regulations made thereunder.
- v) Certificate of Title in respect of the said Property certifying the title of the Society to be clear and marketable is issued by M/s. Kirit N.Damania & Co, Advocates & Solicitors, a Xerox copy whereof is hereto annexed and marked **Annexure “I”**.
- w) The Specifications according to which the new said Building is to be constructed are given in **Annexure “J”** annexed hereto.
- x) The Promoter has registered the Project under the provisions of the said Act i.e. Real Estate (Regulation & Redevelopment) Act, 2016 (with the Real Estate Regulatory Authority at ____ no._____. Section 13 of the said Act requires the Promoter to execute a written Agreement for Sale of said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

- y) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agree to sell and the Allottee/s hereby agrees to purchase the said Premises at or for an agreed lumpsum aggregate consideration of Rs. _____/- (Rupees _____ only) (hereinafter referred to as “**the Sale Consideration**”) and the Allottee/s has agreed to pay to the Promoter the Sale Consideration in the manner hereinafter appearing;
- z) The Promoter has informed the Allottee/s and the Allottee/s is aware that the Promoter shall be entitled to enter into Agreement to sell of various flats/shops in the said new building to be constructed on the said Property with the Allottee/s thereof, and the terms and conditions for sale of such flats/shops may be different from the terms and conditions herein contained.
- aa) Parties have accordingly, agreed to execute this Agreement.

NOW IT IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Promoter shall develop the said Property described in the First Schedule hereunder written in accordance with the Building plans thereof as approved by the Brihan Mumbai Mahanagar Palika (BMC) under No.CHE/A-5069/BP(WS)/AR of 2013-2014 as aforesaid with such modifications thereto as may from time to time be made thereto by the Promoter in its discretion and as may be got approved from BMC and other concerned authorities and the said Property shall be developed by the Promoter in such phases and in such stages as the Promoter may determine in its absolute discretion.
2. The Promoter shall complete construction of the building to be known as ‘**MADHUKUNJ**’ consisting of lower stilt, ground floor part (comprising shops) upper floors 1st to 7th and the 8th floor (part) plan and one wing (hereinafter referred to as “**the Project**”) on the said Property in accordance with the plans, designs, specifications approved by the MCGM and which have been inspected and approved by the Allottee/s with such variations, modifications and alterations as the Promoter may have considered subject to the certain changes required to be made for reasons beyond the control of the Promoter or which the Architect/ Engineer may have considered necessary or expedient and/or as shall be

required by the concerned local authorities or the Government to be made in them or any of them, from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the said Premises of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

3. The Building Plans as sanctioned by the Concerned Authorities in respect of the said Building will remain open for inspection on all working days during office hours at the building site and also at office Gr. Floor, Hardik 120' Link Road, Kandarpada ,Dahisar (west) Mumbai.
4. The Allottee/s confirms that as aforesaid the Promoter shall be entitled to construct sixth, seventh & eight floors as additional floors on the said new Building by loading requisite TDR and the Fungible FSI on the said Property so that the said new building shall finally consist of lower stilt, ground floor part (comprising shops) upper floors 1st to 7th and the 8th floor (part)_plan.
5. The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell and allot to the Allottee/s, Flat No.: _____ of wing ____ on _____ floor, admeasuring _____ Sq. ft. Carpet Area, as shown in the floor plan thereof hereto annexed and marked **Annexure "H"** (hereinafter referred to as "**the said Flat**") of the said proposed building known as "Madhukunj"

(hereinafter referred to as "**the said Building**"), along with the Car Parking space No. _____ on the _____ (hereinafter referred to as "**the said Car Parking Space**") of the said building constructed on the said Property. The said Flat and the said Car Parking Space are collectively referred to as "**the said Premises**", more particularly described in the Second Schedule hereunder written (hereinafter referred to as "**the Premises**") for the lumpsum consideration of Rs. _____/- (Rupees _____ only) (hereinafter referred to as "**the Total Sale Consideration**") (subject to tax deducted at source) which includes the proportionate price of the common areas and facilities appurtenant to the said Premises, the nature, extent and description of common areas and facilities which are more particularly described in the _____ **Schedule** hereunder written.

The Total Sale Consideration is the aggregate consideration for the said Flat and the said Car Parking Spaces, which is individually bifurcated as under:-

- a) Rs. _____/- for and towards *the said Flat*
- b) Rs. _____/- for and towards *the said Car Parking Space.*

6. The Allottee/s shall pay to the Promoter the sum of **Rs.-----/-** as the purchase price in respect of the said premises. The purchase price of **Rs.-----/-** (subject to tax deducted at source) which includes the proportionate price of common areas and facilities of the **said Building** particularly described in the **Third schedule** hereunder written. The said purchase price shall be paid by the Allottee/s to the Promoter as per the installments as under:-

a).**Rs. -----/-** as earnest money on or before execution of these presents (payment and receipt whereof the Promoter admit and acknowledges).

b).**Rs. -----/-** as Part consideration on or before the execution of these presents. (payment and receipt whereof the Promoter admit and acknowledges).

c).**Rs. -----/-** on possession of flat/shop

It is specifically agreed that the apportionment of the proportionate price of common areas and facilities is notional and the same is not subject to change even if the percentage of undivided share of the said premises in the common areas and facilities increase or decrease the intent of the parties being that the said premises is agreed to be sold to and is agreed to be purchased by the Allottee/s with all the appurtenant rights as herein provided particularly described in the third schedule hereunder written.

7. The Allottee/s shall make the payment of the sale consideration in the following manner :

a) 70% of the installment shall be made by cheque/demand draft drawn /pay order/wire transfer/any other instrument drawn in favour of **M/S. DHARA CONSTRUCTION**, Account No. _____ in the designated account maintained with _____ Bank, _____ Branch with IFSC Code No. _____ (hereinafter referred to as 'the Designated Account'). The Promoter shall withdraw amounts from the Designated Account in accordance with the provision of Applicable Laws.

b) **30% of every installment** shall be made by cheque/demand draft drawn /pay order/wire transfer/any other instrument drawn in favour of **M/S. DHARA**

CONSTRUCTION, Account No. _____ in the Promoter's account maintained with _____ Bank, _____ Branch with IFSC Code No. _____ (hereinafter referred to as "**the Promoter's Account**").

8. The parties hereto agree and accept that if the carpet area of the Premises is reduced/increased due to structural columns and structural membranes and/or on account of design and construction variances, the Allottee/s shall not complain or raise any grievance on account of the said reduction/increase to the extent of 3% (three percentage). The Allottee/s shall be bound to accept such reduced/increased area and shall not complain or demand compensation for such reduced/ increased area, provided such reduction/increase does not exceed a maximum of 3% (three percent), in which scenario (of such reduction/increase of more than 3%) the appropriate payment shall be made for such reduction/increase by the Allottee/s to the Promoter or vice-a-versa by taking into account the Sale Consideration for the said Premises.
9. The Allottee/s agrees to deduct TDS at applicable rate of the consideration as per the Income Tax Act, 1961 and pay the same into the requisite Government Income Tax account and further the Allottee/s agrees and undertakes to furnish to the Promoter a TDS Certificate in this regard within 30 days from the date of deduction of TDS. In the event the Allottee/s fail to deduct TDS or deposit the same in the requisite Government Income Tax account, the Allottee/s shall be solely liable and responsible in respect thereof, with no liability to the Promoter.
10. It is further agreed and understood that the Total Sale Consideration is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose such notification/order/rule/regulation published/issued in that behalf to that effect along-with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

11. If the Promoter fails or neglects to offer possession of the Premises to the Allottee/s on the above referred date or within any further date or dates as may be mutually agreed between the Parties hereto, then in such case the Allottee/s shall be entitled to give notice to the Promoter terminating this Agreement, in which event the Promoter shall within 30 days from the receipt of such notice, refund to the Allottee/s the amount of deposit or earnest money and the further amounts, if any, that may have been received by the Promoter from the Allottee/s as installments in part payment in respect of the Premises along with interest at the SBI highest marginal cost of lending rate plus 2% as specified in the Rule from the date the Promoter received such amounts till the date the amounts and the interest thereon is repaid, excluding taxes. The Promoter shall refund the above mentioned amount in respect of such termination and neither party shall have any claim against the other in respect of the Premises or arising out of this Agreement and the Promoter shall be at liberty to dispose of the Premises to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit. The Allottee/s shall, if so required by the Promoter, simultaneously on receipt of the refund of the amounts execute a Deed of Cancellation (in format required by the Promoter) and register the same in the office of the concerned Registrar/sub-Registrar of Assurances.

12. The Allottee/s agrees that the return of the payment mentioned in Clause above constitutes the Allottee's sole remedy in such circumstances and the Allottee/s foregoes any and all his/her/their rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever; Upon this Agreement being terminated as stated in Clause above, the amounts paid by the Allottee/s towards his Service Tax/GST liability until the date of termination/cancellation and deposited with the statutory authorities, shall be refunded to the Allottee/s without any interest thereon only upon the Promoter receiving corresponding refund/getting credit of the corresponding service tax amount paid/ deposited, from the statutory authorities and not otherwise.

13. DEFAULT BY THE ALLOTTEE/S ITS CONSEQUENCES.

a) On the Allottee/s committing default in payment of the Sale Consideration or any installment thereunder on due date (time being the essence of contract) of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including the Allottee/s's proportionate share of taxes levied by the MCGM and

other outgoings) and/or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its sole option to terminate this Agreement.

- b) Provided always that the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Allottee/s in remedying such breach or breaches within 15 (fifteen) days after giving of such notice.
- c) Provided further that upon termination of this Agreement as aforesaid, 10% of the amount paid till then by the Allottee/s will stand ipso facto forfeited without any reference or recourse to the Allottee/s and the Promoter shall refund to the Allottee/s the remaining amount of Sale Consideration of the Premises which may till then have been paid by the Allottee/s to the Promoter but the Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded and upon termination of this Agreement and offer of refund of the aforesaid amount (after taking into account the forfeited amount) by the Promoter, (whether acceptable and realized by the Allottee/s or not) the Promoter shall be at liberty to dispose of and sell the Premises to such person and at such price as the Promoter may in their absolute discretion think fit and proper. On termination of this Agreement, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the said Premises.
- d) Further, on termination of this Agreement, the Allottee/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the said Premises or under this Agreement and for that the Promoter is hereby irrevocably authorized to comply with all the formalities for execution and registration of the unilateral Deed of Cancellation (at the sole option of the Promoter), without the Allottee/s being a signatory thereto and the Allottee/s will not raise any objection or dispute in that regard. Further, upon termination the Promoter shall be entitled to deal with, resale or dispose off the said Premises in the manner as the Promoter may deem fit without any reference or recourse to the Allottee/s.
- e) Without prejudice to the right of the Promoter to terminate this Agreement on account of delay in payment as stated above, in the event the Promoter does not exercise its option to terminate as

aforesaid and grants extension of time to the Allottee/s to make payment, the Allottee/s agrees to pay to the Promoter, interest at the SBI highest marginal cost of lending rate plus 2% as specified in the Rule, on all the delayed payments which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter until the date of actual payment. Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Allottee/s under this Agreement, have a first charge / lien on the Apartment, in any manner whatsoever, without making full payment of all amounts payable by the Allottee/s under this Agreement, to the Promoter . It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the Designated Account and the Promoter 's Account.

- f) Upon the Promoter terminating this Agreement as aforesaid, the Promoter shall be entitled to adjust the shortfall (if any) in the service tax (or any other statutory dues) liability of the Allottee/s from the balance amounts (i.e. amount paid by Allottee/s to the Promoter less the amounts which the Promoter is entitled to forfeit, appropriate and adjust as aforesaid), if any available with the Promoter prior to refund of the amount/s to the Allottee/s. The amounts paid by the Allottee/s towards his service tax liability until the date of termination/cancellation and deposited with the statutory authorities, shall be refunded to the Allottee/s without any interest thereon only upon the Promoter receiving corresponding refund/getting credit of the corresponding service tax amount paid/deposited, from the statutory authorities and not otherwise.
- g) If the Allottee/s in order to augment the resources in his hand for the purpose of payment of consideration amount to the Promoter under this Agreement, seeks a loan from financial institutions or banks or any other lender (the "**Lender**") against the security of the Premises subject to the consent and approval of the Promoter , then in the event of (a) the Allottee/s committing a default of the payment of the installments of the consideration amount and (b) the Promoter exercising its right to terminate this Agreement, the Allottee/s shall clear the mortgage debt outstanding at the time of the said termination. The Allottee/s shall obtain the necessary letter from such Lender stating that the Allottee/s has cleared the mortgage debt. On receipt of such letter from the Lender, the Allottee/s shall be (subject to what is stated in Clause above regarding the forfeiture) entitled to the refund of the amount so paid by the Allottee/s to the Promoter towards the Premises. Notwithstanding all that is stated hereinabove it

shall always be obligatory on the part of the Allottee/s to pay the installments of the consideration amount as and when due under the terms of this Agreement irrespective of the fact that the Allottee/s has applied for the loan to the Lender and further irrespective of the fact that the said loan are under process and sanction is awaited and/or is rejected.

h) All the rights and / or remedies of the Promoter including the aforesaid rights and remedies of the Promoter , are cumulative and without prejudice to one another.

14. In addition to the aforesaid consideration money the Allottee/s shall also be liable to pay to the Promoter on execution of these presents the VAT (Value Added Tax) and Service tax/GST and all other additional levies which may be required be paid in respect of construction of the said Building in proportion which such proportion shall be fixed by the Promoter at its own discretion and the Promoter shall be entitled to withhold the handing over possession to the Allottee/s of the premises agreed to be purchased by is until the total consideration money as also such proportionate VAT/GST, SERVICE CHARGES and other levies which shall be required to be paid for the construction of the said Building by the Allottee/s as aforesaid shall be paid by the Allottee/s to the Promoter.

15. **REPRESENTATIONS OF PROMOTER**

The Promoter hereby represents and warrants to the Allottee/s as follows:

- a) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this Agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- c) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- d) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing 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, project land and said building/wing shall be obtained by

following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- e) The Designated Account shall be used for the purpose the same is opened and withdrawals therefrom shall be in the manner as provided under the Act.
- f) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- g) The Registration of the Project is valid and subsisting.
- h) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will adversely affect the rights of Allottee/s under this Agreement;
- i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Premises to the Allottee/s in the manner contemplated in this Agreement;
- j) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

16. The Promoter shall complete the construction of the Building/s by December 2017 [except for any unforeseen circumstances and force majeure conditions] and shall hand over possession of the said Flat/premises to the Allottee/s subject to the Allottee/s having paid the full consideration and other payments payable by him to the Promoter under this Agreement and shall have signed and executed all documents as required by the Promoter.

- a) The Promoter shall be entitled to reasonable extension of time for giving delivery and possession of the said premises if the

completion of the building shall be delayed on account of any of the following events:

- i. Non-availability of steel, cement, other building materials, water or electricity supply;
- ii. Riot, Strike, War, civil commotion or act of God;
- iii. Any notice, order, rule, notification of the Government and/or other public or competent authority or grant of injunction of any court;
- iv. Any force majeure condition;
- v. Any notice, order, rule, regulation notification or directive from the government and or any local or public or private authority or body and/or any competed authority or any court or tribunal or any quasi-judicial body or authority,
- vi. Any other eventuality which is beyond the control of the Promoter.

17. Nothing contained in this Agreement shall be construed so as to confer upon the Allottee/s any right whatsoever into or over the said Property or the said new Building or any part thereof including the said premises. It is agreed by and between the parties that conferment of the relative rights shall take place on the Society admitting the Allottee/s as its Members as hereinafter set out.
18. The Allottee/s shall have no claim save and except in respect of the premises agreed to be sold to him/her/it. All open spaces, lobbies, terrace and other premises in the said Building as also common areas and facilities and /or infrastructure of the said Property will remain the property of the Promoter until the Occupation Certificate in respect of the said new building from BMC whereupon the same shall vest in the Society.
19. IT IS HEREBY EXPRESSLY AGREED that the terrace on the said Building shall always belong to the Society and it shall be entitled to deal with and dispose of the same in such manner as it may deem fit.
20. It is hereby expressly agreed that the Promoter shall be entitled to sell the premises in the said new building for the purpose of using the same as residence and convenient shopping and the Allottee/s shall be entitled to use the said premises agreed to be purchased by him /her /it accordingly and similarly the Allottee/s shall not object to the use of the other premises in the said Building for the aforesaid purpose by the respective Allottee/s thereof.
21. The Promoter shall in respect of any consideration amount remaining unpaid by the Allottee/s under the terms and conditions of this Agreement

have first lien and charge on the said premises agreed to be allotted to the Allottee/s.

22. So long as the various premises in the said new building shall not be separately assessed by Local Body for the purpose of property taxes, water charges and rates the Allottee/s shall pay the proportionate share of such taxes, rates, and other outgoings assessed on the whole building, the Allottee/s shall tentatively pay **Rs. -----/-** per month to the Promoter for the above. Such payment shall be made as from the date of the possession of the said premises being given to the Allottee/s or from the 15th day of the receipt of the Occupation Certificate for the said new Building from BMC (whichever shall be earlier).
23. The Promoter shall be liable to pay unto the only the municipal rates and taxes at actual in respect of the unsold flats in case there shall remain any unsold flats in the said new building at the time of the occupation certificate in respect thereof shall have been obtained the Promoter. The Promoter shall be admitted as member of the Society and as and when such premises are sold to the persons of the choice of the Promoter and at the discretion of the Promoter the Co-operative Society shall admit as its members the Allottee/s of such premises without charging any premium or any other extra payment and/or any other transfer fee by whatever name called.
24. The Allottee/s shall maintain at his/her/its own costs the said Premises agreed to be purchased by him/her/it in the same condition, state and order in which it is delivered to him/her/it and shall abide by all bye-laws, rules and regulations of the Government, Local Bodies and Authorities, Electricity Supply Company any organization formed for the said new building (i.e. the Society) and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions and covenants contained in this agreement and to be observed and performed on the part of the Allottee/s.
25. The Allottee/s agrees to pay total consideration amount payable under the terms of this Agreement as and when the installments thereof become due and payable. Further the Promoter is not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excuse for nonpayment of any amount or amounts due on the respective due dates or happening of the relative events.

26. The Allottee/s hereby covenants with the Promoter to pay consideration amount liable to be paid by the Allottee/s under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Promoter fully indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Promoter. The Allottee/s also agrees and undertakes to give all the facilities to the Promoter to carry out additional construction work on the said new Building now under construction.

27. The Allottee/s hereby agrees that in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority or to the State Government or any amount becoming payable by way of development levies or any other payment of a similar nature in respect of the said Property, and/or the various Premises to be constructed thereon, the same shall be reimbursed by the Allottee/s to the Promoter in the proportion of the area of the said premises to the total area of all the premises in the said new Building constructed on the said Property.

28. The Allottee/s shall allow the Promoter and its Surveyors and Agents with or without workmen and others at all reasonable times to enter upon his/her/its premises or any part thereof for the purpose of repairing any part of the said New Building and for laying cables, water pipes, fittings, electric wires, cables and other conveniences belonging to or serving or used for the said New Building and also for the purpose of cutting off the supply of water and other services to the premises of any other Premises owners in the said New Building in respect whereof the Allottee/s or user or occupier of such premises as the case may be shall have committed default in payment of his/her/its share of the Local Body property taxes and other outgoings as also in the charges for electricity, water consumed by them.

29. The Allottee/s shall not at any time demolish or do or cause to be done any additions or alterations of whatsoever nature in the said premises or any part thereof without obtaining prior written permission of the Promoter. The Allottee/s shall keep the said premises walls, partitions, sewers, drains, pipes and appurtenances thereto as also services catering to the said premises in good and tenantable repair and condition and in particular the said New building so as to provide shelter to and protect the parts of the said New Building other than his/her/its premises. The Allottee/s shall not permit the closing of the niches or balconies or make any alterations in the

outside elevations and outside colour scheme of the premises to be allotted / sold to him/her/it.

30. After the possession of the said Premises is handed over to the Allottee/s if any additions or alterations in or about or relating to the said New Building are required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Allottee/s of various premises in the said New Building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.
31. The Allottee/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said New Building or cause any increased premium to be payable in respect thereof or which is likely to cause nuisance or annoyance to users and occupiers of the other premises in the said New Building. However it is clarified that this does not cast any obligation upon the Promoter to insure the New Building or premises therein agreed to be sold to the Allottee/s.
32. After the Occupation Certificate in respect of the said new Building shall have been obtained and/or the Occupation Certificate in respect of the said New Building shall have been obtained (whichever shall be the later) the Promoter shall request the Society to admit the persons who shall have purchased from the Promoter flats in the said new Building as its members. Until all the Allottee/s of flats shall have been so admitted as member of the said society, the possession of the premises in such new building shall be deemed to be of the Promoter and the Allottee/s who shall have been given permission to occupy the premises agreed to be sold to them in the said new building shall be merely licensees thereof. The Promoter has informed the Allottee/s and the Allottee/s is aware that it is agreed between the Society and the Promoter that at the time that on the occupation certificate in respect of the said new building shall have been obtained the said Society shall reimburse to the Promoter IOD deposit and other refundable deposit paid by the Promoter in respect of the said New Building as the said Building shall on obtaining of the Occupation Certificate belong to the Society in view of the provisions of the said Development Agreement.
33. The Allottee/s will lodge this Agreement for Registration with the Sub-Registrar of Assurance having jurisdiction over the said Property and the Promoter will attend the Sub-Registrar and admit execution thereof after the Allottee/s shall inform The Promoter the number under which it is lodged for Registration by the Allottee/s.

34. All letters, circulars, receipts and/or notices issued by the Promoter dispatched under Certificate of Posting to the address known to them of the Allottee/s will be a sufficient proof of the receipt of the same by the Allottee/s and shall completely and effectually discharge to Promoter. For this purpose, the Allottee/s has given the following address:-
BLDG.NO.2/C, FLAT NO.301,GOLDERS GREEN CO. OP. HSG.SOC.
LTD.HOLY CROSS ROAD, I.C.COLONY, BORIVALI (WEST) MUMBAI
400068.
35. The Allottee/s shall at the time of making payment of the installment mentioned in Clause herein above also pay to the Promoter the following amounts:-

Particulars	Amount (Rs)
Society Expenses	
(1) Legal Charges	/=
(2) Society Formation Charges	/=
(3) Electricity Installation	/=
(4) Share Application	/=
(5) Entrance fees	/=
(6) 6 month maintenance charges @ Rs.---/=	/=

The Promoter shall furnish to the Society/Condominium account in respect of the amounts mentioned at item no 4 ,5 & 6 above. In case there shall be deficit in this regard, the Allottee/s shall forth with on demand pay to the Promoter his proportionate share to make up such deficit.

36. The Allottee/s hereby agrees that in the event of any amount by way of premium or security deposit or fire fees or development tax or security deposit for the purpose of obtaining water connection for the said New Building or for any other purpose in respect of the said Building or any other tax levy, charge, premium or payment of a similar nature is paid to the Municipal Corporation or to the State Government or becoming payable and/or paid by the Promoter in respect of the said New Building the same shall be reimbursed by the Allottee/s to the Promoter in proportion in which the area of the said Premises agreed to be acquired by the Allottee/s shall bear to the total built up area available for construction on the said Property and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.

37. Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or any forbearance or giving time to the Allottee/s shall not be considered as a waiver on the part of the Promoter of any breach or non compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the remedies of the Promoter.
38. The Promoter shall be entitled to alter the terms and conditions of the Agreement relating to the sale of the unsold premises in the said New Building of which the aforesaid premises form part and the Allottee/s shall have no right to object to the same.
39. The Allottee/s themselves/himself with intention to bind all persons into whosoever hands the said premises may come, doth hereby covenant with the Promoter as follows:
 - (a) To maintain the said premises at Allottee's costs in good tenantable repair and condition from the date the possession of the said premises is taken and shall not do or suffer to be done anything in or to the Building in which the said premises is situated, and also in the stair-case or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the Building in which the said premises is situated and the said premises itself or any part thereof.
 - (b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said New Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of the said Building, including entrances of the said Building and in case of any damage is caused to the said Building or the said premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequence of the breach.
 - (c) To carry out at his own costs all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Promoter in which the said premises are situated or the said

premises which may be forbidden by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority

- (d) Not to demolish or cause to be demolished the said premises or any part thereof, not at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the said New Building and to keep the portion, sewers, drains and pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other part of the said New Building and the Allottee/s shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Partis or other structural members in the said premises without the prior written permission of the Promoter and/or the Co-operative Society. In case on account of any alterations being carried out by the Allottee/s in the said premises (whether such alterations are permitted by the Concerned Authorities or not) there shall be any damage to the adjoining premises or to the premises situated below or above the said premises (inclusive of leakage of water and damage to the drains) the Allottee/s shall at his/her/its own costs and expenses repair such damage (including recurrence of such damages).
- (e) Not to throw dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said Property and the said New Building.
- (f) Pay to the Promoter within 7 days of demand by the Promoter his share of security deposit demanded by the Concerned Local Authority or Government for giving water, Electricity or any other service connection to the said Building.
- (g) To bear and pay increase in local taxes, water charges, insurance and such other levy's, if any, which are imposed by the Concerned Local Authority and/or Government and/or other Public Authority, on account of change of user of the said premises by the Allottee/s or otherwise howsoever.
- (h) The Allottee/s shall not let, sub-let, transfer, assign or part with

interest or benefit factor of this Agreement or part with the possession of the Flat/Premises until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.

- (i) The Allottee/s shall observe and perform all the rules and regulations which the Co-operative Society may adopt at its inception and the additions alterations or amendments thereof that may be made from time to time for protection and maintenance of the said New Building and the premises therein and all the common facilities/common infrastructure in the layout area and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the Concerned Local Authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said premises in the said New Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement and/or as prescribed from time to time by the Society as also the Apex Body.
- (i) Until the Allottee/s is admitted as a member of the Society the Allottee/s shall permit the Promoter and his Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property and Building or any part thereof to view and examine the state and condition thereof.
- (j) To observe and perform all the terms and conditions and covenants to be observed and performed by the Allottee/s as set out in this Agreement (including in the recitals thereof). If the Allottee/s neglects, omits or fails to pay for any reason whatsoever to the Promoter the amounts payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time specified for the payment thereof or if the Allottee/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to the Promoter shall be entitled to re-enter upon and resume possession of the said premises and everything whatsoever therein and this Agreement shall cease and stand terminated. The Allottee/s herein agrees that on the Promoter re-entry on the premises as aforesaid all the right, title, and interest of and Allottee/s in the said premises and under this Agreement shall cease and the Allottee/s shall also be liable for immediate ejectment as a trespasser. The Allottee/s shall thereupon cease to have any right or interest in the said premises. In that event all the moneys paid herein by the Allottee/s

(except the earnest money and the outgoings apportionable to the said premises till the date of such termination) shall after Sixty days of such termination be refunded by the Promoter to the Allottee/s.

- (k) All costs, charges and expenses in connection with this Agreement for Sale including stamp duty and registration charges shall be borne by the Allottee/s alone.

40. The society, existing member and new Allottee/s have also agree, confirm covenant with the Promoter and undertake that they will not take any objection in future against MCGM for following:-

- (a) That the building under reference is deficient in open space and M.C.G.M. will not be held liable for the same in future.
- (b) That the buyer/member agrees for no objection for the neighborhood development with deficient open space in future.
- (c) That the buyer/member will not hold liable M.C.G.M. for failure of mechanical parking system in future.

This undertaking is given in view of the requirement of M.C.G.M. vide IOD No. CHE/A-5069/BP(WS)/AR OF 2013-2014.

41. The society, existing member and new Allottee have also agree, confirm covenant with the Promoter and undertake that he/she/they will not take any objection for the applicable condition as mentioned in the circular no.CHE/002456/DP/GEN. dated 06/04/2015 of MCGM for the said property.

42. If within a period of five years from the date of handing over the said Flat/Premises to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the Flat/Premises or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at his own cost. It is however expressly agreed that due to changes made by the Allottee in the Flat/Apartment (internally or externally) or said Building or other Allottees/s of the flats in the said Building if any complaint arises, then in such circumstances the Promoters shall not be liable or responsible for repairs.

43. This Agreement shall always be subject to the provisions of (i) Real Estate (Regulation and Development) Act, 2016; (ii) Maharashtra Real Estate Regulatory Authority (General) Regulations, 2017; (iii) Maharashtra Real Estate Regulatory Authority (Recruitment and Conditions of Service of Employees) Regulations, 2017; (iv) Maharashtra Real Estate Appellate Tribunal, Officers and Employees (Appointment

and Service Conditions) Rules, 2017; and (v) Maharashtra Real Estate Regulatory Authority (Form of Annual Statement of Accounts and Annual Report) Rules, 2017 and read together with Maharashtra Ownership of Flats Act, 1963, Maharashtra Apartment Ownership Act, 1970 and the respective rules made thereunder. In the event of conflict between any of the aforesaid, the provisions of Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder shall prevail.

- 44 Any difference of opinion and or dispute concerning understanding, interpretation and/or implementation of any of the provisions contained in this agreement, shall be mutually discussed between the parties hereto and resolved. 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.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land together with building known as "Madhukunj" of Dahisar Madhuban Co. Op. Hsg. Soc. Ltd. Standing thereon (since demolished) situated lying and being at village Eksar, Taluka Borivli, bearing C.T.S. No. 799/C-1 admeasuring 483 sq.mtrs. and C.T.S. No. 799/C-2 admeasuring 91 sq.mtrs. falls under D.P.Road (Bhausahab Parab Road) or thereabouts at Dahisar (West) Mumbai 400 068 in the Registration District and Sub District of Mumbai City and Mumbai Suburban.

THE SECOND SCHEDULE ABOVE REFERRED TO

Flat/Shop No ----- on the ----- floor admeasuring ----- sq.mtrs.carpet area alongwith Parking space bearing No._____ in the building known as "Madhukunj" of Dahisar Madhuban Co-operative Housing Society Ltd.,

situated at B.P.Road, Kandarpada, Dahisar (West) Mumbai 400068 and more particularly described in the first schedule herein above written.

THE THIRD SCHEDULE ABOVE REFERRED TO

A. Common areas and facilities of the said Premises in relation to the said

Building: The said Property on which the said Building shall be constructed and the common service lines such as electricity, water, drainage, common recreation areas.

B. The following common facilities which will be located throughout the building

1. Water tank located on Ground Floor of the Building;
2. Plumbing net-work throughout the Building;
3. Electric wiring net-work throughout the Building;
4. Necessary light, telephone and public water connection.
5. The foundations and main walls, columns, girders, beams and roofs of the building; and
6. All apparatus and installation existing for common use.
7. Common Terrace above the topmost floor.

C. The percentage of undivided share of the said premises in the common areas and facilities relating to the said building shall be in the ratio of total area of the all the premises in the building to the area of the said premises.

IN WITNESS WHEREOF, the Promoters and the Allottee/s have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED)

By the withinnamed "PROMOTER")

M/S. DHARA CONSTRUCTION ,) For Dhara Construction

a Prop.MR. TARUN R. DAVE)

PAN NO. ADQPD 0934 R)

in the presence of)
Proprietor

SIGNED SEALED AND DELIVERED)
by the withinnamed "ALLOTTEE/S")
MR./MRS./M/s.)
PAN NO.)
in the presence of)

RECEIPT

Received the day and year first hereinabove written of and from the
withinnamed Allottee/s the sum of Rs. -----/= (Rupees:- ----- only)
being the amount of earnest money or deposit to be paid by him / her/them
to us by cheque no ----- dated ----- drawn on -----
Bank .

We Say Received
For Dhara Construction

Proprietor